

DECLARATION OF RESTRICTIONS  
MINNESOTT BEACH, INCORPORATED

This Declaration made this 8th day of August , 1972, by MINNESOTT BEACH, INCORPORATED, a North Carolina corporation, herein referred to as "Declarant",

WHEREAS, Declarant is the owner of real property in the Town of Minnesott Beach, Number Five (5) Township, Pamlico County, North Carolina, which is specifically described as follows:

A tract in the Town of Minnesott Beach, Pamlico County, North Carolina, on the west side of North Carolina Highway 306, BEGINNING in the western edge of said highway at its intersection with Brinson Street, it being the southeast corner of the lot conveyed by Garvin B. Hardison and others to Marvin Frith and wife by deed dated April 5, 1968 and recorded in Book 161 at page 424, Pamlico County Registry, and running thence westwardly with Brinson Street along the south line of said Frith lot and the south line of another lot conveyed to said Friths by deed dated July 24, 1970 and recorded in Book 161 at page 428, Pamlico County Registry, to Hardison Drive, at the southwest corner of said Frith land; thence southwardly and southwestwardly with Hardison Drive about 1,000 feet to Lake Shore Drive at the eastern corner of the subdivision known as Lake Minnesott Estates, Section III, according to the map thereof recorded in Map Book Five at page 63, Pamlico County Registry; thence northwestwardly with Lake Shore Drive and the north-eastern edge of said subdivision about 800 feet to the southeastern line of the subdivision known as Lake Minnesott Estates, Section I; thence northeastwardly with the southeastern edge of Lot 60 of the last-referred to subdivision 200 feet to the eastern corner of said lot; thence northwestwardly with the northeastern line of said subdivision to the southeastern corner of the Minnesott Golf and Country Club, Inc. land; thence northwardly with the eastern line of said Country Club land about 1,400 feet to the southwest corner of Lot 8 of the subdivision known as Addition to Lake Minnesott Estates, Section II, according to the map thereof recorded in Map Book Five at page 38, Pamlico County Registry; thence eastwardly with the south line of said Lot 8 200 feet to Phillips Drive; thence northwardly with Phillips Drive to the south line of the lands of Luella C. Brinson extended westwardly; thence eastwardly to and with her south line to North Carolina Highway 55; thence southwardly with the highway about 1,600 feet to the point of BEGINNING.

WHEREAS, Declarant will subdivide portions of the aforesaid property into lots, and a map or maps of

Drawn By:  
ERNARD B. HOLLOWELL  
ATTORNEY AT LAW  
BAYBORO, N. C.  
28515

FOR AMENDMENTS TO THESE RESTRICTIONS, SEE BOOK 178, PAGE 99 ET SEQ AND PAGE 103 ET SEQ

See Minnesott  
REGISTER OF DEEDS

See Amend. Book 276 Page 412

the subdivisions will be recorded in the Register of Deeds Office, Pamlico County (said subdivisions being hereinafter called the "Subdivisions"); and

WHEREAS, Declarant is about to sell and convey certain of said lots to be used for residential purposes and to develop the entire property into an integrated community enjoying pleasant residential and vacation living conditions, but before selling and conveying the residential lots Declarant, for the benefit and complement of all of the residential lots in the subdivision and in the light of its general plan or scheme of improvement desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions";

NOW, THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of the general plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions. Each lot owner shall have the right to enforce each Restriction.

1) TERM: These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1997. By accepting a deed to residential property subject to these Restrictions, the residential owners agree that after January 1, 1997 these Restrictions shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the

lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time after January 1, 1980, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such residential lots to make variations in the Restrictions as to details to suit varying circumstances or changed conditions, but not to make changes that would annul any material part hereof.

2) MUTUALITY OF BENEFIT AND OBLIGATION: The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivisions and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivisions and their respective owners.

3) ARCHITECTURAL COMMITTEE. There shall be established an Architectural Committee, hereinafter called "the Committee", which shall exercise all the powers vested in it by these covenants. The Committee shall be composed of three members who shall be appointed by the owners of a majority of the lots within the boundaries of the tract of land hereinabove described.

