

NORTH CAROLINA

DECLARATION OF COVENANTS,

BEAUFORT COUNTY

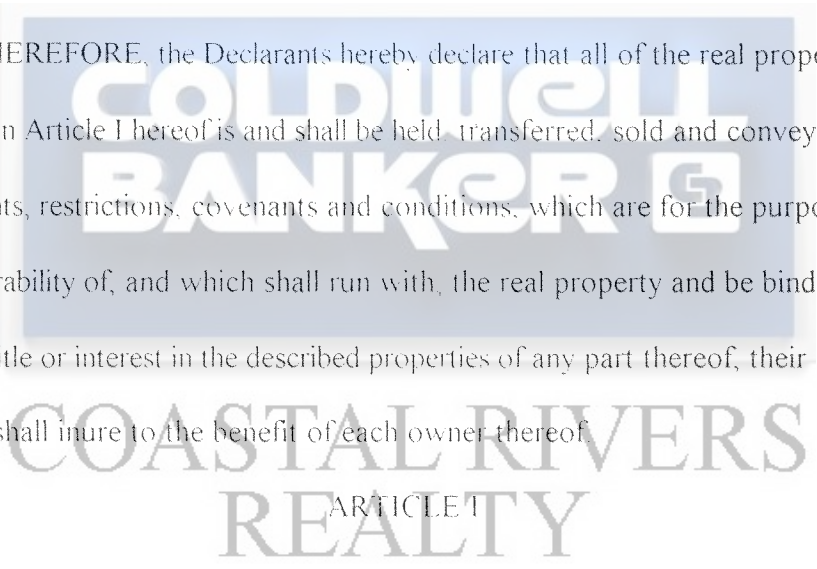
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made and executed this 30th day of April, 1997, by GEORGE ALLEN ROWE and wife, ELLIE A. ROWE and DERITA B. ROWE, unmarried, of Beaufort County, North Carolina, hereinafter referred to as "Declarants,"

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of that certain tract of real estate as described in Article I of this Declaration and are desirous of subjecting said real property to the protective covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of the said real estate and for each owner thereof and shall inure to the benefit of and pass with and run with the said land and each and every lot or parcel thereof and shall apply to bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that all of the real property as described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.



ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective easements, restrictions, covenants and conditions set forth in the various articles of this declaration is located in Richland Township, Beaufort County, North Carolina, and is more particularly described as follows:

BEING all that certain tract or parcel of land shown on a plat entitled "Property of George A. Rowe" dated May 6, 1996 by Hood Richardson, PA, a copy of which is attached hereto and incorporated herein by reference for a more complete and adequate description.

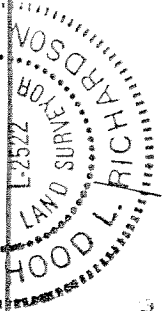
ARTICLE II

The real property described in Article I hereof (hereinafter called Lot or Lots as applicable) is subject to the protective covenants, easements, restrictions and conditions hereby declared in order to provide enforceable standards for improvements and development whereby aesthetics, living conditions and property values may be enhanced

PREPARED BY:  
KEITH B. MASON  
ATTORNEY AT LAW

I, HOOD RICHARDSON, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY OF AN EXISTING PARCEL OF LAND USING DOCUMENTS OF RECORD AS SHOWN ON THIS MAP AND THAT THE ERROR OF CLOSURE IS 1:10,000. I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT AS CALCULATED BY LATITUDES AND DEPARTURES, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. NO DETERMINATION OTHER THAN AS IS SHOWN ON THIS MAP HAS BEEN MADE ABOUT G.S. 47-30, SECTION 17, ARTICLE 1, CHAPTER 77, WHICH SEAL THIS 7TH DAY OF MAY 1996.

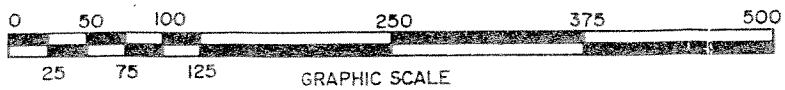
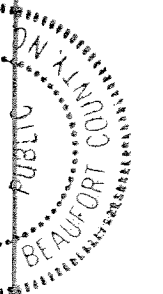
HOOD L. RICHARDSON, L.S. 25222  
 LAND SURVEYOR  
 REGISTERED SEAL



NORTH CAROLINA  
 BEAUFORT COUNTY

HOOD L. RICHARDSON, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL ON THE 7TH DAY OF MAY 1996.

