

Teach's  
CoveSTATE OF NORTH CAROLINA  
COUNTY OF BEAUFORTDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made this 4<sup>th</sup> day of June, 1991,  
by GRAV/WICK DEVELOPMENT COMPANY, a North Carolina General  
Partnership, hereinafter referred to as "Developer" or  
"Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in  
Bath Township, Beaufort County, North Carolina, more  
particularly described as follows: Lots 1-26 inclusive of  
Teach's Cove (and any common areas as designated) as the  
same is recorded in Plat Cabinet E, Slide 52-1,  
Beaufort County Registry.

NOW, THEREFORE, Declarant hereby declares that all of  
the properties described above shall be held, 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 or  
any part thereof, their heirs, successors and assigns, and  
shall inure to the benefit of each owner thereof.

ARTICLE I

THE REAL PROPERTY HEREINABOVE DESCRIBED IS SUBJECTED TO THE  
PROTECTIVE COVENANTS AND RESTRICTIONS HEREBY DECLARED IN  
ORDER TO PROVIDE ENFORCEABLE STANDARDS OF IMPROVEMENT AND  
DEVELOPMENT WHEREBY AESTHETICS, LIVING CONDITIONS, AND  
PROPERTY VALUES MAY BE ENHANCED.

ARTICLE II

THE DEVELOPER WILL APPOINT A THREE PERSON ARCHITECTURAL  
COMMITTEE WHOSE MEMBERS WILL SERVE FOR A TERM OF TWO YEARS.  
THE DEVELOPER WILL ALSO BE EMPOWERED TO APPOINT ADDITIONAL  
PERSONS TO THE COMMITTEE TO REPLACE THOSE WHOSE TERM EXPIRES  
OR THOSE WHO MAY RESIGN. THIS COMMITTEE, BY MAJORITY VOTE,  
WILL DETERMINE COVENANT COMPLIANCE AS OUTLINED BELOW. ALL  
IMPROVEMENT PLANS AND REQUESTS FOR VARIANCES WILL BE  
SUBMITTED TO THE DEVELOPERS FOR FORWARDING TO THE  
ARCHITECTURAL COMMITTEE. THIS COMMITTEE WILL MEET AND  
DETERMINE WHETHER THE PLAN OR REQUEST IS IN COMPLIANCE  
WITHIN FOURTEEN DAYS OF SUBMISSION OF SAID PLANS OR REQUESTS  
TO THE DEVELOPER.

ADDITIONALLY, THE DEVELOPER WILL ADMINISTER THE MAINTENANCE  
AND IMPROVEMENT FUND OUTLINED BELOW.

UPON THE SALE OF THIRTEEN LOTS (50% OF LOTS), A HOME OWNERS ASSOCIATION, TO BE KNOWN AS THE TEACH'S COVE HOME OWNERS ASSOCIATION, IS ESTABLISHED, AS OUTLINED HEREIN, TO TAKE OVER OWNERSHIP OF COMMON AREA PROPERTIES, APPOINTMENT OF THE ARCHITECTURAL COMMITTEE, AND MANAGEMENT AND CONTROL OF THE MAINTENANCE AND IMPROVEMENT FUND. THE ASSOCIATION MAY OPERATE AS AN UNINCORPORATED ASSOCIATION OR AS AN INCORPORATED NON-PROFIT CORPORATION AS A MAJORITY OF THE MEMBERS MAY DECIDE. THE HOMEOWNER'S ASSOCIATION SHALL BE GOVERNED BY THE MAJORITY VOTE RULE, EXCEPT AS OTHERWISE STATED HEREIN.

EVERY PERSON OR ENTITY THAT OWNS AN INTEREST IN ANY LOT IN TEACH'S COVE SHALL BE A MEMBER OF THE HOME OWNER'S ASSOCIATION.

EACH LOT, NOT HELD BY THE DEVELOPER, SHALL HAVE ONE VOTE IN THE GOVERNING OF THE ASSOCIATION. THOSE LOTS HELD BY TWO OR MORE PERSONS OR ENTITIES SHALL HAVE COLLECTIVELY ONE VOTE, TO BE DECIDED BETWEEN/AMONGST THEMSELVES. DEVELOPER SHALL HAVE ONE VOTE ON EACH OF ITS UNSOLD LOTS AND SHALL NOT PAY ANY REGULAR OR SPECIAL ASSESSMENTS. DEVELOPER SHALL NOT HAVE ANY VOTES ON ITS LOTS WHEN AND IF VOTES ARE TAKEN WITH REGARD TO SPECIAL ASSESSMENTS.