4) LAND USE AND BUILDING TYPE: The only type of major structure which shall be constructed, altered, erected, placed or permitted to remain on any lot or portion of the above-described tract shall be one structure designed and used exclusively as a single-family dwelling and in addition, buildings which are incidental to and in keeping with the residential structure. A private garage may be

constructed which may have an overhead story for servants' quarters or guest quarters. One owner may combine any number of contiguous parts, lots or portions of the tracts of land owned by the Declarant and place one dwelling on any such combination, provided the area of such combined lot shall be at least 16,000 square feet.

5) BUILDING LINES: No residential structure may be placed, erected or constructed, altered or permitted to remain nearer than five (5) feet to any side line nor nearer than ten (10) feet to the closest edge of the right of way of any street or roadway. No separate garage or incidental building shall be located nearer than five (5) feet to any side line nor nearer than ten (10) feet to right of way of any roadway or street.

6) DWELLING SIZE: Any single-family residential structure erected or placed upon any part, lot or portion of this tract shall contain not less than an aggregate of (a) if it adjoins the golf course, 1,400 square feet or (b) if it does not adjoin the golf course, 1,200 square feet of heated area on the ground floor or related areas as described herein. The minimum square footage described by this section shall include an allowance for outdoor living with permanently covered areas being given one-half of the actual square footage involved, and uncovered areas with permanent hard pavement being given one-third value of the actual square footage and professionally designed landscaping being given one-twentieth value on the gross area landscaped.

7) DWELLING QUALITY: All dwellings, garages and incidental outbuildings, erected upon any lot, part or portion of this tract described above shall be constructed of material of good grade, quality and appearance and all construction shall be performed in a good and workmanlike manner and must at least meet the then current minimum requirements of the Federal Housing Administration.

8) SEWAGE DISPOSAL: No surface privies shall

be allowed on any lot part or portion of the above-described tract after basic construction. Septic tanks, sub-surface disposal fields and wells will be installed and maintained in compliance with all of the North Carolina and County rules and regulations in connection therewith. In addition, no disposal of liquid waste of any kind shall be made into any portion of Neuse River or any other waterway either existing or to be built without written approval of the public authority having jurisdiction. No waste line or disposal field shall be carried closer than ten (10) feet to any street or side line of any lot or closer than fifty (50) feet to any well on said lot or adjacent property whichever distance is the greatest distance applicable.

9) NUISANCES: No noxious or offensive trade or activity shall be carried on upon any part or portion of this tract nor shall anything be done thereon which may be or become a nuisance or annoyance. No commercial venture of any type or character shall be carried upon this property. No truck or commercial vehicle in excess of a one-ton load capacity shall be parked or permitted to remain on any lot or parcel of land except during construction, delivery or other temporary parking.

10) SIZE OF LOTS: No part or portion of these tracts shall be held, sold or conveyed as a lot, estate or tract which shall contain less than sixteen thousand (16,000) square feet.

11) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot, part or portion of these tracts at any time as a residence, either temporarily or permanently.

12) LIVESTOCK, POULTRY AND OTHER ANIMALS: No wild animals, livestock or poultry of any kind shall be raised, bred or kept on any part or portion of this tract. This restriction is not intended to prohibit the owners from maintaining dogs, cats and other household pets on this property provided they are not kept, bred or maintained

for any commercial purposes.

13) GENERAL PROHIBITIONS AND REQUIREMENTS:

A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivisions:

- (a) All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the appropriate governmental authority and Declarant, and when the central sewer become available, it shall be exclusively used. No outside toilet shall be constructed or permitted on any lot.
- (b) Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within twelve (12) months from commencement.
- (c) All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot.
- (d) No sign (including, but not limited to, "For Sale" or similar signs), billboard, or other advertising structure of any kind may be erected or maintained upon any lot except after applying to and receiving written permission from the Committee.
- (e) No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.
- (f) Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the Committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened

or so placed and kept as not to be visible from any street, river, canal or recreation area.

