

FOR REGISTRATION REGISTER OF DEEDS  
JENNIFER LEGGETT WHITEHURST  
BEAUFORT COUNTY, NC  
2007 APR 04 02:02:19 PM  
BK: 1578 PG: 702-710 FEE: \$35.00  
INSTRUMENT # 2007002863

BK 1578 PG 702

NORTH CAROLINA  
BEAUFORT COUNTY

**THIS DECLARATION**, made this 4<sup>th</sup> day of April, 2007,  
by **TREASURE CAY, LLC**, hereinafter referred to as “**DEVELOPER**”, being the  
owner of all the property situated in Bath Township, Beaufort County and more  
particularly described as Treasure Cay Subdivision, as more particularly described in  
Exhibit “A” attached hereto;

**WITNESSETH**

**WHEREAS, DEVELOPER** is the owner of said Lots 1 through 16, and  
desires to establish covenants, conditions, reservations and restrictions which shall be  
applicable to all of the above mentioned Lots and any portion thereof; and

**NOW, THEREFORE, DEVELOPER** does hereby establish these  
covenants, conditions, reservations, and restrictions, and subject to which all of the  
above mentioned Lots and any portion thereof shall be improved or sold and  
conveyed by the **DEVELOPER**. Each of these covenants, conditions, reservations,  
and restrictions is for the benefit of the owner of any Lot or Lots in such Subdivision,  
or interest therein and shall inure and pass with each and every parcel of such  
Subdivision and shall forever run with and be appurtenant thereto and shall bind the  
respective successors in interest of the present or future Lot owners thereof, forever,  
subject to the limitations therein as hereinafter provided. These covenants,  
conditions, reservations, and restrictions are imposed upon such Lots for the purpose  
of enhancing and protecting the value, desirability, and attractiveness of said real

EXHIBIT A

TRACT ONE:

BEING all of Tract One (1) containing 22.89 acres as shown on that certain survey of Jarvis Associates, P.A., dated December 2, 2002, entitled, "Map of Property of Mack B. Keech and wife, Esther W. Keech," said survey being recorded in the Beaufort County Registry in Plat Cabinet G, Slide 23-9.

TRACT TWO:

BEING ALL OF Tract Four (4) as shown on that certain survey of Jarvis Associates, P.A., dated January 18, 1999, recorded in Plat Cabinet F, Slide 38-4 of the Beaufort County Registry, and being the same property conveyed to Karen J. Sagastume and husband, Alfredo Danilo Antonio Sagastume by Deed dated March 12, 1999 and recorded in Deed Book 1131, page 034 of the Beaufort County Registry. Reference is made to said map and Deed and the same are incorporated herein for a more complete and detailed description.

Reference is further made to that Deed dated July 24, 2001 and recorded in Deed Book 1213, Page 581, Beaufort County Registry.

This being the identical property described in Plat Cabinet G, Slide 23-9, Beaufort County Registry, in which the above tract was renumbered Lot 5.

property and every part thereof and all of which are to be construed as restrictive covenants running with the title of such Lots and each and every parcel thereof.

No property other than that described above shall be deemed subject to this **DECLARATION** until specifically made subject hereto.

The **DEVELOPER** may, from time to time, add additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

1. Only single family residential structures will be erected or placed on any Lot. No building or structure intended for or adapted to business purposes, charitable or religious organizations, and no apartment house, duplex, lodging house, rooming house, or other business or similar type facilities shall be erected, placed, permitted, or maintained upon such premises or any part thereof. No improvement or structure of any kind, other than an approved private dwelling house, patio house, swimming pool, garage, storage building, or other accessory building may be erected, placed or maintained on any lot. Any structure in addition to a primary residence, attached or detached from the primary structure, shall be built with the same siding and roofing material as used on the primary residence. Written approval of design plans by Developer or their Designee shall be required before construction or grading can begin on any structure, accessory building, or addition to any existing structure.

2. No single story residential structure which has an area of less than 1,700 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot, and no story and one-half, two story, or two and one-half story residential structure which has a ground floor area of

less than 900 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot.

3. No building or structure on any lot shall be located nearer to any property line than 35 feet from the front line, 25 feet from the rear line, and 10 feet from the side lines.

The location of driveways onto Treasure Cay Drive shall be approved by **DEVELOPER**. The placement and design of all mailboxes shall be approved by **DEVELOPER**.

4. No temporary residence, mobile home, modular home, trailer, camper, tent or other building of a temporary nature shall be placed on or erected on any lot, provided however that the **DEVELOPER** may grant permission for any such temporary structure for storage of materials during construction.

5. No animals, birds or reptiles shall be kept or maintained on any part of any Lot except a reasonable number of house pets, which must be kept thereon for the pleasure and use of the owners of any lot, but not for any commercial use or purpose. All pets at all times must remain under the control of their owners.