#### ARTICLE III

TEACH'S COVE IS RESTRICTED TO RESIDENTIAL DEVELOPMENT ONLY. NO MANUFACTURING, SELLING, STORAGE, DISTRIBUTION, OR OTHER COMMERCIAL PURPOSES ARE ALLOWED. THIS DOES NOT INCLUDE A RESIDENCE OR RESIDENCES BUILT BY A CONTRACTOR FOR SPECULATIVE PURPOSES, BUT WOULD INCLUDE A DOMICILE BUILT PRIMARILY TO BE USED FOR RENTAL PURPOSES.

#### ARTICLE IV

ALL ABOVE GROUND STRUCTURES, PIERS, BULKHEADS, BOATHOUSES, FENCES, OR MASS PLANTINGS ON, OR ADJOINING, ANY LOT OR COMMON AREA MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE. REQUESTS MUST BE IN WRITING AND INCLUDE ALL PERTINENT INFORMATION SUCH AS BUILDING PLANS, SPECIFICATIONS, BUILDING MATERIALS TO BE USED, AND A DRAWING SHOWING STRUCTURE LOCATION, ORIENTATION, AND SET-BACK OBSERVANCE.

ONLY ONE SINGLE FAMILY DWELLING, GARAGE (ATTACHED OR UNATTACHED), A SINGLE UTILITY/STORAGE/SHOP BUILDING, AND OUTSIDE PUMPHOUSE, ALL IN APPROXIMATELY THE SAME STYLE AND CONSTRUCTED OF THE SAME MATERIAL ARE ALLOWED. HEATED LIVING SPACE (NOT INCLUDING PORCHES, BREEZEWAYS, EAVES, AND GARAGES) TO BE NO LESS THAN 1,600 SQUARE FEET. IF DWELLING OF MORE THAN ONE STORY, MAIN FLOOR MUST CONTAIN A MINIMUM OF 1,000 SQUARE FEET OF HEATED LIVING SPACE AS MEASURED ABOVE.

ONCE CONSTRUCTION OF ANY IMPROVEMENTS IS STARTED ON ANY LOT, THESE IMPROVEMENTS MUST BE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, AS APPROVED, WITHIN TWELVE MONTHS OF COMMENCEMENT.

NO RESIDENCE SHALL BE OCCUPIED UNTIL SAME HAS BEEN SUBSTANTIALLY COMPLETED ON THE EXTERIOR.

ALL STRUCTURES CONSTRUCTED OR PLACED ON ANY LOT SHALL BE BUILT OF SUBSTANTIALLY NEW MATERIAL AND NO USED STRUCTURES SHALL BE RELOCATED OR PLACED ON ANY SUCH LOT.

ANY DWELLING OR OUTBUILDING ON ANY LOT WHICH MAY BE DESTROYED IN WHOLE OR IN PART BY FIRE, WINDSTORM OR FOR ANY OTHER CAUSE OR ACT OF GOD, MUST BE REBUILT AND/OR ALL DEBRIS REMOVED AND THE LOT RESTORED TO A SIGHTLY CONDITION WITH REASONABLE PROMPTNESS, PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH DEBRIS REMAIN LONGER THAN SIX MONTHS.

ARTICLE V

SET-BACKS ARE TO BE AS FOLLOWS:

WATERFRONT - AS PER RECORDED PLAT.  
OTHER FRONTS AND ALL LOT BACKS - 50 FEET  
SIDE AND COMMON AREA ADJACENCIES - 15 FEET

FOR NON-WATERFRONT LOTS, THE FRONT IS DEFINED AS THAT SIDE ADJOINING THE PRIVATE ROAD RIGHT-OF-WAY. ALL NON-ROADFRONT BOUNDARIES OF LOT NO. 18 SHALL BE CONSIDERED SIDE BOUNDARIES FOR THE PURPOSE OF SET-BACK DETERMINATION.

UTILITY, DRAINAGE, AND NC DOT "SIGHT DISTANCE TRIANGLE" EASEMENTS;

10 FEET ADJOINING ROAD RIGHT-OF-WAY  
7 1/2 FEET ALL OTHER PROPERTY LINES EXCEPT WATERFRONT.

THERE SHALL BE NO ACCESS TO ANY LOT ON THE PERIMETER OF THE SUBDIVISION EXCEPT FROM DESIGNATED ROADS WITHIN THE SUBDIVISION.

