

NORTH CAROLINA
BEAUFORT COUNTY

THIS DECLARATION, Made as of the 4th day of October, 1984, by MARVIN L. MASON, hereinafter designated Declarant;

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain real estate located in Washington Township, Beaufort County, North Carolina which is more particularly shown upon a map entitled "Beaufort Heights Subdivision" and recorded in Plat Cabinet B, Slide 336, Beaufort County Registry; and

WHEREAS, said map supersedes an earlier map entitled "Beaufort Heights Sub-division" and recorded in Plat Cabinet B, Slide 226, Beaufort County Registry, and another earlier map entitled "Beaufort Heights Subdivision Part No. 1" and recorded in Plat Cabinet B, Slide 64, Beaufort County Registry; and

WHEREAS, Declarant has heretofore declared certain protective covenants governing the usage of those lots or parcels of land shown upon the above-mentioned map entitled "Beaufort Heights Subdivision Part 1", which said Declaration is dated March 12, 1979, and is recorded in Book 778, Page 406, Beaufort County Registry; and

WHEREAS, no lots or parcels of land have been conveyed by Declarant or any other person by reference to or reliance upon the above mentioned maps or Declaration and Declarant is the sole owner of the property shown upon said maps, and

WHEREAS, Declarant desires that one map and one declaration of protective covenants be applied to that certain real estate known as "Beaufort Heights Subdivision";

NOW, THEREFORE, Declarant makes the following declarations:

1. ABANDONMENT OF PRIOR MAPS AND DECLARATIONS. Those certain maps entitled "Beaufort Heights Subdivision" and "Beaufort Heights Subdivision Part 1" recorded, respectively, in Plat Cabinet B, Slide 226 and Plat Cabinet B, Slide 64 are hereby declared null and void and no conveyance of property shall be made with reference to or in reliance upon the matters and things set forth upon said maps. That certain Declaration dated March 12, 1979, and recorded in Book 778, Page 406, Beaufort County Registry, is hereby declared null and void and shall not control the usage of any property to which said Declaration purports to apply.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option within ten years of the date of this Deed of Trust or any amendment thereto, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note plus US \$.....-00-.....

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to release this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee. Borrower shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed and sealed this Deed of Trust.

William M. Gibson, Jr.(Seal)
William M. Gibson, Jr.-Borrower

.....(Seal)
.....-Borrower

STATE OF NORTH CAROLINA, Beaufort County ss:

Cindy C. Haddock, a Notary Public of the County of Beaufort, State of North Carolina, do hereby certify that William M. Gibson, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24th day of August, 1984.
My commission expires: 11-25-85
Cindy C. Haddock
Notary Public

STATE OF NORTH CAROLINA, County ss:

The foregoing certificate of, a Notary Public of the County of, State of, is certified to be correct. This day of, 19.....

COASTAL RIVERS REALTY
Registrar of Deeds
Deputy Assistant

Probate fee.....¢ paid.

(Space Below This Line Reserved For Lender and Recorder)

~~Grantor-Guarantee~~
Indexed
~~Grantor-Guarantee~~

North Carolina
Beaufort County
The foregoing Certificate of Cindy C. Haddock

Notary Public/Notaries Public is/are certified to be correct.
This instrument was presented for registration and recorded in this office at Book 839, Page 175.

This 24 day of Aug, 1984 at 3:35 o'clock P.M.
John I. Morgan Register of Deeds
By Betty M. Wray Deputy Register of Deeds

W. O. S. 24 *Thompson*

2. GOVERNING MAP AND PROTECTIVE COVENANTS. Lots or parcels of land lying within the boundaries of that certain real estate shown upon a map entitled "Beaufort Heights Subdivision" and recorded in Plat Cabinet B, Slide 336, Beaufort County Registry, may be conveyed according to metes and bounds descriptions, descriptions referring to said map, or both. The protective covenants hereinafter set forth shall apply to all property, excluding those portions reserved for future development, lying within the boundaries of "Beaufort Heights Subdivision" as shown upon said map and all of said property shall be held, transferred, sold and conveyed subject to said protective covenants.

3. PROTECTIVE COVENANTS. The protective covenants hereinafter set forth, each and all of which is or are for the benefit of the lots or parcels of land lying within Beaufort Heights Subdivision and for each owner thereof, 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 and bind the successors in interest and any owner thereof.

a. DWELLING QUALITY AND SIZE. No modular homes, mobile homes, trailers or similar dwellings shall be permitted. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 800 square feet for a one-story dwelling, and not less than 750 square feet for a dwelling of more than one story.

b. BUILDING LOCATION. No building shall be located less than forty feet from the front line or seventy-five feet from the centerline of the abutting street, whichever is greater; also, no building shall be located nearer than twenty feet from an interior lot line; also, in the case of corner lots, no building shall be located nearer than twenty-five feet from the lot line abutting such side street.

c. BUILDING USE. Buildings shall be used for residential purposes, home occupations and such other purposes as would be allowed upon property zoned for single family dwellings under the City of Washington Zoning Ordinance as such ordinance is from time to time amended.

d. REDIVISION OF LOTS. Owners of property shall be permitted to combine and re-subdivide one or more contiguous lots or parcels of land so long as the resultant lots or parcels of land have frontage of at least 100 feet upon one of the streets or proposed streets shown upon said map.

e. EASEMENTS AND DRIVEWAYS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid recorded map.

f. ANIMALS. No animals or poultry of any kind other than a maximum of two household pets shall be kept on any lot.

g. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

h. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

i. OTHER PROPERTY. No property other than those lots referred to above shall be deemed subject to this declaration unless specifically made subject hereto.

j. TERM. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the aforesaid lots has been recorded, agreeing to change said covenants in whole or in part.

k. ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against anyone violating or attempting to violate any covenants, either to restrain violation or to recover damages.

l. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue in full force and effect.

IN WITNESS WHEREOF, Declarant has hereunto set his hand and seal as of the day and year first above written.

Marvin L. Mason (SEAL)
Marvin L. Mason

NORTH CAROLINA

BEAUFORT COUNTY

Before me, Rebecca R. Kallau, a Notary Public in and for the State and County aforesaid, personally appeared MARVIN L. MASON, widower, and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal this 4th day of October, 1984.

Rebecca R. Kallau
Notary Public

My commission expires:

7-16-88

Notary Public/Notaries Public is/are certified to be correct.
Filed for registration and recorded in this office in Book 840, Page 314
This 4 day of October, 1984 at 4:17 o'clock P
By Caroline H. Ransone
Asst. Deput. Register of Deeds.
JOHN I. MORGAN, Register of Deeds

