

ARTICLE XVI

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1996, 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 Article I hereof it is agreed to change said covenants in whole or in part.

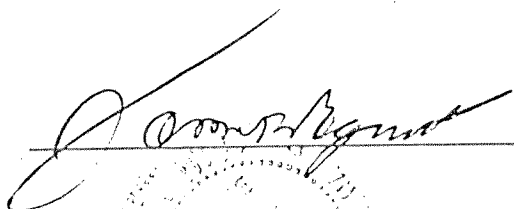
If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described in Article I hereof to prosecute any proceedings at law or in equity against the person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

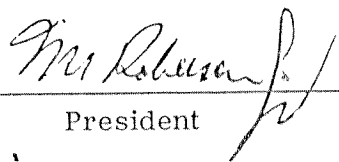
ARTICLE XVII

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.

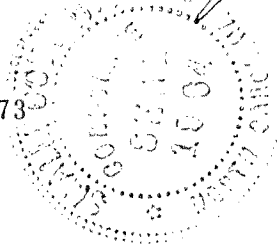
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name by W. R. Roberson, Jr., its president, and its corporate seal to be hereto affixed, attested by its Secretary, all by authority of its Board of Directors duly given the day and year first above written.

Smallwood, Inc. (Declarant)

  
\_\_\_\_\_

By   
\_\_\_\_\_  
President

1/23/73



ARTICLE X

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 XI

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

ARTICLE XII

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 rear Lot lines of each building Lot. Declarant reserves the right to waive provisions of this Article in whole or in part by special recorded instrument.

ARTICLE XIII

No fence, wall, hedge or mass planting shall be permitted to extend closer to the front Lot line than thirty feet except upon written approval of ARCHITECTURAL COMMITTEE, as provided in Article IV hereof. With respect to corner Lots refer to Article V hereof.

ARTICLE XIV

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 either be concealed in an underground receptacle or concealed with plantings or screen walls or screen fences.

ARTICLE XV

All electrical and telephone services from distribution system to residence 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 VI

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

ARTICLE VII

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 VIII

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 Declarant.

ARTICLE IX

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 V

No build shall be located on any Lot (except on corner Lots) less than 35' from the front Lot line. No building shall be located less than 10' from any side Lot line. A detached garage may be placed 5 feet from the side Lot line and 10' 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. The location of any building (including fencing, walls, hedging, or mass planting) on a corner Lot in this subdivision shall be fixed by ARCHITECTURAL COMMITTEE referred to in Article IV hereof, and said committee shall also approve the location of buildings on all Lots in the subdivision. Declarant reserves the right to waive minor violations of the front and side set back line requirements set forth in this Article. (Violations not in excess of 10% of the minimum requirements shall be deemed minor.) (Attention is called to front, side and rear setback provisions of City Zoning Ordinance prevailing which may be more or less restrictive than setback provisions of this article.)

1/23/73

ARTICLE IV

No building shall be erected, placed, or altered on any Lot or Lots until the building plans (Including front, side and rear elevations with materials noted) and the plot plan showing the location of such building have been approved in writing as to location of the building with respect to topography and finished ground elevation by an architectural committee (hereinafter called ARCHITECTURAL COMMITTEE) composed of three persons designated and appointed by Declarant or its assigns. In the event of death or resignation of any member and in the event that Declarant or its assigns do not appoint a successor within thirty days following such death or resignation, the remaining members of the ARCHITECTURAL COMMITTEE shall have full authority to designate a successor. A majority of the ARCHITECTURAL COMMITTEE may designate a representative to act for it. In the event said committee fails to approve or disapprove such design and location within thirty days after said building plans and plot plan have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. In the event that disapproved plans are executed or construction is commenced upon a Lot without plans ever having been submitted to ARCHITECTURAL COMMITTEE and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then-record owners of a majority of the LOTS described in Article I hereof shall have the power through a duly recorded written instrument to change the membership of said committee or to withdraw from said committee or restore to the ARCHITECTURAL COMMITTEE any of its duties and powers.

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

The 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 to insure the best use and most appropriate development and improvement of each Lot thereof; to protect the owners of Lots against such improper use of surroundings Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper set-backs from streets, and adequate free spaces between structures, and in general to provide adequately for high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of Lots therein.

#### ARTICLE III

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.

1/23/73

Area - L

Block G - lot # 8  
9  
10  
11  
12  
13

Block H - lot 5  
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7  
8  
9  
10  
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12  
13  
14  
15

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NORTH CAROLINA  
BEAUFORT COUNTY

THIS DECLARATION, made this 23rd day of January, 1973 by SMALLWOOD, INC., 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 the real property described in Article I on 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 in 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 the City of Washington, County of Beaufort, State of North Carolina, and is more particularly described as follows:

Being all of lots numbered 8, 9, 10, 11, 12, and 13 Block "G", and 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 Block "H", as shown on plat entitled "Smallwood Subdivision Area 'L' lot layout", Washington, Beaufort County, North Carolina dated September 25, 1972, as prepared by W. C. Rodman, III, P.E. and recorded on Page 45 of Map Book 23 of the Beaufort County Registry, North Carolina.

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NORTH CAROLINA

BEAUFORT COUNTY

This 16<sup>th</sup> day of February 1973, personally came before me Betsy R. Apple

\_\_\_\_\_ a Notary Public in and for the said County and State,

W. R. Roberson, Jr., who, being by me duly sworn, says that he is the President of Smallwood, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given, and the said W. R. Roberson, Jr. acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 16<sup>th</sup> day of February, 1973.

Betsy R. Apple  
Notary Public



My Commission Expires:

4-18-75

1/23/73

North Carolina  
Beaufort County

The foregoing certificate of Betsy R. Apple

Notary Public/Notaries Public is/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 693, Page 643.

This 20 day of Feb, 1973 at 9<sup>00</sup> o'clock A.M.

John I. Morgan  
Register of Deeds

By Caroline H. Ranson  
Asst Deputy Register of Deeds

Grantor-Grantee   
"INDEXED"  
 Grantor-Grantee

Pl  
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mail  
P.C. Mc Donough  
P.O. Box 467, Wash, NC