

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 P as described and delineated on plat recorded in Perquimans County Registry at Plat Book 4, page 169. Yeopim Beach Corporation is hereby designated as "Owner."

If any person subsequently acquiring title to or possession to 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. Use. Except as may be agreed upon in writing by Owner, all lots shall be used as camp sites only, with no structures erected on any lot other than a platform not exceeding 12 inches from the ground for erection of a tent thereon for the sole use of the owner or occupant.

2. Buildings and Fences. No residential building or house trailer shall be erected or placed on any lot within this Section. No tool sheds or storage buildings of any kind or type are permitted. No fence shall be permitted on any lot within this section which has a height above ground level in excess of thirty-six (36) inches.

3. 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

See Amendment Book 168, Page 183.

the use or value of the adjoining or adjacent premises for camping purposes or the neighborhood wherein said premises are situated. No outdoor toilet facilities or privies shall be permitted. 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, 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 will be permitted to remain on the property, nor shall other unsightly materials be stored thereon.

4. Tents. Tents and camping trailers in size and design acceptable to Owner are permitted on any lot within this Section for the purpose of camping only.

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

6. Maintenance Assessment. The owner of any lot shall pay to Owner or its successors or assigns the sum of \$48.00 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 and all utility expenses, 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.

7. Restrictions 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 of purchasing same at the same price as may in good faith be offered to other parties.

8. 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 this section of 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 the

authority of its Board of Directors, this 30TH day of DEC,
1969.

ATTEST:

Frank H. Habit
Asst. Secretary

YEOPIM BEACH CORPORATION

BY: Ralph W. Blades
President

NORTH CAROLINA

PERQUIMANS COUNTY

I, the undersigned notary public, certify that FRANK H. HABIT, 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 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 30th day of December, 1969.

My commission expires: 12-14-74

NORTH CAROLINA

PERQUIMANS COUNTY

Patricia D. Wood
Notary Public

The foregoing certificate of Patricia D. Wood, a Notary Public of Camden County, State of North Carolina is certified to be correct.

This 6 day of January, ~~1969~~ 1970.

Julian C. Powell
Register of Deeds

BY: _____
Deputy

This instrument was presented for registration and recorded in the office of the Register of Deeds of Perquimans County, N. C., in DEED Book 60, Page 147. This 6 day of January, 1970, at 10:45, o'clock a. M.

Julian C. Powell
Register of Deeds.

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