ALL DRIVEWAYS ON TO EACH LOT WILL BE PAVED WITH ASPHALT OR CONCRETE FOR A MINIMUM DISTANCE OF 20 FEET FROM THE ROAD'S EDGE. ADDITIONALLY, ALL DRIVEWAYS WILL BE TANGENT WITH THE ROAD'S EDGE FOR 20 FEET, THEN THEY MAY TAPER TO A MINIMUM WIDTH, FOR THE FIRST 20 FEET OF THEIR LENGTH, OF 10 FEET. SAID TAPER TO BEGIN AT THE ROAD'S EDGE AND END IN A DISTANCE OF NO LESS THAN 5 FEET FROM THE ROAD'S EDGE. AS PER NC DEPARTMENT OF TRANSPORTATION REQUIREMENTS, DRIVEWAYS MUST SLOPE DOWNWARDS FROM THE ROAD'S EDGE TO A POINT OVER THE CENTERLINE OF THE DRAINAGE DITCH OR SWALE SO AS TO AVOID WATER STANDING AT THE ROAD'S EDGE. THESE REQUIREMENTS WILL PROVIDE FOR CONSISTENT CURB APPEAL THROUGHOUT THE SUBDIVISION AND SERVE TO PROTECT THE ROAD.

ARTICLE VI

COMMON AREA USES, RESTRICTIONS AND CONTROL:

AREA "A" - WATER ACCESS, PICNIC AND RECREATION AREA FOR THE EXCLUSIVE USE OF PROPERTY OWNERS AND THEIR ACCOMPANIED GUESTS. ADDITIONALLY, CAMPER, MOTORHOME, AND TRAILERABLE BOAT STORAGE IS TO BE ALLOWED IN DESIGNATED AREA. NOTE: THE TWO PERMANENT BOAT SLIPS ALLOWED BY THE TOWN OF BATH ZONING ORDINANCES FOR EACH PRIVATE PIER WILL, IN THE CASE OF THE COMMON AREA "A" PIER (AND ANY REBUILDING OF THE SAME) BE FOR THE EXCLUSIVE USE OF THE DEVELOPERS, THEIR HEIRS, AND ASSIGNS AND IN ADDITION, THE DEVELOPER, THEIR HEIRS AND ASSIGNS SHALL HAVE RIGHT OF INGRESS, EGRESS AND REGRESS TO SAID PIER AND PERMANENT SLIPS OVER ROADBED AND AREA "A".

AREA "B" - FOR THE EXCLUSIVE USE OF LOT NO. 15 OWNER. NO STRUCTURE, INCLUDING BUT NOT LIMITED TO, A PIER, BOATHOUSE, AND/OR DOCK SHALL BE ALLOWED TO BE BUILT IN OR ON THIS AREA OR FROM THIS AREA INTO BATH CREEK.

AREA "C" - RESERVED FOR OWNERS' EQUINE ACTIVITIES.

AREA "D" - (AREA "D" IS NOT DESIGNATED AS AREA "D" BUT IS DESIGNATED AS "BUFFER ZONE"). THIS AREA KNOWN AS THE "BUFFER ZONE" AS DEPICTED ON THE ABOVE DESCRIBED MAP OR SURVEY SHALL NOT BE DEVELOPED IN ANY WAY. SAID AREA SHALL BE LEFT IN ITS NATURAL STATE.

PRIVATE ROADBED AND RIGHT-OF-WAY - FOR THE EXCLUSIVE USE OF OWNERS AND THEIR GUESTS.

CAPITAL IMPROVEMENTS UPON COMMON AREAS, WHETHER FINANCED BY THE DEVELOPER OR AN OWNER OR OWNERS, BECOME COMMON PROPERTY AS IT REGARDS CONTROL AND UPKEEP AS DETERMINED BY THE DEVELOPER AND SUBSEQUENTLY THE HOME OWNERS ASSOCIATION.

AN ANNUAL FEE OF \$200.00, DUE AND PAYABLE ON JANUARY 1st OF EACH YEAR, WILL BE PAID INTO THE MAINTENANCE AND IMPROVEMENT FUND BY THE OWNER OF EVERY LOT NOT HELD BY THE DEVELOPER. THE DEVELOPER WILL NOT PAY ANY FEE ON UNSOLD LOTS. A PRO-RATED SHARE OF THIS AMOUNT SHALL BE DUE AND PAYABLE AT CLOSING FOR THOSE LOTS PURCHASED DURING A GIVEN YEAR.

