

NORTH CAROLINA

PERQUIMANS COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

Yeopim Beach Corporation, owner of the property situated in Bethel Township, Perquimans County, North Carolina, known as Snug Harbor Beach, hereby declares that the limitations and restrictions set forth herein shall be binding upon Section L and Section M of Snug Harbor Beach as described on plats recorded in Perquimans County Registry at Plat Book 4, Page 123 (Section L); and Plat Book 4, Page 125 (Section M) and upon all sections of Snug Harbor Beach hereafter subdivided by plat recorded in the Perquimans County Registry. Yeopim Beach Corporation is hereby designated as "Owner."

If any person subsequently acquiring title to or possession of any lot or lots within said subdivision, or his or her heirs or assigns, shall violate any of the restrictions hereinafter set out, it shall be lawful for any person owning real property situated in said subdivision to institute legal proceedings against the person or persons violating any of said restrictions, and either to prevent him from so doing or recover damages for such violations or both. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. Residential Use. Except as may be agreed upon in writing by owner, all lots shall be used for residential purposes only, with no structures erected or maintained on any lot other than a private residence and a private garage for the sole use of the owner or occupant.

2. Design of Building. No buildings shall be placed upon a lot unless and until the plans and specifications and plot plan have been approved in writing by Owner. No approval will be granted unless in the judgment of the Owner the plans submitted

See Amendments in Book 168, Page 183.

lot lines for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electricity, telephone service, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from and across said premises to duly authorized maintenance personnel. This easement shall also extend along any owner's side and rear property lines where fractional lots are owned. It shall not be considered a violation of the terms of this easement if wires or cables carried by pole lines pass over some portion of lots not within the 5 foot wide strip provided such lines do not hinder the construction and maintenance of buildings situated on any such lots.

9. Maintenance Assessment. The owner of any lot or lots shall pay to Owner or its successors or assigns the sum of \$18 per year on the first day of May of each year for the maintenance and improvement of Snug Harbor and its appearance, sanitation, easements, recreation areas and parks, for the payment of which sum there shall be a lien on each owner's property enforceable by sale in the same manner as provided by laws pertaining to mortgage foreclosures.

10. Restriction on Sale. No property within this subdivision shall be sold to any person who is not a member of Snug Harbor Beach & Boat Club without first giving to Owner the privilege to purchase same at the same price as may in good faith be offered to other parties.

11. Duration of Restrictions. These restrictions shall be binding on the land and all parties owning same or in possession thereof for a period of twenty years from the date hereof and shall be extended for successive periods of ten years thereafter unless prior to the expiration of any such ten year period an instrument signed by the Owners of record of a majority of the lots in the subdivision has been recorded revoking or modifying said restrictions.

IN WITNESS WHEREOF, Yeopim Beach Corporation has caused this instrument to be executed by its appropriate officers by authority of its Board of Directors, this 22nd day of May, 1968.

YEOPIM BEACH CORPORATION

By: Ralph H. Bladen
President

ATTEST:

