

NORTH CAROLINA  
CRAVEN COUNTYRESTRICTIVE AND PROTECTIVE COVENANTS  
FOR  
SNUG HARBOR

THIS INDENTURE, Made this 30th day of April, 1975, by JACK W. CARPENTER and LUBY G. HARDISON and wife, LAURA W. HARDISON, of Craven County, State of North Carolina, parties of the first part, hereinafter called Sellers, to and for the Prospective Purchasers of the lots of land in SNUG HARBOR, a subdivision near New Bern, North Carolina, parties of the second part, hereinafter referred to as Purchasers;

WHEREAS, the parties of the first part are the owners of all of the lots in the subdivision known as SNUG HARBOR, as shown and designated on a map of the same entitled "SNUG HARBOR", duly recorded in Plat Cabinet A, Slide 63-A, in the office of the Register of Deeds of Craven County, and for the purpose of selling said lots in said subdivision to a desirable class of residents, the Sellers hereby make this agreement for the purpose of restricting all of said lots in accordance with the conditions hereinafter set out so as to promote the best interest of the Purchasers and to protect their investments and to protect the best interest of the Sellers and to protect their investments; and

WHEREAS, the Sellers hereby agree with the Prospective Purchasers to convey said lots in SNUG HARBOR, subject to the restrictive and protective covenants hereinafter set out, and these restrictive and protective covenants shall be binding and in full force and effect upon each and every purchaser, whether or not the restrictive and protective covenants are mentioned in the Deed, so that said lots shall constitute a desirable residential section.

The Covenants and Restrictions are as follows:

1. LAND USE AND BUILDING TYPE: No structure shall be erected, altered, placed or permitted to remain on any lot other than for use as a single family residential dwelling with a private garage and an overhead story for servants' quarters. No

*See Book 805 pg 24 Record of Deeds in Sept 25 - 1975 - 1 Room Register of Deeds*

outbuildings shall be erected upon any lot except such as are incidental to residential use of said lot. Provided, however, that one owner of two or more adjoining lots, or one owner of one lot and one-half of one or both of the adjoining lots, or the owner of one-half of one or both of the adjoining lots, or the owner of one-half of one lot and the adjoining one-half of the adjoining lot may construct a residential dwelling thereon upon and across the dividing line of such adjoining lots, or lot, and adjoining one-half lot or two adjoining half lots so owned by one owner, so long as such residential dwelling or above permissible outbuildings shall not be nearer than ten (10) feet to such owner's side lot line, or rear lot line, but thereafter no additional residential dwelling may be built thereon. No fence shall be erected closer than forty (40) feet to any street line.

2. DWELLING SITE: Any dwelling erected upon any lot shall contain, if a one story dwelling, not less than fifteen hundred (1500) square feet, outside measurement, of enclosed ground floor heated area, exclusive of open porches and garages, and of a two story dwelling not less than one thousand (1000) square feet, outside measurement of enclosed ground floor heated area exclusive of open porches and garages. If a one and one-half story dwelling, not less than fourteen hundred (1400) square feet, outside measurement, of enclosed ground floor heated area, exclusive of open porches and garages.

3. DWELLING QUALITY: All dwellings and outbuildings erected upon any lot shall be constructed of material of good grade, quality and appearance and all construction shall be performed in good workmanship manner. The exterior construction of the dwelling shall not be of asbestos shingles or imitation brick roll or siding, or imitation stone roll siding.

4. SET BACK LINES: No dwelling or other permissible building shall be located nearer than 40 feet to any street line, or nearer than 10 feet to any side line of any lot, except, however, that carports and garages or other permissible buildings may be

located 5 feet from any side or rear line of any lot when erected more than 40 feet from the street line.

5. NUISANCES: No noxious, or offensive trade or activity shall be carried on upon a lot nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. No more than one truck or commercial vehicle in excess of a one ton road capacity shall be graded or permitted to remain on any lot.

6. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, or barn or other outbuilding shall be used on any location at any time as a residence either permanently or temporarily. No "Shell Home", as the term is generally understood at this time in this area, shall be erected or allowed to remain on any said lot.

7. TIME: These covenants are to run with the land and shall be binding on all persons acquiring title to any of the aforementioned lots, and shall be binding on all persons and all parties claiming under them up to and including the 20th day of April, 2005, at which time said covenants shall be automatically extended for successive periods of 30 years, unless by written instrument executed by a majority of the then owners of said lots, duly recorded in the office of the Register of Deeds of Craven County, it is agreed to change said covenants in whole or in part.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept at any time on said lots, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

10. ENFORCEMENT: Enforcement of these restrictions and con-

ditions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation or to recover damages.

11. SERVABILITY: Invalidation of any of these covenants or conditions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

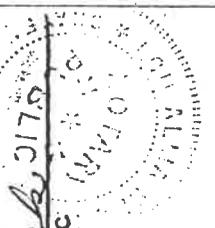
IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Jack W. Carpenter (SEAL)  
Jack W. Carpenter  
Luby G. Hardison (SEAL)  
Luby G. Hardison  
Laura W. Hardison (SEAL)  
Laura W. Hardison

NORTH CAROLINA  
CRAVEN COUNTY,

I, Lou Alma Brock, a Notary Public of Craven County, N. C., do hereby certify that Jack W. Carpenter and Luby G. Hardison and wife, Laura W. Hardison, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 2nd day of May, 1975.

Lou Alma Brock, 217 S.  
Notary Public  


My Commission Expires: Oct. 30th 1979

NORTH CAROLINA  
CRAVEN COUNTY

The foregoing certificate of Lou Alma Brock, a Notary Public of Craven County, N. C., 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 Craven County, N. C., in Book 648, Page 558.

This 2 day of May, 1975, at 3:25 o'clock P. M.

[Signature]  
Register of Deeds By: [Signature] Assistant Register of Deeds