

South Creek

BOOK 985 PAGE 25

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

THIS DECLARATION, Made this 3 day of September, 1993, by Max F. Thompson, Jr., hereinafter called Declarant;

W I T N E S S E T H :

THAT WHEREAS, the Declarant is the owner of the 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 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 Richland Township, County of Beaufort, State of North Carolina, and is more particularly described as follows:

LYING AND BEING in Richland Township, Beaufort County, State of North Carolina, and being more particularly described as follows:

ALL of Lots One (1) through Seventeen (17) as the same are shown on that map prepared by G. Jerone Norman, Registered Land Surveyor, dated April 29, 1991, and identified by the following legend: "Survey For Max F. Thompson, Jr., T. E. Guilford Tract." This map is duly of record in Plat Cabinet E, Slide 4-8+4-9, Beaufort County Registry, and further reference is hereby made to said map for a more complete and accurate description of this property.

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 improvements and development whereby aesthetics, living conditions and property values may be enhanced.

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, a private garage or other building, attached or detached, for the use only of the occupants of said dwelling.

PREPARED BY:
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ATTORNEY AT LAW
AURORA, NORTH CAROLINA

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 (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 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

No single story residential structure which has an 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, 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 800 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot. Regardless of the number of stories, all dwellings must have a minimum of 1,000 square feet.

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No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No metal building 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 local authorities.

ARTICLE VII

No building on any lot shall be located nearer than one hundred (100') feet from North Carolina Secondary Road No. 1004, and ten (10') feet from side lines.

ARTICLE VIII

No fence, wall, hedge, or mass plantings shall be allowed beyond the front (water side) of any dwelling.

ARTICLE IX

GENERAL RESTRICTIONS: THE FOLLOWING RESTRICTIONS APPLY TO ALL LOTS AS THEY ARE SHOWN ON THE MAP HERETOFORE REFERRED TO:

1. Easement.

An easement for drainage and utility facilities ten (10') feet in width is reserved along each side of all road rights-of-way and five (5') feet in width along all side lot lines. Lot Three (3) and Lot Four (4) shall have a common

driveway across the wetlands and Lot Sixteen (16) and Lot Seventeen (17) shall have a common driveway across the wetlands as shown on the map heretofore referred to.

2. Driveway Connections

All driveway connections to the access roads shall be at least twenty (20') feet in width and shall contain a metal or concrete culvert for the width of the driveway connections.

ARTICLE X

Lot Modification: In the event the Declarant, in its sole opinion, is unable to develop a lot or lots as shown on the map referred to in Article I because of governmental regulations or restrictions, then and in that event, the Declarant reserves unto itself the following rights and privileges with regard to the affected lot or lots:

1. To combine a portion of or all of a presently existing lot or lots with the adjoining lot or lots.
2. To delete the defined lot or lots that cannot be developed.

ARTICLE XI

No more than 10,000 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar material. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

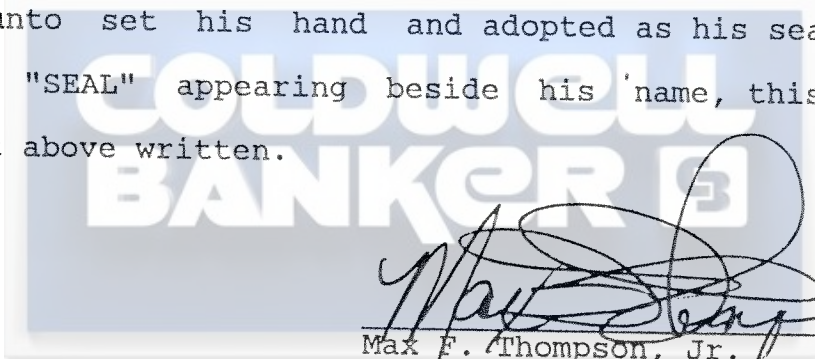
ARTICLE XII

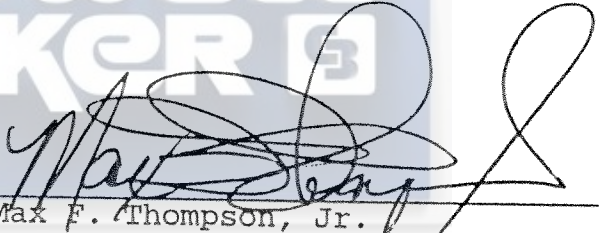
No fill dirt can be placed on any lot in the wetlands area as shown on the map heretofore referred to, except for Lot Fifteen (15) and the common driveways for Lot Three (3) and Four (4) and Lot Sixteen (16) and Seventeen (17).

ARTICLE XIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them

IN TESTIMONY WHEREOF, Max F. Thompson, Jr., has hereunto set his hand and adopted as his seal the typewritten word "SEAL" appearing beside his name, this the day and year first above written.





Max F. Thompson, Jr. (SEAL)

COASTAL RIVERS
REALTY

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