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NORTH CAROLINA  
PENDER COUNTY

DECLARATION OF RESTRICTIONS  
AND AGREEMENT FOR SNUG HARBOR

This Declaration of Restrictions and Agreement, made this 22 day of July, 1977, by and between Emmett M. Sniff and wife, Mary W. Sniff, parties of the first part, hereinafter called Sniff and Connor Land Company, a partnership, hereinafter called Connor;

W I T N E S S E T H:

WHEREAS, the parties hereto are the owners of certain lots constituting a portion of Snug Harbor Subdivision located in Topsail Township, Pender County, North Carolina; and

WHEREAS, it is the desire of the parties hereto, for themselves and their heirs and assigns, to impose certain restrictions and covenants upon said property in order to preserve its value and to protect the property owners; and

WHEREAS, Sniff has heretofore agreed to grant to the Owners, now and in the future, of the lots owned by the parties hereto a permanent right to use without charge a boat ramp constructed by Sniff on Tract A of Snug Harbor Subdivision.

NOW, THEREFORE, the parties hereto, for themselves and their heirs and assigns, do hereby declare that the following restrictions shall apply to all lots owned by them in Snug Harbor Subdivision, maps thereof being recorded in the Pender County Registry, as of the date of this Agreement, and that said restrictions hereinafter set forth shall be binding upon all parties claiming title to said lots by or under the parties hereto.

1. Sniff hereby grants to the present and future owners of said lots a right of ingress, egress and regress to and from the boat launching facilities constructed by Sniff for semi-private use on Tract A as shown on a map of Snug Harbor Subdivision recorded in Map Book 8 at Page 47 of the Pender County Registry.

2. All lots shall be used for residential purposes only and shall not be used for any business or commercial purpose. However, this shall not prevent a professional person from practicing his profession from his home.

3. No Mobile Home or house trailer shall be located on said property being less than 12 feet wide. Only commercially built Mobile Home or house trailer shall be permitted.

4. Not more than one residence or Mobile Home shall be erected or located on any lot in said subdivision.

5. No tents, shack, or temporary structure shall be located on said lot or used at any time as a residence nor shall any building or structure of a temporary nature be permitted on said lot.

6. No outside toilets or privies shall be maintained upon the premises described herein.

7. No abandoned or junk automobile shall be allowed on said property. All homes, mobile homes and outbuildings shall be maintained and kept in an orderly and neat fashion. The premises shall be kept free of all trash and unsightly debris.

8. No livestock or farm animals shall be housed or grazed on said property.

9. No noxious or offensive trade or activity shall be carried on or maintained on any part of the aforesaid subdivision, nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood.

10. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other covenants herein which shall remain in full force and effect.

11. If the parties hereto, or any of the, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property situate in said subdivision to prosecute any proceedings at law or in equity against the person, or persons, violating, or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. These restrictions are subject to being altered, modified, cancelled or changed at any time, as to said subdivision as a whole, or as to any subdivision lot or part thereof, by written document executed by grantor and by the owners of not less than sixty (60%) per cent of the subdivision lots or parts of said subdivision to which these restrictions apply, and recorded in the Register of Deeds Office of Pender County, North Carolina.

IN WITNESS WHEREOF, Emmett M. Sniff and wife, Mary W. Sniff and Connor Land Company have hereunto set their hands and seals the day and year first above written.

