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SUPPLEMENTAL RESTRICTIVE COVENANTS FOR
CROSS CREEK SUBDIVISION
ADDITION OF SECTION 3

STATE OF NORTH CAROLINA
COUNTY OF PENDER

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

Brief description for the index: Restrictions Sec 3 Cross Creek

THESE SUPPLEMENTAL RESTRICTIVE COVENANTS OF CROSS CREEK SUBDIVISION ADDITION OF SECTION 3 are made this the 4th day of September, 2002 by P M & M, INC., hereinafter referred to as the "Declarant", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property and any of the property hereinafter made subject to these Restrictive Covenants of Cross Creek Subdivision, Section 3, hereinafter referred to as the "Section 3 Restrictions."

WITNESSETH:

Whereas, Declarant is the owner of certain property in Pender County, North Carolina known as Cross Creek Subdivision; and

Whereas, Section 3 of Cross Creek Subdivision is more particularly described by map(s) thereof recorded in Map Book 35 at Page 47 of the Pender County Registry, to which map reference is hereby made for a more particular description; and

Whereas, Cross Creek Subdivision is subject to the Restrictive Covenants of Cross Creek Subdivision recorded in Book 1303 at Page 303, rerecorded in Book 1310 at Page 207, amended by instrument recorded in Book 1455 at Page 189, and supplemented by instrument recorded in Book 1569 at Page 138 of the Pender County Registry; and

Whereas, pursuant to the provisions of Paragraph A(2)(a) of the Restrictive Covenants of Cross Creek Subdivision, Declarant has the right to include Section 3 within Cross Creek Subdivision

and subject Cross Creek Subdivision, Section 3 to the Restrictive Covenants of Cross Creek Subdivision; and

Whereas, the Bylaws of Cross Creek Homeowners Association, Inc. are recorded in Book 1303 at Page 323 of the Pender County Registry; and

Whereas, the Bylaws of Cross Creek Homeowners Association, Inc. provide the Declarant the ability to subject Cross Creek Subdivision, Section 3 to said Bylaws such that all owners of any Lots within Section 3 shall become members of Cross Creek Homeowners Association, Inc. and subject to the rights, obligations, and responsibilities of the Bylaws of Cross Creek Homeowners Association, Inc.

Now Therefore, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that:

ARTICLE I
CROSS CREEK SUBDIVISION, SECTION 3
IS SUBJECT TO CROSS CREEK SUBDIVISION
RESTRICTIVE COVENANTS AND BYLAWS

All of the property described herein, and specifically Cross Creek Subdivision, Section 3, is made subject to the Restrictive Covenants of Cross Creek Subdivision recorded in Book 1303 at Page 303, rerecorded in Book 1310 at Page 207, amended by instrument recorded in Book 1455 at Page 189, and supplemented by instrument recorded in Book 1569 at Page 138 of the Pender County Registry, and the Bylaws of Cross Creek Homeowners Association, Inc. recorded in Book 1303 at Page 323 of the Pender County Registry, and that such easements, restrictions, covenants and conditions shall burden and be appurtenant to and run with said Cross Creek Subdivision, Section 3 properties and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties in said Cross Creek Subdivision, Section 3, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

ARTICLE II
CROSS CREEK SUBDIVISION, SECTION 3
IS SUBJECT TO THE FOLLOWING
ADDITIONAL RESTRICTION

B. GENERAL USE RESTRICTIONS.

Declarant does hereby covenant and agree with all persons, firms or corporation hereafter acquiring title to any portion of the Property that the Property is hereby subject to the following additional restriction as to the use thereof and does agree, publish and declare that the deeds hereinafter made by it to purchasers of the Property shall be made subject to the following

additional restrictions (revised paragraph 15 and new paragraph 38):

15. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind may be kept or maintained on any of said lots, except a reasonable number of dogs, cats and birds that are kept on the owner's property and except for horses on the designated lots as is hereinafter set forth. No dogs shall be permitted to roam the property, and the Association may have strays and dogs that are not leashed and are found off their owner's lot removed by government authorities. The throwing or dumping of trash, garbage and waste materials shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. No clearing, filling or disturbing of the wetlands in violation of the governmental regulations shall be permitted. No clearing of any type shall be permitted without prior approval from the Committee. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public view. No heating or cooling system shall discharge surface water from any lot without prior approval from the Committee. There shall be no above-ground swimming pools, unless approved by the Committee.

Lots 86, 87, 88 and 90 are designated as horse lots and are located adjacent to a Horse Exercise Area. Owners of lots designated as horse lots may keep and board one (1) horse except the owner of Lot 90 may keep and board two (2) horses. The horse must be stabled in an approved barn. Any fences erected on the lot must meet the criteria detailed in other sections of these Restrictions. The owner is responsible for the removal of any manure and/or debris generated by the horse; the removal must be done on a timely basis so as not to create any noxious odor, health hazard or breeding place for insects. The horse may roam within an enclosed fence area on the rear of the lot. Certain areas have been established as Horse Exercise Areas and only bridled horses shall be allowed in these areas and no horse shall be permitted to roam freely within these areas. The Maintenance of the Horse Exercise Areas shall be the responsibility of the Association and the Association shall establish a maintenance assessment to be paid by the owners of the lots utilizing the Horse Exercise Areas; said assessment to be in addition to the regular assessments and special assessments of the Association.

38. No motorized all terrain vehicle of any type shall be used or operated on the Property or anywhere within Cross Creek Subdivision. A "motorized all terrain vehicle", as used in this paragraph, is a two or more wheeled vehicle designed for recreational off-road use.

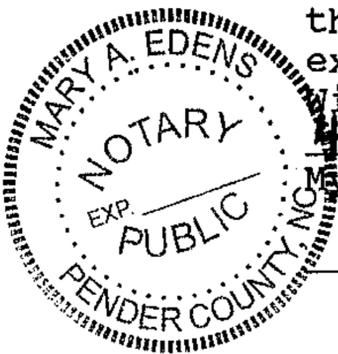
In Testimony Whereof, P M & M, INC., a North Carolina corporation, has caused this instrument to be signed in its

corporate name by its duly authorized officer by authority of its Board of Directors, the day and year first above written.

P M & M, INC.,
a North Carolina corporation

By: Jeff Morris
Jeff Morris, President

Notary
Seal-Stamp



State of North Carolina, County of Pender
I, Mary A. Edens, certify that Jeff Morris
personally came before me this day and
acknowledged that he is the President of
P M & M, Inc., a North Carolina corporation, and
that he, as President, being authorized to do so,
executed the foregoing on behalf of the corporation.
Witness my hand and official stamp or seal, this the
4th day of SEPTEMBER, 2002.

My Commission Expires:
4/20/03

Mary A. Edens
Notary Public

The foregoing certificate(s) of Mary A. Edens

is/are certified to be correct. This instrument and this
certificate are duly registered at the date and time and in the
Book and Page shown on the first page hereof.

By Joyce M. Swicegood Register of Deeds for Pender County
Augusta M. Swicegood Deputy/Assistant - Register of Deeds