- (g) All outdoor poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, river, canal or recreation area.
- (h) No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Committee.
- (i) All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.
- (j) Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
- (k) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or upon any recreational area in the Subdivisions. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Subdivisions, the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate a commercial scavenging service for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each

week on a day or days designated by the Declarant or its successors or assigns. The charge for such refuse collection and removal service is to be paid by the lot owner and shall be commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area, and shall be subject to change from time to time.

B. The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood or the Subdivisions.

14) EASEMENTS: A. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

- (a) A 15-foot easement and right of way over each lot as Declarant may deem necessary for the use and maintenance of storm and sanitary sewers and the installation of utility services.
- (b) A 10-foot wide easement along each side of all road rights-of-way and a five-foot wide easement along all other property boundary lines for the purpose of installing, operating and maintaining utility lines and mains.
- (c) It also reserves the right to trim, cut and remove any trees and brush and to locate guy wires and braces wherever necessary for the installation, operation and maintenance, together with the right

to install, operate and maintain gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto. Declarant may charge to the owner of any lot the actual cost of its work in maintaining the appearance of the lot where notice has been given to such owner by Declarant at least ten (10) days prior to the performance of such work at the owner's address as shown on Declarant's records.

B. Declarant reserves for itself, its successors and assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

C. On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities. Improvements within such areas shall also be maintained by the respective lot owner except for those which a public authority or utility company is responsible.

15) WATER AND SEWER SERVICE: Every owner of a lot in the Subdivisions shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to receive and to pay charges for water and service when and if either becomes available to the Declarant or its designee. Such charges shall be regulated by a public agency of the State if such water or sewer system is privately owned.

16) REMEDIES: A. The Declarant or any property owner or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence,

continuation or violation of any of these Restrictions and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of Declarant or any property owner or an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

17) GRANTEE'S ACCEPTANCE: A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to any recreational facility.

C. Each such grantee whose lots are adjacent to avail-

able underground electrical service, if any, also agrees to complete the underground secondary electrical service to their respective residences.

18) SEVERABILITY: Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, unenforceability, or "running" quality of any other one of the Restrictions.

19) CAPTIONS: The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the contraction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

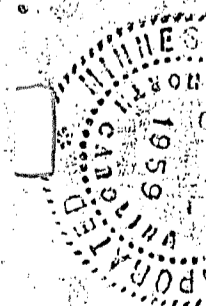
IN WITNESS WHEREOF, the said Declarant has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary, dated the day and year first above written.

MINNESOTT BEACH, INCORPORATED

BY: Garn B. Harrison  
President

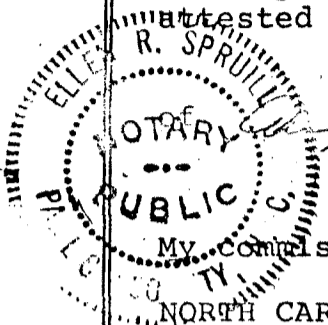
ATTEST:

Thurman B. Harrison  
Secretary



NORTH CAROLINA  
PAMLICO COUNTY

I, Ellen R. Spruill, a Notary Public  
in and for said county and state, certify that  
personally came before me this day and acknowledged that  
she is Secretary of Minnesott Beach, Incorporated, 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 herself as its Secretary.



Witness my hand and official seal, this 10 day  
August, 1972.

Ellen R. Spruill  
Notary Public

My commission expires Sept 19, 1974

NORTH CAROLINA  
PAMLICO COUNTY

The foregoing certificate of Ellen R. Spruill  
a Notary Public of Pamlico County, North Carolina, is certified  
to be correct. This instrument was presented for registration  
and recorded in this office in Book 165 at page 685.

This 10 day of August, 1972, at 10:35  
o'clock a m.

Dea J. M. Potter  
Register of Deeds

BERNARD B. HOLLOWELL  
ATTORNEY AT LAW  
BAYBORO, N. C.  
28515