

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

THIS INDENTURE, made this 9th day of May, 1979, by and between HAVELOCK DEVELOPMENT CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, having its principal office and place of business in Craven County, North Carolina, party of the first part, and ALL PROSPECTIVE OWNERS OF ANY OF THE NUMBERED LOTS SHOWN AND DEPICTED ON THOSE CERTAIN PLATS ENTITLED "WESTBROOKE SECTION IV-A" AND "WESTBROOKE SECTION IV-B" RECORDED IN PLAT CABINET B, AT SLIDES 225 AND 224 RESPECTIVELY, IN THE OFFICE OF THE REGISTER OF DEEDS OF CRAVEN COUNTY, AND THEIR HEIRS, ASSIGNS AND SUCCESSORS, parties of the second part;

W I T N E S S E T H :

WHEREAS, the said Havelock Development Corporation heretofore acquired title to certain land and has caused the same to be divided into lots and streets according to certain maps or plats thereof prepared by James E. Stewart & Associates, Inc. and entitled "Westbrooke Section IV-A" and "Westbrooke Section IV-B", which said plats have been duly filed and recorded in the office of the Register of Deeds of Craven County in Plat Cabinet B, at Slides 225 and 224 respectively, and, by reference, are incorporated herein; and,

WHEREAS, the said HaveLock Development Corporation intends to convey all of the lots and parcels of land shown on said maps subject to certain restrictive covenants and conditions which are deemed to make such subdivision more desirable and to be for the benefit of all of those who acquire title to any one or more of said lots, to the end that such covenants and restrictions herein set forth shall enure to the benefit of each and every person or entity which shall acquire title to any or all of such lots and which shall be binding upon any such person or entity.

WARD AND SMITH, P.A., ATTORNEYS AT LAW, DON COLLEGE COURT, NEW BERN, N. C. 28560

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NOW, THEREFORE, Havelock Development Corporation hereby does declare that the restrictive covenants and conditions contained herein perpetually shall run with the property shown and depicted on the plats entitled "Westbrooke Section IV-A" and "Westbrooke Section IV-B" recorded in Plat Cabinet B, at Slides 225 and 224 respectively, in the office of the Register of Deeds of Craven County; shall be a burden upon and a benefit to such property; shall be binding upon all parties having or acquiring any right, title or interest in or to said property; and shall inure to the benefit of each owner of any portion or all of said property, said restrictive covenants and conditions being as follows:

1. No lot shall be used except for single family residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached, single-family dwelling not to exceed two and one-half (2½) stories in height and such outbuildings as are usually accessory to a single-family dwelling, including a private garage for not more than two cars.

2. Any dwelling constructed on a lot shall contain on the ground floor of such structure not less than the following number of square feet of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and any outbuildings):

One story	950 square feet
Two to two and one-half stories	800 square feet

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no "shell" home of any type shall be erected, constructed, or permitted to remain on any lot. The term "shell" home as herein used shall mean the construction of the outside walls and roof of a dwelling by a contractor or other party with the inside not being completed or to be completed by the owner or some other person.

4. No structure shall be constructed or located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No structure shall be located nearer than 10 feet to an interior lot line except that no interior side yard shall be required for garages or other permitted accessory

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buildings that are located 100 feet or more from the front minimum building set back line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a structure, provided, however, that this shall not be construed to permit any portion of a structure to encroach upon another lot.

5. No fence shall be placed closer to the front lot line than the front of the dwelling erected upon said lot, and no fence shall be placed closer to a side street line than the side of the dwelling upon said lot nearest the street.

6. Any dwelling and other accessory building constructed on any lot shall conform to the minimum building requirements of either the Federal Housing Administration or the Veterans Administration.

7. No stripped, partially wrecked, or junked motor vehicle, or part thereof, shall be permitted to be parked or kept on any lot, and all motor vehicles of any type kept on any lot shall have current registration and inspection certificates.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which would be or become an annoyance, nuisance or danger to the neighborhood, and no livestock, cattle, swine, chickens, geese, ducks or other poultry shall be kept on any lot; no animals shall be kept or bred thereon for commercial purposes, and household pets, such as dogs and cats, shall be limited to reasonable numbers:

9. Havelock Development Corporation reserves unto itself, its successors and assigns:

a. Perpetual rights-of-way and easements as indicated on the above-mentioned plat for installation and maintenance of utilities and drainage.

b. The right to subject the real property in the subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants automatically shall be extended for successive periods of 10 years unless an instrument signed by the then owners of a majority of the lots has

been recorded agreeing to change said covenants in whole or in part.

11. Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or entity violating or attempting to violate any covenant, either to restrain such violation or to recover damages, or both.

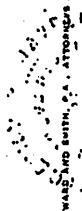
12. Invalidation of any one or more of these covenants by judgment or court order in no way shall affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Havelock Development Corporation has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given this the day and year first above written.

HAVELOCK DEVELOPMENT CORPORATION

By: [Signature]
President

ATTEST:



[Signature]
Secretary

STATE OF NORTH CAROLINA,
COUNTY OF CRAWEN Jones

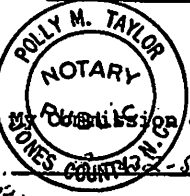
I, William M. Sawyer, a Notary Public in and for said County and State, do hereby certify that on the 7 day of May, 1979, before me personally appeared Gene A. Jackson with whom I am personally acquainted, who, being by me duly sworn, says that he is Shamir President and that Margaret B. [Signature] is Secretary of HAVELOCK DEVELOPMENT CORPORATION, the corporation described in and which

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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; that the name of the corporation was subscribed thereto by the said _____ President; that the said _____ President and _____ Secretary subscribed their names thereto and the 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 notarial seal, this the 9 day of May, 1979.



Polly M. Taylor
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

The foregoing certificate of Polly M. Taylor, a Notary Public of Spott County, North Carolina, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of County, North Carolina, in Book 936, Page 610.

This 9:45 day of May, 1979, at 9:45 o'clock A.M.

Thomas W. ...
Register of Deeds

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