

NORTH CAROLINA

BEAUFORT COUNTY

THIS DECLARATION, Made this 1st day of August, 1974, by BAY HILLS CORPORATION, a North Carolina corporation with its registered office in the City of Washington, North Carolina, hereinafter called Declarant;

WITNESSETH: That

WHEREAS, the Declarant is the owner of certain real property described hereinafter in Paragraph 1, and is desirous of subjecting said property to certain protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in paragraph 1 is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants herein set forth is located in Chocowinity Township, Beaufort County, North Carolina and more particularly described as follows:

Being all of lots numbered 1 through 20 in Block A, lots 1 through 14 in Block B, Lots 1 through 21 in Block C, Lots 1 through 11 in Block D, as shown on sheet 1, 2 and 3 of a plat entitled "Property of Bay Hills Corporation, Chocowinity twm., Beaufort Co., N. C." dated June 28, 1974, as prepared by George P. Shackleford, Registered Surveyor and recorded in Map Book 24 at page 58, 59, and 60, of the Beaufort County Registry, North Carolina.

No property other than that described above shall be deemed subject to this declaration until specifically made subject thereto.

The Declarant may, from time to time, subject additional property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

2. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or be permitted to remain on any Lot other than one detached single family dwelling not to exceed a basement plus two and one-half stories in height and a private garage for the use only of the occupants of said dwelling.

3. No building located on Lot 1 through 19 in Block A shall be located closer than 75 feet from the water's edge of the Pamlico River.

In all lots located in Block B, C, and D, no buildings shall be located less than 30 feet from the front lot line, and no building shall be located less than 10 feet from any side lot line. A detached garage may be placed 5 feet from the side lot line and 10 feet from the rear lot line, provided such detached garage is located at least as far back from the front lot line as the rear of the residence. Declarant reserves the right to waive minor violations of the front and side set back line requirements herein set forth.

4. No dwelling house shall be constructed on Blocks A, B, C, and D costing less than \$20,000.00.

5. No Lot or Lots shall be subdivided into parcel or parcels, unless it be bought or sold for the purpose of enlarging a Lot which shall then be improved with a single family dwelling or which shall already have been improved with a single family dwelling.

6. No trade, commerce or other activity which may be considered a nuisance to the neighborhood shall be carried on upon any Lot. No trade materials or inventories may be stored upon any Lot and no tractor-trailer type trucks, house trailer (other than camping trailers) or mobile home may be stored or regularly parked on any Lot. No sign or billboard of any kind shall be

erected or allowed to remain on any Lot other than a "For Sale" or "For Rent" sign.

7. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

8. No fence or other barrier shall be allowed to be maintained along the beach area closer than 75 feet from the water's edge so as to prohibit free movement along the entire beach area from Lot 1 through 20 in Block A. No piers or jetty will be allowed except as approved by proper authority as designated by State and Federal law.

9. Lot 20 in Block A is reserved for the recreational use of those individuals owning lots in Blocks B, C and D. No permanent improvements may be made to said lot except with consent of the Declarant.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the Lots described in paragraph 1.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described in paragraph 1 hereof to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him, or them from so doing or to recover damages or other dues for such violation.

11. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and

restriction shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name by its president, and its corporate seal to be hereto affixed, attested by its Secretary, all by authority of its Board of Directors duly given the day and year first above written.

ATTEST:

J.P. [Signature]
SECRETARY

BAY HILLS CORPORATION

By William H. Page
President

RECORDED
5
1974

NORTH CAROLINA

BEAUFORT COUNTY

This 5 day of August, 1974, personally came before me THOMAS E. ARCHIE a Notary Public in and for the said County and State, WILLIAM H. PAGE, who, being by me duly sworn, says that he is the President of Bay Hills Corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Corporation, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given, and the said WILLIAM H. PAGE acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 5 day of August 1974.

Thomas E. Archie
NOTARY PUBLIC

My commission expires: 1-13-76

North Carolina,
Beaufort County,

The foregoing certificate of Thomas E. Archie

Notary Public/Notaries Public is/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 713, Page 91.

1 day of August 1974 at 9:30 o'clock A.M.