

# Magnolia Shores

NORTH CAROLINA  
BEAUFORT COUNTY

BOOK 807 PAGE 237

THIS DECLARATION, made this the 13<sup>th</sup> day of October, 1981, by MAGNOLIA SHORES, INC., a North Carolina corporation with its registered office in Washington, North Carolina, hereinafter called Declarant;

## W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of certain real property described in Article I of this Declaration and is desirous of subjecting said real property to the 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 and interest and any owner thereof.

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

## ARTICLE I

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

Beginning at a point in the line between the land formerly owned by C. B. Ayers and Mervin J. Cherry and now owned by Magnolia Shores, Inc., and the Edward Bergerson et al property, said point standing South 56° 41' 19" West 2,319.19 feet from the intersection of said line and the Southern right-of-way

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ATTORNEYS AT LAW  
WASHINGTON, N. C.

of State Road No. 1300; thence from the beginning point, so located, with said line, South 56° 41' 19" West 933.81 feet to the Pamlico River; thence with the Pamlico River the following courses and distances: North 84° 09' West 91.85 feet, North 64° 12' West 62.0 feet, North 48° 40' West 196.0 feet, North 74° 19' West 50.0 feet, North 56° 28' West 30.0 feet, North 19° 27' West 45.0 feet, North 69° 56' West 71.0 feet, North 25° 25' West 46.7 feet, North 3° 06' West 242.0 feet, North 13° 31' West, 152.98 feet to an iron stake in the line between the land formerly owned by C. B. Ayers and Mervin J. Cherry and now owned by Magnolia Shores, Inc. and Lot No. Eight (8) of the F. M. Wilkinson Heirs Division; thence with said line North 57° 19' 55" East 985.0 feet to a point; thence South 33° 18' 41" East 854.48 feet to the point of beginning. This property being the Southern portion of the Magnolia Shores, Inc. property located on State Road No. 1300, Long Acre Township, Beaufort County, North Carolina.

No property other than that described above shall be deemed subject to this Declaration until specifically made subject thereto and Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

ARTICLE II

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

ARTICLE III

No Lot or parcel shall be used except for residential purposes with the exception that a portion of said property may be set aside and dedicated as a recreational area for common access to the river and as road rights-of-way to and from the various lots. No building shall be erected, altered, placed, or be 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 in height and a private garage, attached or detached, for the use only of the occupants of said dwelling.

ARTICLE IV

No structure, other than a fence, may be built within ten (10) feet from either lot sideline, or within 35 feet of any road in said Subdivision.

ARTICLE V

No single story residential structure which has an area of less than 1,400 square feet exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot, and no story and one-half or two story or two and one-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.

ARTICLE VI

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.

ARTICLE VII

No lot or lots or part thereof shall be used as rights-of-way providing ingress and egress over, across, from, or into the property subject to this Declaration to or from outside adjoining property without the written consent of Declarant. Declarant does

reserve the right to specify certain areas as recreational areas and water access areas. Declarant also reserves the right to locate such rights-of-way for roads for ingress and egress as may be necessary to subdivide the property described in Article I hereof.

ARTICLE VIII

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.

ARTICLE IX

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.

ARTICLE X

No animals or poultry of any kind, other than a reasonable number of house pets shall be maintained on any lot subject to this Declaration.

ARTICLE XI

Easements for installation and maintenance of utilities and drainage facilities are reserved measuring five feet in width over side lot lines and ten feet in width over lot lines abutting roads of each building lot. Declarant reserves the right to

waive provisions of this Article in whole or in part by special recorded instrument.

ARTICLE XII

Fuel tanks shall be installed underground or concealed in the basement of the dwelling on any lot. Outdoor garbage cans on lots shall be equipped with a suitable top and shall be either concealed in an underground receptacle or concealed with plantings or screen walls or screen fences.

ARTICLE XIII

All electrical and telephone services from distribution system 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 are concerned shall be permitted on any lot.

ARTICLE XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, 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 hereof it is agreed to change 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 covenants, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

ARTICLE XV

Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no wise effect 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 restrictions shall not be considered as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

That FRED N. HOLSCHER, as Trustee in, and LUCY B. BLUM, divorced; BARBARA B. EYRE and husband, HENRY N. EYRE, JR.; MADELINE D. BLOUNT, unmarried; LUCY M. FICKLEN, widow; and JESSE M. BLOUNT and husband, WILLIAM A. BLOUNT; acting by and through their attorney-in-fact, JAMES S. FICKLEN, JR.; and JAMES S. FICKLEN, JR. and wife, JUNE M. FICKLEN, as owner and holder of the indebtedness secured by a Deed of Trust from C. B. AYERS and wife, DORA R. AYERS and MERVIN J. CHERRY dated March 6, 1979 in Book 778, Page 201, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to them paid by MAGNOLIA SHORES, INC., do hereby join in this conveyance for the purpose of allowing these Declarations against a portion of the property contained in that certain Deed of Trust recorded in the Beaufort County Registry in Book 778, Page 201.

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 proper authority of its Board of Directors duly given; FRED N.