IN ADDITION TO THE ANNUAL FEE, THE HOMEOWNERS ASSOCIATION MAY LEVY IN ANY YEAR A SPECIAL FEE APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, UNEXPECTED REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON PROPERTIES, PROVIDED ANY SUCH FEE SHALL HAVE THE ASSENT OF A TWO-THIRDS (2/3's) MAJORITY OF ALL VOTING MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR THIS PURPOSE, WRITTEN NOTICE OF WHICH SHALL BE SENT TO ALL MEMBERS AT LEAST THIRTY DAYS IN ADVANCE AND SHALL SET FORTH THE PURPOSE OF THE MEETING.

ANNUAL FEES NOT PAID BY MARCH 1st OR SPECIAL FEES NOT PAID WITHIN SIXTY DAYS OF EFFECTIVE DATE WILL BE INCREASED BY THE ADDITION OF INTEREST AT THE RATE OF 1% PER MONTH OR PORTION THEREOF. EITHER FEE, TOGETHER WITH SUCH INTEREST AS MIGHT ACCRUE AND THE COST OF COLLECTION THEREOF SHALL BE A CHARGE ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE PROPERTY AGAINST WHICH SAID ASSESSMENT IS MADE.

THE MAINTENANCE AND IMPROVEMENT FUND IS TO BE USED FOR THE PURPOSE OF PROMOTING THE RECREATION, HEALTH, SAFETY AND WELFARE OF PROPERTY OWNERS, AND IN PARTICULAR FOR THE IMPROVEMENT, MAINTENANCE, SERVICE AND FACILITIES RELATING TO THE COMMON AREAS, INCLUDING, BUT NOT LIMITED TO THE PAYMENT OF TAXES ON THE COMMON AREA, INSURANCE THEREON, MAINTAINING, LANDSCAPING AND REPAIRING THE COMMON ROADS AND WALKWAYS AND LIKE COMMON AREAS AND FACILITIES, PROVIDE FOR PEST CONTROL WHEN NEEDED AND IN GENERAL PROVIDE THOSE SERVICES IMPORTANT TO THE DEVELOPMENT AND PRESERVATION OF AN ATTRACTIVE COMMUNITY APPEARANCE AND FOR THE PRIVACY AND GENERAL SAFETY OF THE HOMESITES. THIS SUM MAY NOT BE CHANGED EXCEPT BY A TWO-THIRDS (2/3's) MAJORITY VOTE, WHETHER BY PROXY OR IN PERSON, AT A MEETING OF THE HOMEOWNERS ASSOCIATION. WRITTEN NOTICE, OUTLINING THE PURPOSE OF THE MEETING, SHALL BE GIVEN AT LEAST 30 DAYS IN ADVANCE.

UPON ESTABLISHMENT OF THE HOME OWNERS ASSOCIATION, OWNERSHIP OF THE COMMON AREAS (EXCEPT FOR THE TWO BOAT SLIPS RESERVED TO THE DEVELOPER HEREIN, ITS HEIRS AND ASSIGNS, INTO PERPETUITY) THEIR MANAGEMENT, CONTROL AND MAINTENANCE PASS FROM THE DEVELOPER TO THE HOME OWNERS ASSOCIATION. THE HOME OWNERS ASSOCIATION AGREES TO ACCEPT OWNERSHIP OF ALL COMMON AREAS INCLUDING THE PRIVATE ROADS. ADDITIONALLY, PRIMARY RESPONSIBILITY FOR THE ENFORCEMENT OF THESE COVENANTS BECOMES A ROLE OF THE HOME OWNERS ASSOCIATION UPON ITS ESTABLISHMENT.

THE DEVELOPER, AND SUBSEQUENTLY THE HOME OWNERS ASSOCIATION UPON ITS ESTABLISHMENT, SHALL PREPARE AND MAINTAIN A ROSTER OF ALL ASSOCIATION MEMBERS AND THE ASSESSMENTS APPLICABLE THERETO. THIS LIST SHALL BE ACCESSIBLE TO ALL MEMBERS OF THE ASSOCIATION AT ANY TIME.

