

RH
SWANSBORO,
NC.

NORTH CAROLINA

CARTERET COUNTY

THIS PROTECTIVE COVENANTS AGREEMENT, made and entered into this 18th day of December, 1974, by and between W.B. McLean and wife, Ruth Paxon McLean of the County of Robeson and State of North Carolina, parties of the first part and all parties, firms and corporations who may hereafter acquire any lot or portion of land which is a part of the lands or subdivision of the parties of the first part under a deed which specifically incorporates this agreement by reference in the original or first transfer of title;

WITNESSETH:

That whereas, parties of the first part are owners of certain lands on Bogue Banks, White Oak Township, Carteret County, in the Town of Emerald Isle, North Carolina, and shown and described on a map entitled, "South Portion of Block 27 Emerald Isle by the Sea" prepared by J.P. McLean, P.E. , and recorded in Map Book _____, Page _____, in the Office of the Register of Deeds of Carteret County, North Carolina;

And whereas, it is the desire and purpose of said parties of the first part to develop said property into a residential community of such type and character as will make a desirable, attractive and healthful place in which to live and one in which the investment of home builders will be protected, and, in general to provide for a high type and quality of improvement for said subdivision and to insure the best use of the land to enhance its natural and scenic beauty;

Now, therefore, the said parties of the first part do covenant and agree with all the persons, firms and corporations hereafter acquiring any of the lots of the property of the parties of the first part hereinabove referred to, that such lots are hereby subjected to the following restrictions as to the use thereof, running with said property, by whomsoever owned, to-wit:

A. LAND USE. No lot shall be used except for residential purposes and no business or commercial activity shall be engaged in or conducted thereupon.

The lay of the lots as shown on the recorded map shall be adhered to and no lot or group of lots may be subdivided so as to provide a greater number of smaller lots except with the approval of the parties of the first part; however, more than one lot may be used for the erection or placement of a residential structure subject to the conditions in Article C below.

No additional streets, roadways or driveways, either public or private, shall be opened from or through any lot to serve adjoining property, except by parties of the first part, their successors or bulk assignees.

B. EASEMENTS. The parties of the first part reserve an easement or right-of-way, which they at any time in the future may use themselves or grant to others, for the purpose of rights-of-way for water and sewer pipes, telephone and electric light poles, wires and cables and all equipment necessary for the installation, use and maintenance of utilities, including water, telephone and electricity. The said easement and/or right-of-way across and upon said lots shall be confined to a distance of not more than ten (10) feet from the street property line.

C. DWELLING SIZE, LOCATION, AND TYPE. No dwelling shall be permitted on any lot in which the ground floor area of the main structure is less than nine hundred (900) square feet, exclusive of one-story open porches and garages. No dwelling or other structure shall be located on any lot which is at a location nearer to the boundary lines of said building lot than the following distances:

Front boundary line-thirty (30) feet, or the distance of the setback line as shown on the hereinabove referred to map, whichever distance is greater.

Back boundary line-ten (10) feet.

Side boundary line-ten (10) feet.

DEFINITIONS

Front boundary lines - are defined as the boundary line nearest to the street.

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Back boundary lines - are defined as being the boundary line opposite the front boundary line.

Side boundary lines - are defined as being the two boundary lines other than the front and back boundary lines.

No solid fence or wall shall be erected or allowed to remain on any lot which is higher than three (3) feet above the general level of the ground.

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 no larger than one foot by two feet.

It is specifically provided that no concrete blocks, either in buildings or walls, shall be used above finished ground elevation unless said blocks are painted or covered with brick veneer, stone or stucco.

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

It is specifically provided that no mobile home shall be used on any lot at any time as a residence. For purpose of definition, a mobile home shall be a detached residential dwelling unit designed for transportation after fabrication on streets or highways on its own wheels or on flatbeds or other trailers, and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy except for minor and incidental unpacking and assembly operations; whether or not in one or several units.

No trade materials or inventories may be stored upon the premises and no trucks or tractors may be stored or regularly parked on the premises.


D. NUISANCES. No noxious or offensive activity shall be carried on on any lot; nor shall anything be done thereon which may become an annoyance to the neighborhood.

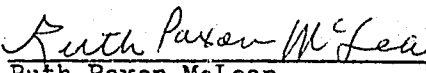
E. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a term of twenty five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years 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.

F. ENFORCEMENT. These covenants may be enforced by a proceeding at law or in equity against any person or persons violating or attempting to violate any of the covenants. Said proceedings may be brought by any owner of lands within said subdivision.

G. SEVERABILITY. Invalidation of any of these covenants by judgement or by court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, said parties of the first part have hereunto set their hands and seals this the day and year first above written.

 (SEAL)
W.B. McLean

 (SEAL)
Ruth Paxson McLean

NORTH CAROLINA

CARTERET COUNTY

I, Paxon McLean Holz, a Notary Public, certify that W.B. McLean and wife Ruth Paxon McLean, personally appeared before me this date and acknowledged the due execution of the foregoing and attached Protective Covenants Agreement.

Witness my hand and notarial seal this 16th day of January, 1975.

My commission expires: 9/21/79

Paxon McLean Holz
 Notary Public
 PAXON McLEAN HOLZ
 CARTERET COUNTY, N.C.

NORTH CAROLINA, CARTERET COUNTY, *Paxon McLean Holz*

The foregoing certificate(s) of *Paxon McLean Holz* is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 391

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This 16th day of Jan, 1975 at 3:50 o'clock P.M.

Hugh Salter
 Asst. Register of Deeds