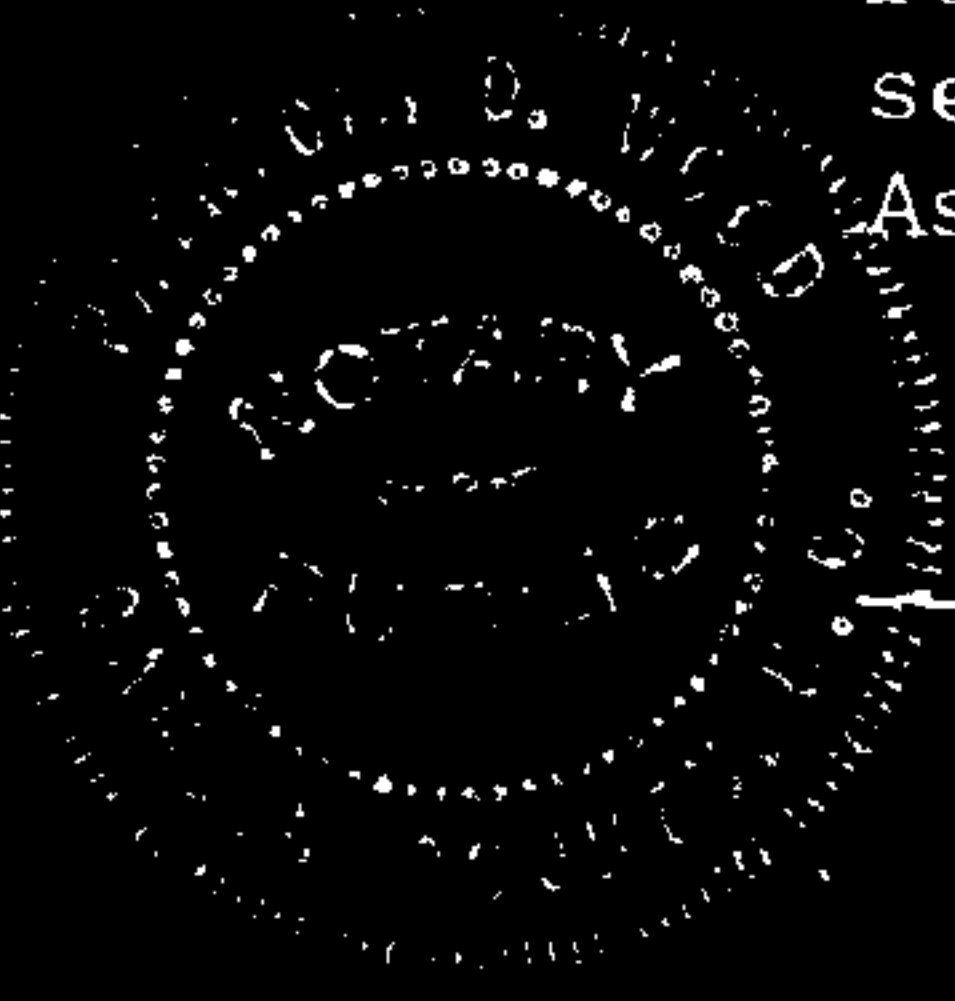
Frank H. Habit
Asst. Secretary

NORTH CAROLINA
Pasquotank COUNTY

I, the undersigned notary public, certify that Frank H. Habit, personally came before me this day and acknowledged that

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he is Assistant Secretary of Yeopim Beach Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.



WITNESS my hand and notarial seal this 23rd day of May, 1968.

Patricia D. Wood
Notary Public

My comm. expires:
My Commission Expires Dec. 6, 1969
NORTH CAROLINA
PERQUIMANS COUNTY

The foregoing or annexed certificate of Patricia D. Wood, a notary public for Camden County, North Carolina, is certified to be correct.

Presented for registration this 27 day of May, 1968 at 9:30 o'clock A. .M., and filed in this office in Book 57, Page 329.

Julian C. Powell
Register of Deeds

By _____
Assistant Register of Deeds

Presented for registration on the 27 day of May, 19 68 at 9:30 o'clock A. .M., and registered in the office of the Register of Deeds for Perquimans County, N. C. this 29 day of May, 19 68 at 5:00 P. .M., in DEED Book No. 57 Page No. 329.

Julian C. Powell
Register of Deeds.

conform to the restrictions contained herein and to the prevailing standard of buildings situated in the subdivision.

3. Minimum Size. No residential building shall be erected or maintained on lots 1 through 18 and 33 through 42 of Section L recorded in Plat Book 4, Page 123, Perquimans County Registry, having a ground floor area of less than 800 square feet of livable area plus 150 square feet of porch area. No residential building shall be erected or maintained on any lot fronting on Yeopim Creek or canals within said subdivision having a ground floor area of less than 900 square feet including porches. No residential building shall be erected on any other lot having a ground floor area of less than 800 square feet including porches.

4. Setback Restrictions. No building shall be erected or maintained on any lot closer than 25 feet from the front lot line, nor closer than 10 feet from back or side lot lines without the written consent of Owner.

5. Exteriors. Building exteriors must be of brick, frame or block construction. Block exteriors and wood exteriors (unless made of cypress, juniper, redwood or cedar) must be painted or stained, in a manner satisfactory to Owner. No metal roofs shall be used.

6. Nuisances. No nuisance or offensive, noisy or illegal activity shall be done, suffered, or permitted upon any lot; and no part of any lot shall be used or occupied injuriously to affect the use or value of the adjoining or adjacent premises for residence purposes or the neighborhood wherein said premises are situated. No outdoor toilet facilities or privies shall be permitted. Wells, septic tanks, cesspools and the like shall be arranged and constructed in accordance with the Public Health laws. Outside garbage and trash accumulations shall be maintained in closed, sturdy containers, as inconspicuously as practical, and they shall be emptied regularly. No signs or advertising posters shall be permitted on any lot, except signs identifying the owner or occupant of the property or signs used by a builder to advertise the property during the construction period, except by permission of Owner. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained on any lot. No junk, wreck, or inoperative automobile, truck or boat shall be permitted to remain on the property, nor shall other unsightly materials be stored thereon.

7. Trailers and Temporary Buildings. House trailers are permitted to be placed only on lots within a Section the recorded plat of which indicates that house trailers are permitted. No other temporary building, tent or shack shall be erected or placed on any lot except such temporary building as may be necessary for the storage of materials or the convenience of workmen and owners during the erection of buildings. Once construction is started on any building, the exterior thereon must be completed within six months thereafter.

8. Easements. Easements are reserved along and within 5 feet of all rear and side lines and within 10 feet of all front