

*Waters
Run*

BK 1220 PG 480

NORTH CAROLINA
BEAUFORT COUNTY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made and executed this 3rd day of October, 2001, by DANNY M. WATERS and wife, ALICE D. WATERS, of Beaufort County, North Carolina, hereinafter referred to as "Declarants;"

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of that certain tract of real estate as described in Article I of this Declaration and are desirous of subjecting said real property to the protective covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of the said real estate and for each owner thereof and shall inure to the benefit of and pass with and run with the said land and each and every lot or parcel thereof and shall apply to bind the successors in interest and any owner thereof;

NOW, THEREFORE, the Declarants hereby declare that all of the real property as described in and referred to in Article I hereof is and shall be held, transferred, 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 of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective easements, restrictions, covenants and conditions set forth in the various articles of this declaration is located in Washington Township, Beaufort County, North Carolina, and is more particularly described as follows:

BEING Lot Numbers Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Ten (10) in Waters Run Subdivision as the same is shown on that map by Mayo and Associates, P.A. of record in Plat Cabinet F, Slide 83-2, which is one of four maps for the Waters Run Subdivision-Phase II, recorded in Plat Cabinet F, Slide(s) 82-10, 83-1, 83-2 and 83-3 of the Beaufort County Registry, with reference to said map for complete and detailed description. Reference is made to the Will of Nancy E. Waters of record in Estate File No. 96-E-179 in the office of the Clerk of Superior Court of Beaufort County.

PREPARED BY:
KEITH B. MASON

ARTICLE II

The real property described in Article I hereof (hereinafter called Lot or Lots as applicable) is subject to the protective covenants, easements, restrictions and conditions 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 permitted to remain on any Lot other than one detached single family dwelling with or without a basement plus not more than two and one-half stories and a private garage, attached or detached for the use only of the occupants of the said dwelling.

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 or mobile home may be stored or regularly parked on any lot. The ground floor of any dwelling constructed on any lot on the property, exclusive of one story open porches and garages, shall not be less than 1,600 square feet in the case of a one-story structure, shall not be less than 1,000 square feet in the case of a one and one-half story or two-story or two and a half story residential structure. Further, no abandoned or derelict motor vehicles 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

The following building restrictions apply to the real property described in Article I hereof.

No single story residential structure which has an area less than that hereinafter listed exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any of the said Lots. No single story residential structure which has an area of less than 1,600 square feet shall be allowed upon any of the said Lots. Further, no one and a half story or two story or two and a half story residential structure which has a ground floor 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. However, deviations of 100 square feet or less shall not be considered violations of this Article.

Except as mentioned above in Article III during the course of construction of a permanently attached, site built residence, no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other out building shall be used on any Lot at anytime as a residence either temporarily or permanently. No metal buildings may be used as a residence on any Lot or Lots.

ARTICLE VII

No structure, other than a pump house or other such structure covering a water well or water well pump, may be built within 15 feet from either Lot sideline or within 50 feet of the road right-of-way. Deviations of 10% from the sideline set back requirements and the front set back requirements shall not be considered a violation of this.

ARTICLE VIII

All electrical and telephone services from distribution systems to residences 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 shall be permitted on any Lot.

Easements for installation and maintenance of utilities are reserved measuring five feet in width over side Lot lines and ten feet in width back from the road right of way of each building Lot. Declarant reserves the right to waive provisions of this Article in whole or in part by special recorded instrument.

ARTICLE IX

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 the Declarants.

ARTICLE X

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot subject to this Declaration, except that a reasonable number of dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE XI

All fuel tanks, including propane gas tanks or liquid propane gas tanks, or any other fuel containers on any Lot shall be installed either underground, if allowed by law, or otherwise

concealed from view by a screen or fence. Outdoor garbage cans on any Lot shall be equipped with a suitable top and shall either be concealed in an underground receptacle or concealed with plantings, screen walls or screen fences.

ARTICLE XII

All driveway connections shall comply with existing standards established by the North Carolina Department of Transportation, and all driveways shall be constructed of gravel, asphalt, or concrete.

ARTICLE XIII

These easements, restrictions, covenants and conditions are to run with the land and shall be binding on all parties and persons claiming under them until October 1, 2011, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the Lots described in Article I it is agreed to change the said covenants in whole or in part. If the parties hereto, of 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 doing so or to recover damages or other dues for such violation.

ARTICLE XIV

Invalidation of any one of these easements, restrictions, covenants and conditions 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 provisions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of any such easements, restrictions, covenants or conditions in the future.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and affixed their seals, the day and year first above written.

Danny M. Waters (SEAL)
DANNY M. WATERS

Alice D. Waters (SEAL)
ALICE D. WATERS

NORTH CAROLINA
BEAUFORT COUNTY

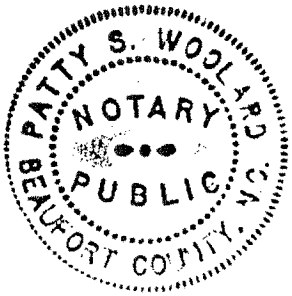
Before me, a Notary Public in and for the State and County aforesaid, personally appeared DANNY M. WATERS and wife, ALICE D. WATERS and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 3rd day of October, 2001.

Patty S. Woolard
Notary Public

My Commission Expires:

01/20/2005



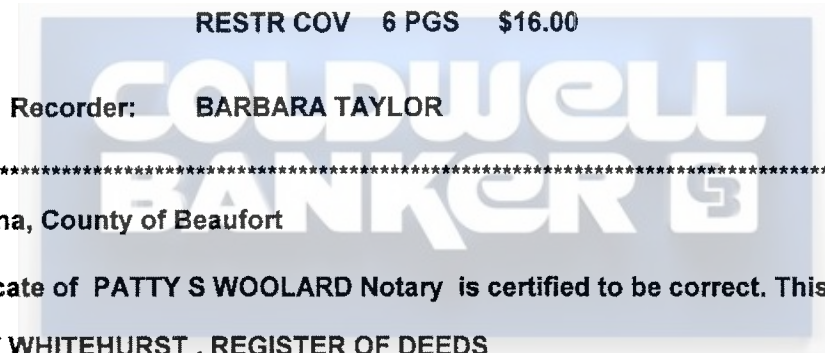
COASTAL RIVERS
REALTY



JENNIFER LEGGETT WHITEHURST
BEAUFORT COUNTY REGISTER OF DEEDS
COURTHOUSE BUILDING
112 W. 2ND STREET
WASHINGTON, NC 27889

Filed For Registration: 10/04/2001 02:23:29 PM
Book: RE 1220 Page: 480-485
Document No.: 2001006929
RESTR COV 6 PGS \$16.00

Recorder: BARBARA TAYLOR



State of North Carolina, County of Beaufort

The foregoing certificate of PATTY S WOOLARD Notary is certified to be correct. This 4TH of October 2001

JENNIFER LEGGETT WHITEHURST , REGISTER OF DEEDS

By: Barbara Taylor
Deputy/Assistant Register of Deeds

Keith Mason

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