

COVENANTS RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS, that The Dolphin Company of Oriental, a corporation franchised and operating under the laws of the State of North Carolina with its principal place of business in Greenville, Pitt County, North Carolina, does hereby covenant and agree to and with all other persons, firms, or corporations now owning or hereafter acquiring as owners any lot or parcel of land in the area designated or located in or near the City of Washington, Beaufort County, North Carolina, known as Lots Nos. Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block "A"; Lots Nos. Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) in Block "B"; Lots Nos. Five (5), Six (6), Seven (7) and Eight (8) in Block "C"; and Lots Nos. Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block "D" of the Sweetbriar Subdivision, Section II, as shown on map dated March 7, 1975 and recorded in Plat Cabinet A, Slide 19 and recorded in Map Book ____, Page ____, of the Beaufort County Registry; said lots are hereby subjected to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

2. 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 persons or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation, except the party of the first part is specifically excluded from any liability for damages.

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

4. No structure shall be erected, placed or permitted to remain on any residential plot other than one detached single family dwelling and other outbuildings incident to the residential use of the plot. No structure of any type shall be started on any of the above described lots until the plans of such structure or structures and the plot plan showing the location of such structure or structures have been approved or designed by a licensed architect doing business in Eastern North Carolina or by The Dolphin Company of Oriental, its successors or designees. Such approval in either event must be in writing.

5. No building shall be located nearer to the street than the minimum building setback line as shown on the above referred to map or nearer than 10 feet to any side lot line.

6. No lot on the above referred to map shall be reduced in size without the written permission of The Dolphin Company of Oriental, its successors or designees.

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

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

9. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these restrictive covenants specifically apply.

10. Easements, five feet in width, are hereby reserved along all lot lines for the installation and maintenance of utilities and drainage where necessary. Also easements for utilities and drainage are reserved as shown on recorded plat above referred to.

11. Reference is hereby directed to Paragraph 11 of Restrictive Covenants executed by The Dolphin Company of Oriental dated August 13, 1974, recorded in Book 713, Page 319, Beaufort County Registry, which Paragraph 11 shall become a part of these Restrictive Covenants, and the same is hereby adopted with the same persons serving as the Board of Supervisors for the purposes effecting these lots. These individual lot owners are to have the same vote as the individual lot owners referred to in said Restrictive Covenants recorded as aforesaid in Book 713, Page 319, Beaufort County Registry. Said Paragraph 11 is incorporated as amended herein and made a part of these Restrictive Covenants as follows:

A Board of Supervisors shall be appointed by the corporation consisting of three persons, either property owners or directors of the corporation. If at anytime the property owners become dissatisfied with such Board, then they may call for a vote and elect a new Board to serve for a period of three years or until their successors are elected. The Board of Supervisors shall

have the following duties and powers:

A. Maintain and repair the streets within the subdivision and, prorate the cost among all the lots therein referred to above. It is understood and agreed, however, that The Dolphin Company of Oriental shall construct said streets as follows: The same shall be properly graded and paved with 18 feet of bituminous asphalt. This provision for maintenance shall become null and void when and if the streets are taken over for maintenance by any governmental or public agency. If a portion of the streets are taken over for maintenance by any governmental or public agency, then this provision shall become null and void as to that portion so taken over but shall continue in full force and effect upon the remaining streets not so taken over by a governmental or public agency.

12. All individual purchasers from and after this date shall be required to keep their respective lots free and clear of weeds, rubbish, trash, debris and other matter.

Home Savings & Loan Association and William P. Mayo, Trustee join in the execution of this instrument for the purpose of subordinating that certain deed of trust from The Dolphin Company of Oriental dated February 11, 1975 and recorded in the Beaufort County Registry in Book 719, Page 546 in the original amount of \$150,000.00 to these Restrictive Covenants and the dedication of the streets as shown on map recorded in Plat Cabinet A, Slide Map Book , Page 19, Beaufort County Registry dated March 7, 1975. Except as herein specifically stated, the deed of trust shall remain unchanged and in full force and effect.