

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 the following section of Snug Harbor Beach, plats of which are recorded in the Perquimans County Registry, as indicated:

Section II Plat Book 4, Page 115

Yeopim Beach Corporation is hereafter 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. No building shall be erected or maintained on any lot other than a private residence and a private garage for the sole use of the owner or occupant, and no business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in said subdivision, without first receiving written approval of Yeopim Beach Corporation, nor shall any animals, birds, fowl or poultry, except common household pets, be kept at any time thereon.

2. Any garage erected or maintained must conform in appearance and construction to the residence on such lot.

3. No part of said premises shall be used for commercial or manufacturing purposes without first receiving written approval of Yeopim Beach Corporation.

4. No residential building shall be erected or maintained on any lot fronting on the Yeopim River, Yeopim Creek, or canals

See Amendments in Book 168, Page 183.

33
provided by law for sales under mortgages, etc.; if not paid by June 15th of each year.

13. These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of ten years unless and prior to the expiration of any such 10 year period, an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part.

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

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 25th day of January, 1968.

YEOPIM BEACH CORPORATION

ATTEST:

BY: Frank H. Stahl
President

Frank H. Stahl
Asst. Secretary

NORTH CAROLINA

Perquimans COUNTY

I, the undersigned notary public, certify that Frank H. Stahl personally came before me this day and acknowledged that 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 his name by its President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

WITNESS my hand and notarial seal this 25th day of January, 1968.

Patricia D. Wood
Notary Public

My comm. expires: My Commission Expires Dec. 31, 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.

This 26 day of January, 1968.

Julian C. Powell
Register of Deeds

Presented for registration on the 26 day of Jan., 19 68 at 5:15 o'clock P. M., and registered in the office of the Register of Deeds for Perquimans County, N. C. this 31 day of Jan., 19 68 at 5:00 P. M., in DEED Book No. 57 Page No. 31.

Julian C. Powell
Register of Deeds.

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 less than 800 square feet including porches excepting the lots designated as mobile home and camping trailer sites as shown on the plat of record.

5. No building shall be erected or maintained on any lot closer than 25 feet from front lot line, nor closer than 10 feet from back or side lot lines without the written consent of Yeopim Beach Corporation.

6. No outside toilet or privy shall be erected or maintained.

7. Building exteriors must be of brick, frame or block construction; and wood exterior or block exterior must be painted with at least two coats of paint. No tin or metal roofs shall be used.

8. The placing of house trailers, regardless of size and facilities shall be prohibited on any lot other than the lots designated for this purpose as shown on the plat of record.

9. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent accumulation of rubbish and debris on the premises.

10. Easements are reserved along and within 5 feet of the rear line, front line and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at anytime may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 5 foot wide strip as long as such lines do not hinder the construction of buildings on any lots in this subdivision.

11. The property hereby conveyed shall not be sold to any person who is not a member of Snug Harbor Beach Club without first giving Yeopim Beach Corporation or its successors or assigns the right to purchase the same at the same price as may be offered in good faith by such other prospective purchasers.

12. Owners and purchasers of lots in this subdivision shall be required to pay to Yeopim Beach Corporation, its successors or assigns, the sum of \$18 per year on the first day of May of each year for the maintenance of the recreation area and park, which sum shall be a lien on all of the property owned by Yeopim Beach Corporation in this subdivision subject to foreclosure as