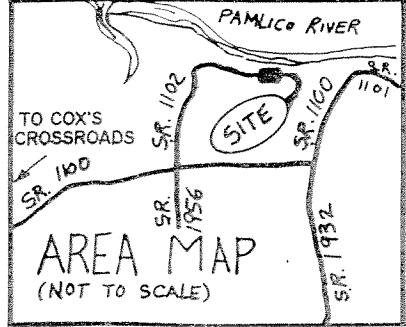
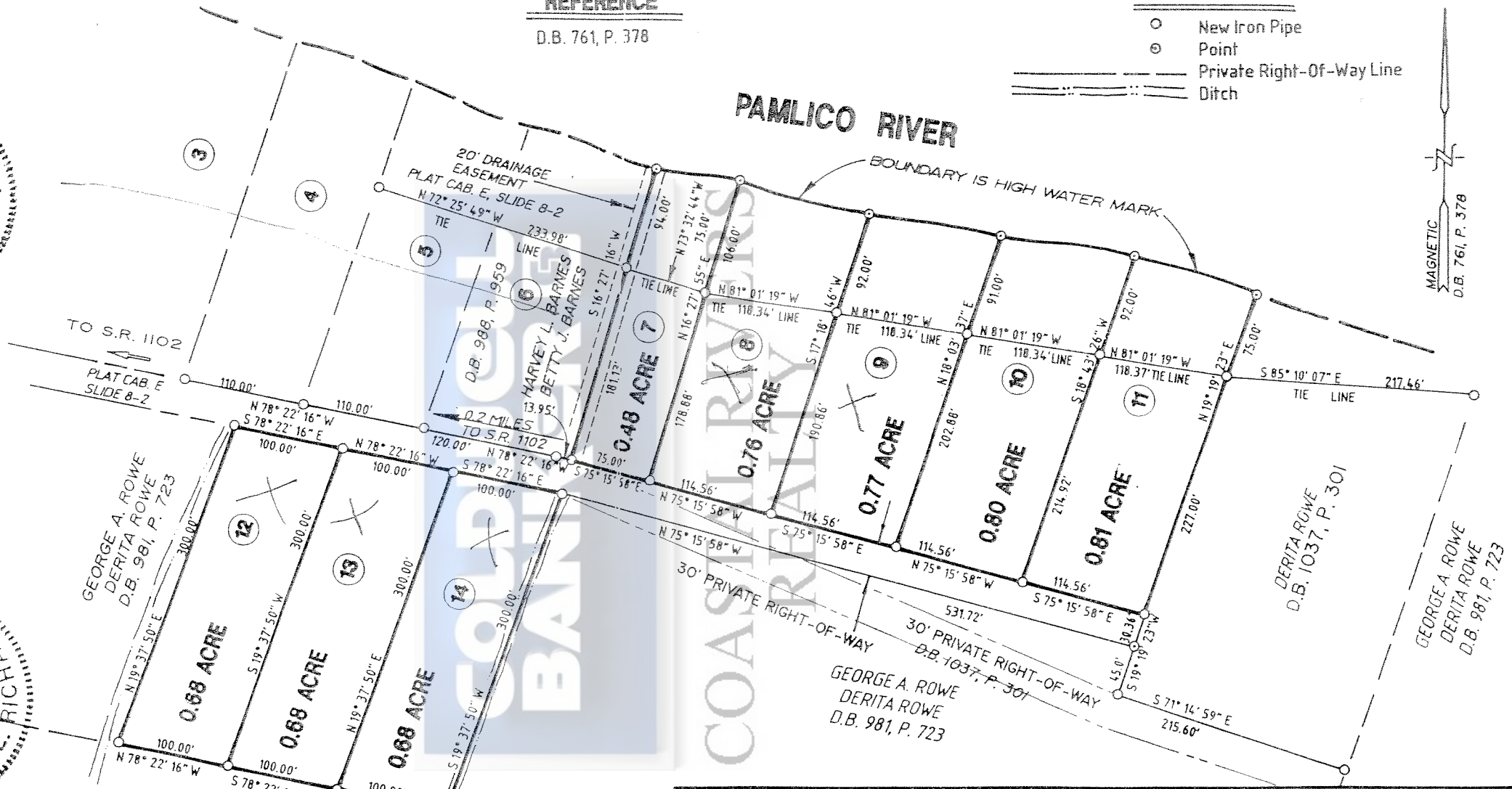
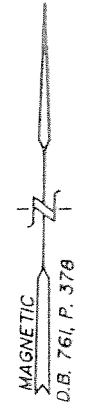
JENNY W. HUDSON, NOTARY PUBLIC  
 MY COMMISSION EXPIRES: 5/23/98



