

Warranty Deeds
426

624

IN TESTIMONY WHEREOF, the said party of the first part has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal affixed, all the day and year first above written.

STAMPED AND CANCELLED
"REV. STAMPS AFFIXED: \$3.00
Attest: W. Clarke Campbell
Secretary

CANOLINA REALTIES LIMITED (SEAL)
BY: Elizabeth L. Newkirk
President

CORPORATE SEAL

STATE OF ONTARIO
COUNTY OF YORK

I, William Filipiuk, a Notary Public, in and for the state and county aforesaid, do hereby certify that W. Clarke Campbell personally appeared before me this day and acknowledged that he is the Secretary of Canolina Realities Limited, a 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 Secretary.
WITNESS my hand and seal, this 23rd day of April, 1973.

William Filipiuk
Notary Public

My commission expires: Life
N. P. Seal

STATE OF NORTH CAROLINA
ONSLow COUNTY

The foregoing Certifies William Filipiuk is certified to be correct.
This the 19 day of June, 1973.

Mildred M. Thomas, Register of Deeds
Filed for registration at 9 o'clock A.M. June 19, 1973 and duly recorded June 19, 1973.
Mildred M. Thomas, Register of Deeds

HICKORY HILLS, INC.
TO QUAIL POINT PART I

426-624

June 19, 1973

NORTH CAROLINA
ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION, made this 15th day of June, 1973, by HICKORY HILLS, INC., a North Carolina Corporation, hereinafter call the Declarant:

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall insure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all of Lots No. 1 through 16, as shown on map of "Part I, Quail Point, Swansboro Township, Onslow County, North Carolina", prepared by Sam J. Morris, Jr., C. E., in November, 1972, and recorded in Map Book 13, Page 61, Onslow County Registry; Lots 1 through 11, as shown on map of "Part II, Quail Point, Swansboro Township, North Carolina", prepared by Sam J. Morris, Jr., C. E., in November, 1972, and recorded in Map Book 13, Page 60, Onslow County Registry; and Lots 1 through 90, as shown on map entitled "Part III, Quail Point, Swansboro Township, Onslow County, North Carolina", prepared by Sam J. Morris Jr., C. E., in May, 1973, and recorded in Map Book 13, Page 73, Onslow County Registry, reference to which maps are hereby made for a more complete and accurate description.

ARTICLE II

LAND USE: No lot shall be used except for the location of mobile, modular or conventional homes, (Plans to be approved by VA, FHA, Farmers Home Administration Savings and Loan, or Hickory Hills). However, attachments to mobile homes may be constructed but said attachments must be constructed of NEW materials of a permanent nature.

ARTICLE III

QUALITY AND SIZE: Only mobile homes of a minimum width of at least twelve (12) feet and a minimum length of at least forty-five (45) feet shall be permitted on any lot. However, a minimum size of 10 feet x 45 feet will be permissible if the mobile home has attached to it an awning of at least 10 feet x 20 feet, it being the intention and purpose of this covenant to assure that all mobile homes shall be of essentially the same quality and workmanship and materials as other mobile homes located on said lots.

ARTICLE IV

MOBILE HOME LOCATION: No mobile home or attachment thereto shall be located on any lot nearer the front line than thirty-five (35) feet nor nearer than five (5) feet to an interior lot line, nor nearer than twenty (20) feet to the rear lot line.

ARTICLE V

LOT UTILAZATION: Only one home shall be permitted on any one lot within said sub-division. The layout of each lot shall provide off-street parking space within the lot for each automobile owned or customarily used by each person occupying the home.

ARTICLE VI

EASEMENT: The front ten (10) feet to each lot together with easements on, over, and under each lot as shown on the plats hereinabove referred to are reserved for installation and maintenance of utilities and drainage facilities.

ARTICLE VII

NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor should anything be done thereon which may be or become any annoyance or nuisance to a neighbor. Further, no stagnant water, stale garbage, trash, or any other unsanitary condition conducive to the breeding of mosquitoes, insects, or prejudicial to health may be permitted on said lots. In the event lot owner or anyone claiming under said lot owner, refuses, after due notice, to remove garbage, or abate any other unsanitary conditions, Declarant may cause said garbage to be removed or may abate any other unsanitary condition and the cost of the same may be charged to and recovered from the lot owner or anyone claiming under said lot owner.

ARTICLE VIII

SKIRTING: All homes must be skirted of metal, concrete block, brick, stone or other durable ornamental material approved by the Declarant within thirty (30) days after being placed upon any lot.

ARTICLE IX

ANIMALS, LIVESTOCK, AND POULTRY: No animals, livestock or poultry, shall be raised, bred or kept on any lot for commercial purposes; only household pets such as dogs and cats shall be kept or maintained on said lots, subject to the restriction that no household pet will be allowed to run at large on any lands in said subdivision other than the lots of each individual owner who owns said dog or other household pet.

ARTICLE X

COMMERCIAL ACTIVITIES: No lots described above for residential purposes shall be utilized in any manner for any commercial activities. Further, no junk or unlicensed automobiles shall be permitted to remain on any of said lots.

ARTICLE XI

SEVERABILITY: Invalidation of any of these protective restrictions by judgement, judicial decree or court order, or otherwise, shall not affect in any manner or particularly any of the other provisions contained in this Declaration and the remaining provisions shall thereafter be and remain in full force and effect.

IN WITNESS WHEREOF, the said HICKORY HILLS, INC., has caused these covenants to be executed in its name by its President and attested by its Secretary, all by order of its Board of Directors.

This the 15th day of June, 1973.

HICKORY HILLS, INC.
BY: W. R. Thomas
President

ATTEST: Carl Culler
Secretary

CORPORATE SEAL
NORTH CAROLINA
ONSLow COUNTY

I, the undersigned Notary Public in and for said County and State do hereby certify that W. R. Thomas personally appeared before me this day and acknowledged that he is President of Hickory Hills, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said W. R. Thomas acknowledged the said writing to be the act and deed of said corporation. Witness my hand and notarial seal this 15th day of June, 1973.

Janice B. Nealey
Notary Public

My commission expires: 3-26-78
N. P. Seal.

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate of Janice B. Nealey is certified to be correct.
This 19 day of June, A. D. 1973.

Mildred M. Thomas, Register of Deeds
Filed for registration 11 o'clock A.M. June 19, 1973, and duly recorded June 19, 1973.
Mildred M. Thomas, Register of Deeds