HOLSCHER, as Trustee, and LUCY B. BLUM, divorced, BARBARA B. EYRE, and husband, HENRY N. EYRE, JR., MADELINE D. BLOUNT, unmarried; LUCY M. FICKLEN, widow, and JESSE M. BLOUNT and husband, WILLIAM A. BLOUNT, acting by and through their attorney-in-fact, JAMES S. FICKLEN, JR. and JAMES S. FICKLEN, JR. and wife, JUNE M. FICKLEN, have hereunto set their hands and affixed their seals, this the day and year first above written.

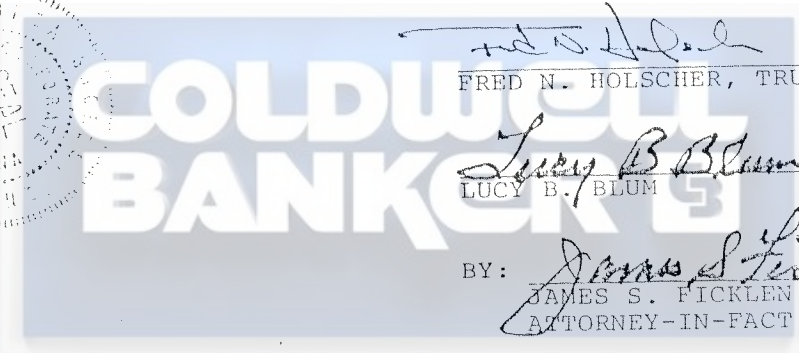
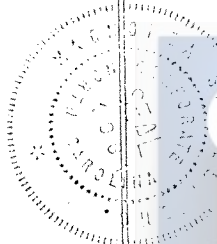
MAGNOLIA SHORES, INC.

(CORPORATE SEAL)

BY: Merrill J. Chazy  
PRESIDENT

ATTEST:

Chris W. Sulbough  
SECRETARY



Fred N. Holscher (SEAL)  
FRED N. HOLSCHER, TRUSTEE

Lucy B. Blum (SEAL)  
LUCY B. BLUM

BY: James S. Ficklen Jr. (SEAL)  
JAMES S. FICKLEN, JR.  
ATTORNEY-IN-FACT

Barbara B. Eyre (SEAL)  
BARBARA B. EYRE

BY: James S. Ficklen Jr. (SEAL)  
JAMES S. FICKLEN, JR.  
ATTORNEY-IN-FACT

Henry N. Eyre Jr. (SEAL)  
HENRY N. EYRE, JR.

BY: James S. Ficklen Jr. (SEAL)  
JAMES S. FICKLEN, JR.  
ATTORNEY-IN-FACT

Madelin D. Blount (SEAL)  
MADELINE D. BLOUNT

BY: James S. Ficklen Jr. (SEAL)  
JAMES S. FICKLEN, JR.  
ATTORNEY-IN-FACT

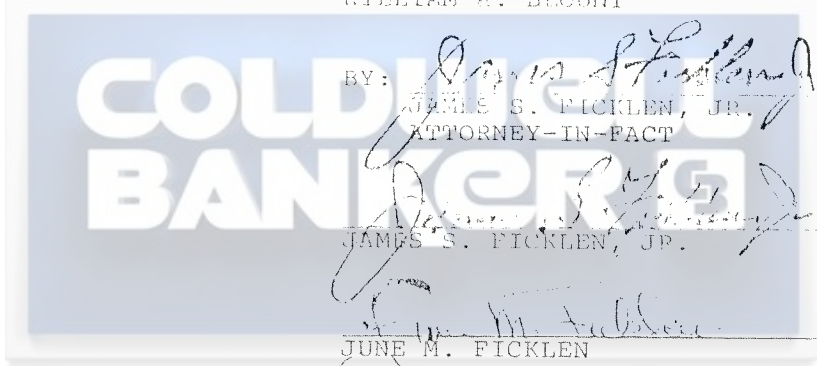
Lucy M. Ficklen (SEAL)  
LUCY M. FICKLEN

BY: James S. Ficklen, Jr. (SEAL)  
JAMES S. FICKLEN, JR.  
ATTORNEY-IN-FACT

Jesse M. Blount (SEAL)  
JESSE M. BLOUNT

BY: James S. Ficklen, Jr. (SEAL)  
JAMES S. FICKLEN, JR.  
ATTORNEY-IN-FACT

William A. Blount (SEAL)  
WILLIAM A. BLOUNT



BY: James S. Ficklen, Jr. (SEAL)  
JAMES S. FICKLEN, JR.  
ATTORNEY-IN-FACT

James S. Ficklen, Jr. (SEAL)  
JAMES S. FICKLEN, JR.

June M. Ficklen (SEAL)  
JUNE M. FICKLEN

NORTH CAROLINA  
BEAUFORT COUNTY

I, Cynthia B. Scott, a Notary Public of the State and County) aforesaid, certify that Chris M. Hurlough personally appeared before me this day and acknowledged that he/she is Secretary of MAGNOLIA SHORPS, INC., a North Carolina Corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Chris M. Hurlough, as its Secretary.

WITNESS my hand and official seal, this the 19<sup>th</sup> day of October, 1981.

Cynthia B. Scott  
NOTARY PUBLIC

My Commission expires: May 14, 1985.

RODMAN, RODMAN,  
HOLSCHER & FRANCISCO  
ATTORNEYS AT LAW  
WASHINGTON, D. C.