REFERENCE  
 D.B. 761, P. 378

LEGEND

- New Iron Pipe
- ⊙ Point
- ==== Private Right-Of-Way Line
- ==== Ditch



PROPERTY OF:  
**GEORGE A. ROWE**  
 RICHLAND TOWNSHIP BEAUFORT COUNTY  
 NORTH CAROLINA  
 SCALE 1" = 125' SURVEY DATE: MAY 6, 1996  
 SURVEYED BY: HOOD RICHARDSON, P.A.  
 ENGINEERS-GEOLGISTS-PLANNERS  
 208 NORTH MARKET STREET  
 WASHINGTON, N.C. 27889  
 PHONE 919-975-3472

ARTICLE III

No Lot shall be used except for residential purposes. Not building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling with or without a basement plus not more than two and one-half stories and a private garage, attached or detached for the use only of the occupants of the said dwelling.

ARTICLE IV

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 or mobile home, including a modular home, or other such manufactured, pre-assembled dwelling structures whether occupied or not, may be stored or regularly parked on any Lot. However, such mobile home or house trailer may be used as a temporary structure during the course of construction on any Lot of a permanently attached dwelling, built on location. If such mobile home or house trailer is used as a temporary residence, it shall only be allowed to be used as such for a maximum period of 365 days, during which building materials must be delivered to the Lot upon which the mobile home is located and construction of a permanently attached home must be commenced and completed and then the mobile home, house trailer, or other temporary structure must be removed from the Lot all during the 365 day period.

Further, no abandoned or derelict motor vehicles 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.

ARTICLE V

No Lot or Lots shall be subdivided except to enlarge an adjoining Lot, but any Lot so enlarged cannot be improved with more than one single family dwelling.

ARTICLE VI

The following building restrictions apply to the real property described in Article I hereof.

No single story residential structure which has an area less than that hereinafter listed exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any of the said Lots. No single story residential structure which has an area of less than 1,200 square feet shall be allowed upon any of the said Lots. Further, no one and a half story or two story or two and a half story residential structure which has a ground floor area of less than 1,000 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to

remain on any Lot. However, deviations of 100 square feet or less shall not be considered violations of this Article.

Except as mentioned above in Article III during the course of construction of a permanently attached, site built residence, no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other out building shall be used on any Lot at anytime as a residence either temporarily or permanently. No metal buildings may be used as a residence on any Lot or Lots.

Piers and bulkheads may be constructed on the property or adjacent thereto provided that prior to construction written approval has been obtained from the appropriate Federal, State, County and/or Local authorities.

#### ARTICLE VII

No structure, other than a pump house or other such structure covering a water well or water well pump, may be built within 15 feet from either Lot sideline or within 40 feet of the road right-of-way, and no nearer to the water than 75 feet. While deviations of 10% from the sideline set back requirements and the front set back requirements shall not be considered a violation of this article, the 75 feet set back requirement from the water shall be strictly adhered to.

#### ARTICLE VIII

All electrical and telephone services from distribution systems to residences shall be underground with the cost for such underground service being shared by Lot owner and utility company in conformity with existing utility company's policy, and no overhead wiring insofar as electrical, telephone and other wire-using utility services shall be permitted on any Lot.

Easements for installation and maintenance of utilities are reserved measuring five feet in width over side Lot lines and ten feet in width back from the road right of way of each building Lot. Declarant reserves the right to waive provisions of this Article in whole or in part by special recorded instrument.

#### ARTICLE IX

At the time of this Declaration, the property described herein has a series of trees and shrubs along the front of each Lot facing the Pamlico River. It is the intention and desire of the Declarants that the Lots retain as may of these trees insofar as is practicable while at the same time allowing the development of the property. Therefore, under the terms and conditions hereinafter set forth certain trees located on a Lot can be cut and removed. The terms and conditions for the cutting and removal of the trees are as follows:

- (a) All trees within the area of actual construction of a dwelling or buildings approved under these regulations can be cut and removed.
- (b) All trees less than eight inches in diameter can be cut and removed.
- (c) Any tree or trees endangering a dwelling or other buildings located on the property can be cut and removed.
- (d) Other trees can be cut and removed but only upon approval of at least two-thirds of the Lot owners, including the Declarants as Lot owners, of any Lot which is still titled in the name of the Declarants.