#### ARTICLE VII

NO BOATS OR OCCUPIED OR UNOCCUPIED CAMPERS AND/OR RECREATIONAL VEHICLES SHALL BE ALLOWED TO BE PARKED OR STORED ON ANY LOT EXCEPT THAT TRAILERABLE BOATS OF LESS THAN 25 FEET IN LENGTH AND UNOCCUPIED CAMPERS OF LESS THAN 25 FEET IN LENGTH ARE ALLOWED ON THE ABOVE DESCRIBED LOTS. NO DISABLE AUTOMOBILE, UNLICENSED VEHICLES, TRUCK OR TRUCKS, TRAILER OR TRAILERS, OR OTHER VEHICLES NOT CAPABLE OF MOVING UNDER THEIR OWN POWER SHALL REMAIN PARKED OR STORED ON ANY LOT LONGER THAN THIRTY DAYS. OWNERS ARE ENCOURAGED TO PARK THEIR CAMPERS, MOTOR HOMES, TRAILERABLE BOATS, AND TRAILERS IN THE AREA DESIGNATED FOR THE SAME IN COMMON AREA "A".

NO TRADE MATERIALS OR INVENTORIES MAY BE STORED ON ANY LOT AND NO TRACTOR-TRAILER TYPE TRUCK OR TRAILER MAY BE STORED OR REGULARLY PARKED ON ANY LOT.

ARTICLE VIII

NO MOBILE HOME, HOUSE TRAILER, TENT, MODULAR HOME, METAL BUILDING, PRE-FABRICATED BUILDING, OR ANY OTHER SUCH ACCOMMODATION OR STORAGE FACILITY, WHETHER OCCUPIED OR NOT, SHALL BE PARKED, STORED, OR USED ON ANY LOT.

ARTICLE IX

NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT, EXCEPT THAT A REASONABLE NUMBER, AS DETERMINED BY THE ARCHITECTURAL COMMITTEE, OF DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT; PROVIDED THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE AND ARE NOT OF ANNOYANCE TO OTHER PROPERTY OWNERS. KENNEL OPERATIONS WILL NOT BE PERMITTED. A KENNEL IS DEFINED AS HOUSING FOR THREE OR MORE DOGS.

ARTICLE X

NOXIOUS OR OFFENSIVE ACTIVITY, WHICH MAY BE CONSIDERED A NUISANCE, SHALL NOT BE CARRIED ON UPON ANY LOT OR COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME, AN ANNOYANCE OR NUISANCE TO AREA PROPERTY OWNERS. 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. ALL LOT OWNERS ARE TO KEEP THEIR PROPERTY MOWED AND IN GOOD REPAIR BEFORE, DURING, AND AFTER THE CONSTRUCTION OF THEIR RESIDENCE.

ALL OUTDOOR POLES AND LINES TO BE USED FOR THE PURPOSE OF DRYING CLOTHES OR SIMILAR EQUIPMENT SHALL BE SO PLACED OR SCREENED BY SHRUBBERY OR FENCING, AS APPROVED BY THE ARCHITECTURAL COMMITTEE, SO AS NOT TO BE VISIBLE FROM ANY STREET, HIGHWAY, WATERWAY, OR COMMON AREA.

GARBAGE MUST BE STORED IN METAL OR PLASTIC CONTAINERS WITH SECURE TOPS. FURTHERMORE, THESE CONTAINERS MUST BE PLACED IN A SANITARY ENCLOSURE, EITHER ABOVE OR BELOW GROUND LEVEL, THAT WILL NOT PERMIT ACCESS TO ANIMALS OR CAUSE THE CANS TO BE VISIBLE. SAID CONTAINERS AND ENCLOSURES SHALL BE MAINTAINED UNDER SANITARY CONDITIONS. INCINERATION OF GARBAGE OR TRASH IS NOT ALLOWED.

IN THE EVENT THE OWNER OF ANY LOT DOES NOT PROPERLY MAINTAIN HIS LOT, AS ABOVE PROVIDED, IN THE OPINION OF THE ARCHITECTURAL COMMITTEE, THEN THE ARCHITECTURAL COMMITTEE MAY HAVE THE REQUIRED WORK DONE AND THE COSTS THUS INCURRED IN PERFORMING THE WORK SHALL BE PAID BY THE OWNER AND IF NOT PAID, SHALL BECOME A LIEN ON THE PROPERTY.

