

STATE OF NORTH CAROLINA
COUNTY OF WASHINGTON

PROTECTIVE COVENANTS

THIS DECLARATION, Made the 3rd day of October, 1985,
by THE HARRELL COMPANY, a Virginia Corporation with its principal place
of business at P. O. Box S-194, Urbanna, Virginia 23175, hereinafter
referred to as Declarant;

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property lying
and being in Plymouth Township, Washington County, North Carolina, more
particularly described as follows:

Being lots numbers 1 through 38 inclusive, as
shown on a map of "Roanoke Shore Sub-Division"
which map is of record in the office of the
Register of Deeds of Washington County, North
Carolina in Plat Cabinet 1, Slide 189, and
identified by the following legend "Map of
Roanoke Shores Sub-Division Plymouth Twp.
- Washington Co., N. C. Scale: 1 in = 100 ft.
- Surveyed Dec. 18, 1984 By: John E. Rea -
Registered Surveyor - L-1237 Plymouth, North
Carolina."

WHEREAS, Declarant now desires to impose certain protective
restrictions, conditions, limitations, reservations and covenants upon
the ownership of said real property in order to insure the most beneficial
development of said property as residential property and to prevent any
future use thereof as might tend to diminish the value and pleasurable
enjoyment thereof.

NOW THEREFORE, IT IS HEREBY DECLARED that the real property
hereinabove described is now and shall in the future be held, sold and
otherwise transferred and conveyed subject to the following covenants,
and conditions, restrictions, reservations and limitations hereinafter
referred to as Protective Restrictions:

1. LAND USE AND BUILDING TYPE: All lots in this Sub-Division
shall be used for residential purposes only. Provided, this shall not
forbid the dedication of a lot of lots for recreational purposes. Otherwise,
no building shall be erected, altered, placed or permitted to remain on any
lot other than a single family dwelling and a private garage or carport,
a pump house, as will house a water pump and tank only and a utility
building of not more than 200 square feet.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee consisting of four persons named by the Declarant, who may at any time be removed by the Declarant. In the event of death or resignation or removal of any member of said committee, the successor shall be appointed by the Declarant until all lots have been sold and then the remaining members shall by a majority vote, elect his successor. In the event said committee or its designated representative fails to approve or disapprove such design and locations within thirty (30) days after said plans and specifications have been submitted to it, or in any case, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

3. DWELLING QUALITY AND SIZE: The ground floor area of the main structure (floor area in the case of two-story or multi-story structures) of the dwelling shall be not less than 1,800 square feet, excluding porches and garages for lots 1 through 18 inclusive and 1,500 square feet excluding porches and garages for lots 19 through 38 inclusive.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front street lot line than fifty (50) feet distance. No building shall be located nearer to an interior lot line than fifteen (15) feet distance. For the purpose of this Declaration, eaves, chimneys, steps, open porches, and similar projections from the building shall be considered to be part of the building.

5. LOT SIZE: No dwelling shall be erected, altered, placed or permitted to remain on any lot which shall be less than one full lot in size. This restriction shall not prohibit any party from purchasing a portion of a lot to add to his then existing lot.

6. EASEMENTS: The Declarant, its successors and assigns hereby reserve an easement for the installation and maintenance of public utilities or drainage facilities within twenty (20) feet of the road as shown on said Sub-Division on all front lot lines and where necessary, to extend pole lines, wires or cables across other portions of the lot so long as it does not interfere with the buildings on said lot.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No sign of any kind whatsoever may be placed upon a building or other wise to advertise or promote any business, professional, or commercial pursuit of any nature. That no building shall be erected on said premises for the keeping of team, livestock or fowl, and no surface or outside toilet or privy shall be erected or maintained on said premises. That no stores, shops, gasoline and oil service stations, or any other general merchandise sales business shall be erected, established, maintained, operated, or conducted on the property hereinabove described.

Any owner of any unoccupied lot (excluding Declarant), shall keep and maintain their property to prevent the accumulation of rubbish or debris or high grass and weeds on the property and keep the property grass mowed during reasonable periods of time.

Any building that may be damaged or destroyed for any reason must be re-built or the damaged property removed within a reasonable time after such damage occurs, not to exceed six (6) months.

8. DOCKS AND BOATHOUSES: Any person desiring to build a dock or boathouse must secure approval of the architectural committee in addition to complying with any other regulation of the Town of Plymouth, County of Washington, State of North Carolina, or the United States Government.

9. USE OF OUT BUILDINGS: No trailer, tent shack, garage, barn, outbuilding or other structure of a temporary character shall be used for a residence on any lot either temporarily or permanently.

10. TERM: All of these Protective Restrictions as herein set forth shall run with the land unchanged and continue and be binding on all owners, their heirs, successors, and assigns, and all persons claiming through under them, for a period of twenty-five (25) years from the date of recordation of this Declaration, after which time said Protective

Restrictions shall be automatically extended for successive periods of ten (10) years; unless, at any time and for time to time, the then owners of a majority of the lots as shown on the aforesaid plat modify, change or amend these Protective Restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the manner provide by law.

11. ENFORCEMENT: Enforcement of this Declaration shall be through proceeding at law or in equity on the part of any person or persons violating or attempting to violate any part hereof, either to restrain the said violation or to recover damages incurred thereby.

12. SEPARABILITY: Invalidation of any one of these Protective Restrictions by judgment, judicial decree or court order or otherwise, shall not affect in any manner or particular any of the other provisions contained in this Declaration and the remaining provisions shall thereafter be and remain in full force and effect.

IN TESTIMONY WHEREOF, THE HARRELL COMPANY has caused this Declaration to be signed in its corporate name by its President, attested by its Secretary, and sealed with its corporate seal, all by authority of its Board of Directors duly given, as of the day and year first above written.



(Corporate Seal)

THE HARRELL COMPANY

BY: W. P. Harrell
President

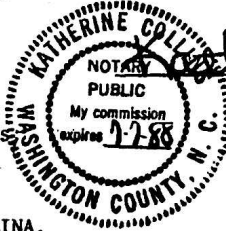
ATTESTED:

Louise E. Harrell
Secretary

STATE OF NORTH CAROLINA,
COUNTY OF WASHINGTON.

This is to certify that before me personally came W. R. Harrell, President, with whom I am personally acquainted, who, being by me duly sworn, says that Louise E. Harrell is the Secretary of the Harrell Company, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President, and that the said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal, this the 3rd day of October, 1985.



Katherine Collins
Notary Public

My commission expires July 7, 1988

STATE OF NORTH CAROLINA,
COUNTY OF WASHINGTON.

The foregoing or annexed certificate of Katherine Collins, a Notary Public of Washington County, State of North Carolina, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 303, Page 111.

This the 4 day of October, 1985, at 2:45 o'clock P.m.

Greta H. Barber
Register of Deeds of Washington County

BY: _____