ARTICLE X

No Lot or Lots or part thereof shall be used as rights of way providing ingress or egress over, across, from or into the property subject to this Declaration to or from outside adjoining property without the written consent of the Declarants.

ARTICLE XI

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot subject to this Declaration, except that a reasonable number of dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE XII

All fuel tanks, including propane gas tanks or liquid propane gas tanks, or any other fuel containers on any Lot shall be installed either underground, if allowed by law, or otherwise concealed from view by a screen or fence. Outdoor garbage cans on any Lot shall be equipped with a suitable top and shall either be concealed in an underground receptacle or concealed with plantings, screen walls or screen fences.

ARTICLE XIII

All lots as shown on the plat of real estate as herein described shall be subject to an easement for access, ingress, egress and regress in favor of the owners of the property within the area heretofore set out, and in favor of their invitees, over and upon that 30 foot private right of way running from SR 1102 as the same appears on the said map hereinabove referred to.

Any damage caused by driveway connections to the said private right of way as shown on said plat, or to the ditches or shoulder of the road, or to the flow of drainage water along the said road, shall be repaired at the expense of the owner or owners connecting such driveways.

ARTICLE XIV

At the present time as of the date of this Declaration, the Declarants have constructed and are maintaining the said 30 foot private right of way providing access, ingress, egress and regress to the lots herein. Further, the Declarants shall continue to maintain the said 30 foot private right of way from the westerly line of Lot 7 up to the westerly line of the lot which was conveyed to Derita Rowe by deed recorded in Book 1037, Page 301, Beaufort County Registry, but the Declarants shall only continue to maintain the said right of way up and until Lots 8 and 9 appearing on the hereinabove referred to map have been sold. After the sale of said lots, responsibility for maintenance of the said private right of way shall inure to, and be the responsibility of, the respective lot owners.

ARTICLE XV

Every lot owner shall have a right and easement of enjoyment in and to the common area, designated as Lot 7 on the plat of the subdivision herein, such easement shall be appurtenant to and shall pass with the title to every lot. Every lot owner shall share in the maintenance and upkeep of this common area.

ARTICLE XVI

These easements, restrictions, covenants and conditions are to run with the land and shall be binding on all parties and persons claiming under them until August 1, 2009, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the Lots described in Article I it is agreed to change the said covenants in whole or in part. 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 Article I 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 doing so or to recover damages or other dues for such violation.

ARTICLE XVII

Invalidation of any one of these easements, restrictions, covenants and conditions 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 provisions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of any such easements, restrictions, covenants or conditions in the future.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and affixed their seals, the day and year first above written

George Allen Rowe (SEAL)  
GEORGE ALLEN ROWE

Ellie A. Rowe (SEAL)  
ELLIE A. ROWE

Derita B. Rowe (SEAL)  
DERITA B. ROWE

NORTH CAROLINA  
BEAUFORT COUNTY

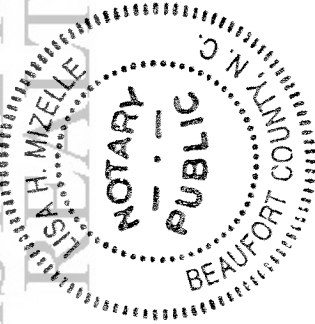
Before me, Lisa H. Mizelle, a Notary Public in and for the State and County aforesaid, personally appeared GEORGE ALLEN ROWE and wife, ELLIE A. ROWE and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 18th day of April, 1997.

COASTAL RIVERS REALTY

My Commission Expires:  
February 22, 2000

Lisa H. Mizelle  
Notary Public



NORTH CAROLINA  
BEAUFORT COUNTY

Before me, Lisa H. Mizelle, a Notary Public in and for the State and County aforesaid, personally appeared DERITA B. ROWE and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 18th day of April, 1997.



My Commission Expires:  
2/22/00

Lisa H. Mizelle  
Notary Public

NORTH CAROLINA: Beaufort County

The foregoing certificate of Notary Public/Notaries Public is/are certified to be correct.

This 18th day of April, 1997 at 2:29 o'clock P.M. L.A.R.

D. Jennifer Leggett, Register of Deeds