ARTICLE XI

ALL ELECTRICAL, TELEPHONE, AND CABLE TV SERVICES FROM DISTRIBUTION SYSTEM TO RESIDENCE OR OTHER BUILDING 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. FURTHERMORE, NO OVERHEAD WIRES MAY BE RUN BETWEEN STRUCTURES ON ANY LOT.

ANTENNAS, SATELLITE DISHES AND TOWER PLACEMENT MUST BE SUBMITTED FOR POSSIBLE APPROVAL BY THE ARCHITECTURAL COMMITTEE AS TO THEIR PLACEMENT AND SCREENING SO THAT THEY MIGHT NOT DETRACT FROM THE COMMUNITY AESTHETICS.

ARTICLE XII

NO MORE THAN THIRTY PERCENT (30%) OF ANY LOT SHALL BE COVERED BY STRUCTURES AND/OR PAVED SURFACES, INCLUDING WALKWAYS OR PATIOS OF BRICK, STONE, SLATE, OR SIMILAR MATERIALS. THIS COVENANT IS INTENDED TO INSURE THE 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 XIII

WITH THE EXCEPTION OF ARTICLE XII, WHICH SHALL RUN INDEFINITELY OR UNTIL MODIFIED BY THE STATE OF NORTH CAROLINA, THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 10, 1999, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS BY VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS DESCRIBED IN ARTICLE I, IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

IF 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 HEREINABOVE 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, HIM, HER, OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

ARTICLE XIV

INVALIDATION OF ANY OF THESE RESTRICTIVE COVENANTS OR ANY PART THEREOF BY JUDGMENTS OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE 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 RESTRICTIVE COVENANTS SHALL NOT BE CONSTRUED AS A WAIVER OF ANY ENFORCEMENT RIGHT AND SHALL NOT PREVENT THE ENFORCEMENT OF SUCH RESTRICTIVE COVENANTS IN THE FUTURE.

ARTICLE XV

THE ARCHITECTURAL COMMITTEE MAY ALLOW REASONABLE VARIANCES AND ADJUSTMENTS OF THESE COVENANTS AND RESTRICTIONS IN ORDER TO OVERCOME PRACTICAL DIFFICULTIES AND PREVENT UNNECESSARY HARDSHIPS IN THE APPLICATION OF THE PROVISIONS CONTAINED HEREIN; PROVIDED, HOWEVER, THAT SUCH IS DONE IN CONFORMITY WITH THE INTENT AND PURPOSES OF THE GENERAL DEVELOPMENT SCHEME AND PROVIDED ALSO THAT IN EVERY INSTANCE SUCH VARIANCE OR ADJUSTMENT WILL NOT BE MATERIALLY DETRIMENTAL OR INJURIOUS TO OTHER PROPERTY OR IMPROVEMENTS IN THE NEIGHBORHOOD OR SUBDIVISION.

IN WITNESS WHEREOF, GRAV/WICK DEVELOPMENT COMPANY, A North Carolina General Partnership, the Declarant and/or Developer herein, has caused this instrument to be signed and sealed by its General Partners, all on the day and year first above written.

GRAV/WICK DEVELOPMENT COMPANY  
A North Carolina General Partnership

BY:

*William Ashford Gravely, Jr.* (SEAL)

WILLIAM ASHFORD GRAVELY, JR.  
General Partner

*Terry Dennis Smithwick* (SEAL)

TERRY DENNIS SMITHWICK  
General Partner

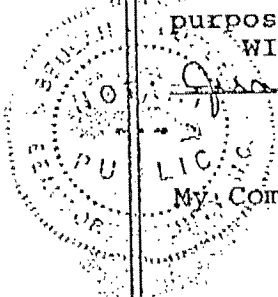


COASTAL RIVERS  
REALTY

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared WILLIAM ASHFORD GRAVELY, JR., General Partner, and he acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this 4<sup>th</sup> day of June, 1991.



Beulah J. Bowden  
NOTARY PUBLIC

My Commission Expires: 11-24-91

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared TERRY L. DENNIS SMITHWICK, General Partner, and he acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this 4<sup>th</sup> day of June, 1991.



Beulah J. Bowden  
NOTARY PUBLIC

My Commission Expires: 11-24-91



North Carolina  
Beaufort County

The foregoing Certificate of Beulah J. Bowden

Notary Public/Notaries Public is/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 941, Page 677.

This 7 day of June, 1991 at 4:08 o'clock P.M.

John I. Morgan  
Register of Deeds

By Betty M. Hester  
Deputy Register of Deeds

*Handwritten mark*