

Washington Park

on of said instrument in the presence of said President of said corporation.
the instrument and this certificate be recorded.

Witness my hand this the 11th. day of Jan'y. 1909.

Geo. A. Paul, Clk. Supr. Court.

✓
✓ Jan. 11th. 1909.

B. M. M. M.
Regr. of Deeds.

, Beaufort County.

This Deed, made this 21st. day of November, 1908, by John H. Small
ella C. Small, parties of the first part, to ✓ Beverly G. Moss, party of
the second part, all of the County and State aforesaid, witnesseth:

That the parties of the first part, for and in consideration of the
sum of One Hundred Dollars to them in hand paid by the party of the second part
whereof is admitted, have given, granted, bargained, sold and do hereby
convey unto Beverly G. Moss and his heirs and assigns in fee-simple, all those lots
and situated in the County of Beaufort, State of North Carolina, lying
within the City of Washington, and known and designated as Lot No. 11 and
look 1 on the map of the property known as Washington Park, which map
is on file in the office of the Register of Deeds of Beaufort County in Book 142,
to which reference is hereby made. Said two lots lie on the North side of
Small Avenue and are contiguous to each other, and are bounded on the East by beach
lots fronting on Small Avenue and containing an aggregate width of 100
feet extending Northwardly from Small Avenue, and parallel with Beach Street, a
distance of 100 feet to an alley.

It being mutually agreed that the above described premises are sold by
the first part and bought by the party of the second part, subject to
the terms, conditions and covenants, and that the same shall run with the

1) The parties of the first part shall pay all taxes due on the premises
prior to the 1st. 1909.

2) That it is the intention of the grantors and the purchasers to
make Washington Park a desirable residence section, free from all objections,
with attractive residences and lots and with all reasonable sanitary
arrangements. Neither the party of the second part, nor his assigns will build
nor build upon any one lot any building, except a detached dwelling
not more than one story and an attic in height, nor with a roof of the char-
acter of a flat roof. A stable and other necessary outhouses may be constructed
and appurtenant to said dwelling house, but shall not be nearer the
dwelling than an one hundred feet. All vehicles shall enter the lot in the rear
and shall not be driven across the front sidewalk.

That no interment shall be made and no cemetery permitted within Washington Park.

(3) That no part of said building, including piazzas or bay windows shall be erected on any portion of said lot nearer than twenty feet from the front street line. The main side walls of the dwelling house shall stand at least five feet from the side lines of the said lot or from the outside lines if the party of the second part shall purchase two

(4) No close board fence shall be erected or maintained on the sides of said lot nearer than twenty feet from the front street line, and no fence or hedge shall be maintained on the front line or on the side line nearer than a distance of twenty feet from the front line, exceeding four feet in height.

(5) That all pipes for sewerage, water, gas, all fire plugs and telephone poles and all other pipes, wires or poles necessary or convenient for the lot owners of the Park, shall be laid in or erected on the alleys in the rear of the lots or on the side streets as far as may be necessary, provided that electric light poles or trolley car poles may be erected on the avenues or side streets.

(6) That neither the party of the second part or his heirs or assigns, shall or will carry or permit to be carried on any portion of said premises any manufacturing or selling or dealing in malt, vinous or spirituous liquors or merchandise of any description, or any trade of business whatsoever, or any manufacturing of any kind whatsoever, nor shall any other act be done or permitted which shall constitute a nuisance to other lot owners in the Park, and it is agreed that said Washington Park shall be occupied and used for residence purposes only, provided that not more than two drug stores may be permitted on other lots in said park at such locations as may be designated by the parties of the first part.

Provided, further, that at the end of twenty five years from the first day of June, 1906, all of the owners of lots in Washington Park living at that time may hold an election to determine whether general trade and merchandise and manufacturing may be conducted within the present limits of Washington Park, not including the reservations, said election to be called and held by and under regulations authorized by the majority of such lot owners, or by legislative or municipal authority (if such Park shall then be incorporated in any municipality), it being understood that the basis of voting shall be one vote for each square foot at the original cost of two and one half cents each or less, and that each square foot shall have an additional vote for each additional original cost of two and one half cents per square foot or a fractional vote for any increased cost not less than two and one half cents and if a majority in area shall so vote, then trade and manufacturing may be permitted in the future in Washington Park, but not in or on the several parks or waters fronts so reserved; but it is expressly provided that the prohibition against the sale or manufacture of intoxicating liquors shall remain in force forever.

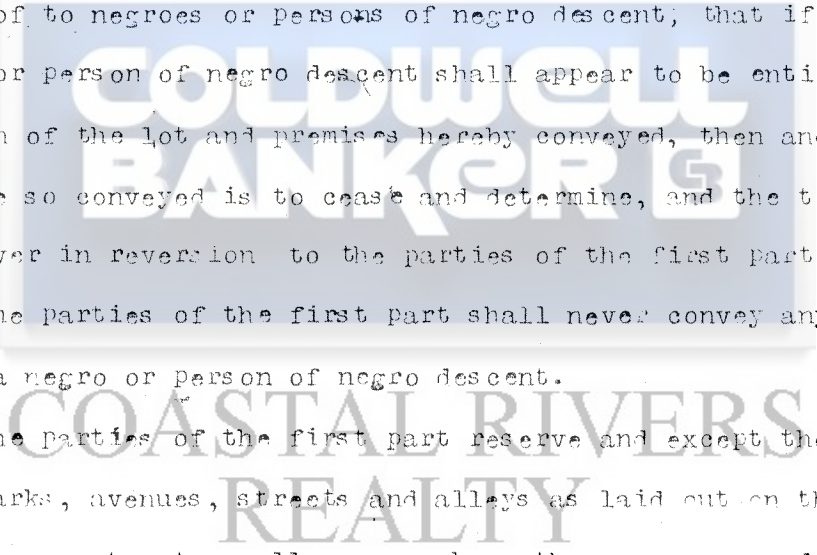
Provided, further, that if a majority of such lot owners shall not so vote, then another and similar election may be called and held at the expiration of an additional term of ten years and at intervals of ten years thereafter.