Emmett M. Sniff (SEAL)  
Emmett M. Sniff

Mary W. Sniff (SEAL)  
Mary W. Sniff

CONNOR LAND COMPANY

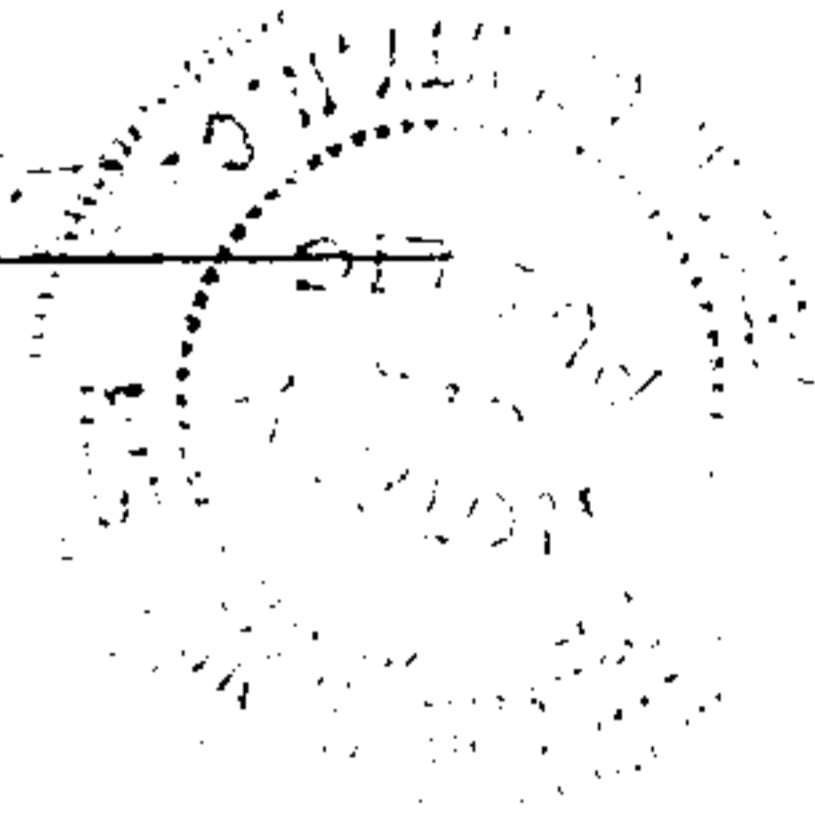
BY: \_\_\_\_\_

NORTH CAROLINA

PENDER COUNTY

I, Pauline H. Griffith, Notary Public do hereby certify that EMMETT M. SNIFF and wife, MARY W. SNIFF personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 17 day of July, 1977.

Pauline H. Griffith  
Notary Public  


My commission expires:

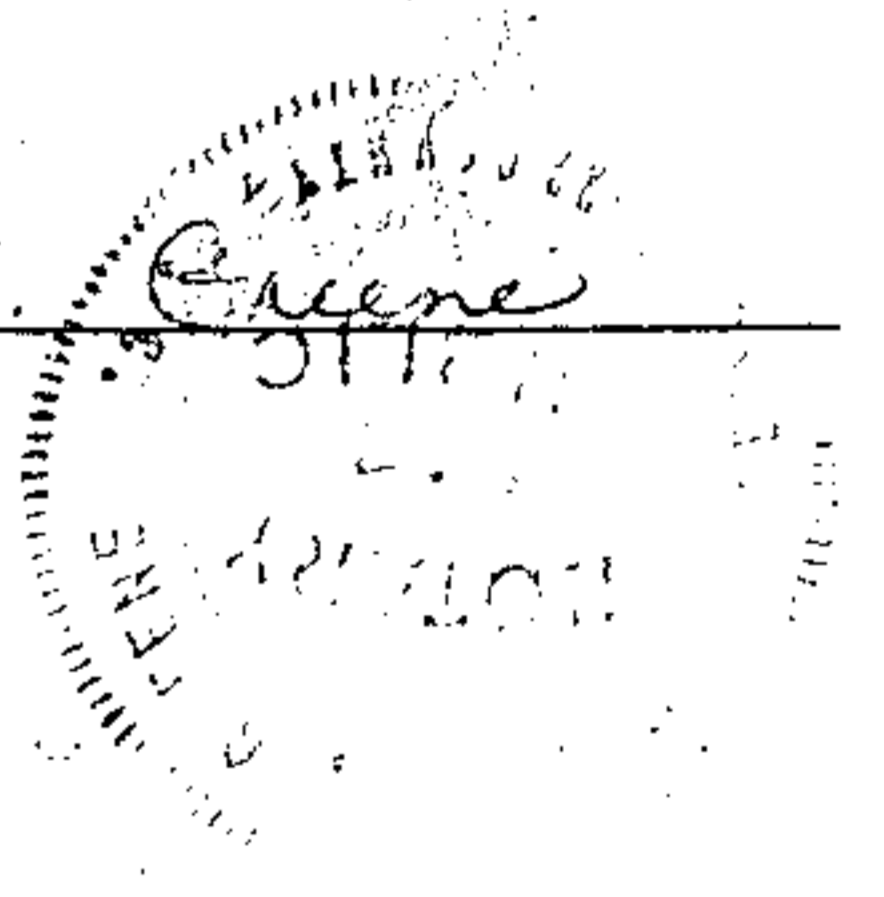
July 29, 1978

NORTH CAROLINA

COUNTY OF Mecklenburg

I, Barbara O. Greene, Notary Public do hereby certify that Frank H. Conner, Jr. T/A CONNOR LAND COMPANY personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 22 day of July, 1977.

Barbara O. Greene  
Notary Public  


My commission expires:

My Commission Expires July 29, 1978

NORTH CAROLINA, PENDER COUNTY  
The foregoing or annexed certificate of

Pauline H. Griffith & Barbara O. Greene  
Notary Public/Notaries Public are certified to be correct. Page 43

This instrument was presented for registration and recorded in this Office at Book 526,  
This 17 day of Aug., 1977 at 3:40 O'clock P. M.  
By Thelma Harris Assistant/Deputy Register of Deeds  
HUGH OVERSTREET, JR. Register of Deeds