

*Yacht Club Cove
Covenants*

BOOK 793 PAGE 66

by deeds, deeds of trust, mortgages, or other instruments to various and sundry persons, firms and/or corporations, subject to certain restrictive and protective covenants, conditions and easements which are deemed to make said subdivision more desirable and to be for the benefit of all of those who acquire title to any one or more of said lots, to the end that such covenants, restrictions, and easements herein set forth shall enure to the benefit of each person, firm, or corporation which may acquire title to any one or all of such lots, and which shall be binding upon any person, firm, or corporation, to which or to whom the said DAVID L. HARRELD, Trustee, shall hereinafter convey any one or more of said lots.

NOW THEREFORE, in consideration of the premises, the said party of the first part does hereby covenant and agree with the parties of the second part, that it will convey all of the lots in said Subdivision known as Yacht Club Cove and the three (3) lots of Jefferson Park, Section I, namely Lots #29, 30 and 31 on the map above referred, subject to all of the restrictive covenants, conditions, and easements hereinafter recited, and the said party of the first part, and any persons, firm or corporation, who or which shall acquire title to any of said lots by deed, mortgage, deed of trust or other instrument, by the acceptance of such conveyance thereof, agrees that the same shall be subject to all the restrictive covenants, conditions and easements following:

1. The lots in said subdivision shall be used for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 1/2 stories in height and other outbuildings incidental to residential use of the lot.
2. No building shall be located on any lot nearer to the front lot line than 40 feet and no nearer than 10 feet to any sideline.
3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

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

5. No dwelling shall be permitted on any lot, the ground floor area of the main structure of which shall be less than 1,500 square feet for a single story dwelling nor less than 900 square feet for a dwelling of more than one story, exclusive of porches, garages, or carports.

6. All lots in said Subdivision shall be kept free and clear of weeds, rubbish, trash, and debris, and said lots shall be kept neatly mowed.

7. All garbage and refuse disposal and all plumbing installed on said lots shall be in accordance with appropriate governmental regulations.

8. No mining or drilling operations for minerals shall be permitted on any lot.

9. Fuel oil tanks shall be buried or enclosed in such a manner as to create a harmonious blending of the structure with the dwelling house constructed on each lot.

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder during the construction and sales period.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except the dogs, cats or other household pets may be kept, provided that they are not kept or bred, or maintained for any commercial purpose.

12. No lot or lots shall be subdivided into parcel or parcels, unless it be bought or sold for the purpose of enlarging a lot which shall then be improved with a single family dwelling or which shall already have been improved with a single family dwelling; except, however, DAVID L. HARRELD, Trustee, his successors and assigns, hereby reserve the right to use any lot or lots for the development of streets to serve the Subdivision.

13. Each connecting driveway from the various lots in Yacht Club Cove and Lots #29, 30 and 31 of Jefferson Park, Section I, as delineated on the Map above referred to, if said driveway connects with South Wedgewood Drive or North Wedgewood Drive, shall have a fifteen (15) inch concrete pipe underneath said driveway for drainage purposes.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of

the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain such violation or to recover damages for any such violation and it shall be lawful for any person or persons owning any real property situated in said Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of these covenants and restrictions.

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

JAMES LARKIN LITTLE, as Trustee in and HOME SAVINGS & LOAN ASSOCIATION of Greenville, North Carolina, as owner and holder of an indebtedness secured by a Deed of Trust from the party of the first part recorded in the Office of the Register of Deeds of Beaufort County in Book 787, Page 163, join in the execution hereof for the purpose of consent and ratification of the above described restrictive covenants above recited in order to make this portion of the property described in the Deed of Trust in Book 787, Page 163 of the Beaufort County Registry subject to these restrictive covenants, but the lien as to the remaining property and as to this property described in the above restrictive covenants is expressly retained.

IN WITNESS WHEREOF, DAVID L. HARRELD, Trustee, has hereunto set his hand and seal, this the day and year first above written and HOME SAVINGS & LOAN ASSOCIATION of Greenville, North Carolina, has caused this instrument to be executed in its name by its Ex. Vice. President, attested by its _____ Secretary,

*Gadot Club Cove
Amendment
to
Covenants*

NORTH CAROLINA
BEAUFORT COUNTY

BOOK 796 PAGE 549

THIS INDENTURE, made and entered into this the 20th day of October, 1980, by and between DAVID L. HARRELD, Trustee, party of the first part, and any person, persons, firms, or corporations who or which may hereafter acquire title by deed of conveyance, mortgage, or deed of trust to any of the lots or parcels of land hereinafter referred to and situated within the subdivision hereinafter mentioned, and their respective heirs and assigns, hereinafter referred to as parties of the second part;

W I T N E S S E T H:

THAT WHEREAS, said party of the first part heretofore executed certain restrictive covenants, conditions and easements dated July 2, 1980 and recorded in Book 793, Page 65 in the Office of the Register of Deeds of Beaufort County; and whereas, by mistake, said restrictive covenants contained an error in No. 12 listed therein. Said error stated in part the following: "David L. Harreld, Trustee, his successors and assigns, hereby reserve the right to use any lot or lots for the development of streets to serve the subdivision." And whereas, it was intended that said No. 12 should read in part as follows: "David L. Harreld, Trustee, his successors and assigns, hereby reserve the right to use any unsold lot or lots for the development of streets to serve the subdivision;" and whereas, said party of the first part intends to correct said error so that there will be no confusion;

NOW, THEREFORE, in consideration of the premises, the said party of the first part does hereby covenant and agree with the parties of the second part that said restrictive covenant No. 12 is hereby amended to read as follows: "12. No lot or lots shall

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HOLSCHER & FRANCISCO
ATTORNEYS AT LAW
WASHINGTON, NC

be subdivided into parcel or parcels, unless it be bought or sold for the purpose of enlarging a lot which shall then be improved with a single family dwelling or which shall already have been improved with a single family dwelling; except, however, David L. Harreld, Trustee, his successors and assigns, hereby reserves the right to use any unsold lot or lots for the development of streets to serve the subdivision."

JAMES LARKIN LITTLE, as Trustee in and HOME SAVINGS & LOAN ASSOCIATION of Greenville, North Carolina, as owner and holder of an indebtedness secured by a Deed of Trust from the party of the first part recorded in the Office of the Register of Deeds of Beaufort County in Book 787, Page 163, join in the execution hereof for the purpose of consent and ratification of said correction and amendment to said above described restrictive covenants, but the lien as to the remaining property and as to this property described in the above restrictive covenants is expressly retained.

IN WITNESS WHEREOF, DAVID L. HARRELD, Trustee has hereunto set his hand and seal, this the day and year first above written and HOME SAVINGS & LOAN ASSOCIATION of Greenville, North Carolina, has caused this instrument to be executed in its name by its Eye-Vice President, attested by its _____ Secretary, all by authority of its Board of Directors duly given; and JAMES LARKIN LITTLE, as Trustee, has hereunto set his hand and seal, this the day and year first above written.

David L. Harreld, Trustee (SEAL)
DAVID L. HARRELD, TRUSTEE

James Larkin Little (SEAL)
JAMES LARKIN LITTLE, TRUSTEE

HOME SAVINGS & LOAN ASSOCIATION OF GREENVILLE, NORTH CAROLINA

BY: James Larkin Little
PRESIDENT

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HOLSCHER & FRANCISCO
ATTORNEYS AT LAW
WASHINGTON, DC

(CORPORATE SEAL)