Provided, further, that the election herein authorized shall have application only to restrictions against manufacturing and trade comprised in this paragraph.

(7) That no hogs shall be kept, no piggeries be kept, no fertilizer shall be manufactured or stored, no livery stable conducted or other business of an offensive or unsanitary character shall be permitted within the present limits of Washington Park as shown by the map as recorded, That not more than two cows may be kept on the premises appurtenant to each dwelling house, unless written consent to keep an additional number shall be obtained from all other lot owners within the same square between the avenues. That no stables where horses, cows or other animals shall be kept and all poultry houses shall be maintained in a sanitary condition. That the party of the second part shall observe all sanitary regulations imposed by the parties of the first part or their assigns, but such regulations shall first be approved by the County Superintendent and the Board of Health of Beaufort County. That if sewerage shall be established in Washington Park, or any part thereof, the party of the second part shall connect his houses with such sewer pipe in the rear of his lots.

(8) That the premises hereby conveyed shall not be sold, rented or otherwise disposed of to negroes or persons of negro descent; that if at any time in the future a negro or person of negro descent shall appear to be entitled to legal or actual possession of the lot and premises hereby conveyed, then and in such event the title and estate so conveyed is to cease and determine, and the title to same is hereby limited over in reversion to the parties of the first part, their heirs and assigns, that the parties of the first part shall never convey any part of Washington Park to a negro or person of negro descent.

(9) The parties of the first part reserve and except the title in fee absolutely to all parks, avenues, streets and alleys as laid out on the map aforesaid provided that no avenue, street or alley or park on the map as recorded shall be closed or materially altered by the parties of the first part, except by consent of all the lot owners abutting on said street or park. The parties of the first part reserve and except the title in fee, with the actual and exclusive possession thereof of that part of the water front on Pamlico River and lying South of Small Avenue and South of the present enclosure and of a width of 350 feet and designated upon the map by letters A. B. C. D. The remainder of the water front on Pamlico River South of Small Avenue and on Runyan's Creek, West of Edgewater Avenue shall not be sold for residence purposes but shall remain free for the use of the lot owners in Washington Park, and such other white persons as may keep the peace and preserve order, for the purpose of recreation and pleasure, subject to the general control of the parties of the first part as provided in the succeeding section, but subject to this easement the parties of the first part reserve the right in fee simple in all of said water front. The parties of the first part also reserve and except all the riparian rights and all other rights appurtenant to said property, to be held and exercised



for the benefit of the lot owners in said Park. The parties of the first part reserve a sufficient area on the water front for a Country Club, or similar organization, which may be organized hereafter, and to whom the same may be conveyed for such purposes only, said location to be South of Small Avenue and lying East of that portion of water front reserved by the parties of the first part, containing about one acre. The parties of the first part also reserve a sufficient area to be located by them, not to exceed one acre, on said water front and South of Small Avenue and lying still further East, to be granted to another similar organization formed for pleasure and recreation, the said area to be granted for such purposes only.

(10) The parties of the first part expressly reserve the control of the several parks, avenues, streets and water fronts and may exclude any persons therefrom or from the use thereof, no wharves, piers or structures of any kind shall be erected on said water fronts except by a lot owner and then only upon revokable license issued by the parties of the first part, but the parties of the first part or any number of lot owners may construct recreation piers or other structures for the use of all the lot owners, after the plans therefor have first been approved by the parties of the first part, but no lot owner shall be excluded from the Parks or water fronts, except by a request of a majority in writing of all of the existing lot owners.

(11) That the dedication of the avenues, streets, parks and part of water front to the use of the residents of Washington Park shall be subject to the following conditions, viz: (1) That the parties of the first part may gather and sell all pecans from trees that may be planted on the streets, parks and water fronts; (2) That the parties of the first part may charge a reasonable fee for admission to any recreation pier or structure on the water front that they may erect, which sums so collected shall be devoted to re-imbusement for cost of such structure and to paying any taxes which may be levied against the parks and water fronts, (if any) and maintaining streets and sidewalks, but no profit shall be made.

(3) That Washington Park, or any part thereof shall not be added within the limits of the City of Washington, or be created a separate municipality by the General Assembly of North Carolina unless and except such municipality shall pay to the parties of the first part, their heirs and assigns, a fair value as compensation for the land embraced in the streets, avenues, parks and water fronts, and for improvements thereof, and such municipality shall forever preserve and maintain such water fronts, parks and other reservations for the use and recreation of the white inhabitants of Washington Park and of such municipality, and if such municipality shall attempt to sell or otherwise subject such reservation to private use, then any resident of said Park shall have a right of action at law or in equity to enjoin such municipality, the intent being that such reservations shall forever be appropriated to public use and recreation by the white residents and owners of said Park, but that if the area known as Washington Park shall be made a part of a municipality, then and in such event said municipality shall pay to the parties of the first part a fair value for same as a condition precedent to said Park being made a part of such municipality.