6. No commercial truck or buses of any nature shall be parked overnight on any street or Lot. No major repairing or rebuilding of vehicles, boats, or other objects which causes unsightly clutter and accumulation of parts, trash, or junk shall be permitted.

7. No stripped, partially wrecked or junked motor vehicle, or boat or parts thereof, shall be permitted to be parked or camped on any street or lot.

8. All Lots, whether occupied or unoccupied, improved or unimproved, shall be well maintained and no unattractive growth or accumulation of garbage or debris shall be permitted.

9. No noxious, offensive, or illegal activity shall be allowed on any lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

10. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot. No outside burning of garbage or household refuse shall be permitted.

11. Every lot described above shall be subject to assessment for maintenance of the Private Road as shown on the plat. Each lot owner is assessed the sum of Two Hundred Fifty Dollars (\$250.00) due and payable with the purchase price. Such funds shall be deposited into a common fund account for a fund to be known as Treasure Cay Maintenance Fund. The annual road maintenance assessment may be increased at any time by majority vote, as hereinafter defined. The annual assessment may be waived only by unanimous vote of the lot owners. Said fund may be used only for road maintenance and facilities expenses approved by majority vote, as hereinafter defined.

The Treasure Cay Maintenance Fund shall be owned jointly by all of the lot owners of the property heretofore described and shall be used for

- a. road maintenance expenses; and
- b. common property maintenance; and
- c. administration costs for enforcement thereof; and

d. shall not be subject to partition by any individual lot owner. There shall be created, for the purpose of holding and administering such funds, The Treasure Cay Homeowner's Association, which shall have the power to file with the Register of Deeds of Beaufort County a Notice of Assessment Lien against any lot for which the annual maintenance assessment has not been paid by February 1<sup>st</sup> of any year, and such lien shall continue until the assessment is paid. The Treasure Cay Homeowner's Association shall be comprised of all lot owners. All decisions shall be made by majority vote (except that a two-thirds majority shall be necessary for the levy of increased or special assessments, or expenditure of monies), at a meeting of the lot owners held after reasonable notice to all such lot owners. Voting rights are on the basis of one vote per lot. The Association shall organize, elect officers, and operate freely within the restrictions herein contained.

12. These Restrictive Covenants are imposed for the benefit of the **DEVELOPER**, and any Lot or Owner of said lots, and the same may proceed at law and in equity to prevent the occurrence, continuation, or violation of any of these restrictions. Remedies herein specified are cumulative, and shall not be taken to preclude any other remedy at law, in equity, or under any statute or existing law. No delay or failure on the part of the **DEVELOPER**, or any Lot Owner, to invoke an available remedy or notice of violation shall be held to be a waiver by that party of any right available to him upon the reoccurrence or continuation of said violation.

13. By the acceptance of a Deed to any Lot subject to the coverage of these Restrictive Covenants, all owners, his heirs, personal representatives, successors, and assigns, hereby covenant, consent and agree to and with the

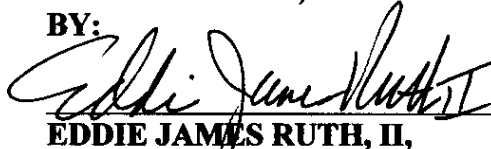
**DEVELOPER**, and to and with the Grantees and subsequent owners of each of the Lots within the subdivision, to keep, observe, comply with and perform said restrictions and covenants.

14. Should any of these Restrictive Covenants be for any reason hereby declared invalid or unenforceable, then the rest and remainder of said Restrictive Covenants shall continue in full force and effect.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. They shall remain in full force and effect until the year 2032, at which time they shall be automatically extended for a period of ten (10) years and thereafter in successive then ten (10) year periods, unless the Owners of a majority of the Lots of the Subdivision shall, by written instrument duly recorded, declare a termination of the same.

**IN TESTIMONY WHEREOF, DEVELOPER** has hereunto set their hands and seals, the day and date first above written.

**DEVELOPER:  
TREASURE CAY, LLC  
BY:**

 (SEAL)  
**EDDIE JAMES RUTH, II,  
member/manager**

 (SEAL)  
**GARY E. BURKHART,  
member/manager**

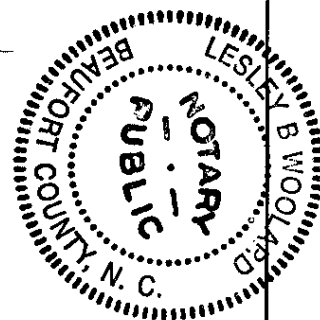
NORTH CAROLINA  
BEAUFORT COUNTY

I, Lesley B. Woolard, a Notary Public in and for the County and State aforesaid, do hereby certify that **EDDIE JAMES RUTH, II, member/manager** who is personally known by me or has produced satisfactory evidence of identity, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal, this the 4<sup>th</sup> day of April, 2007.

Lesley B. Woolard  
NOTARY PUBLIC

My Commission Expires: 11-1-2011



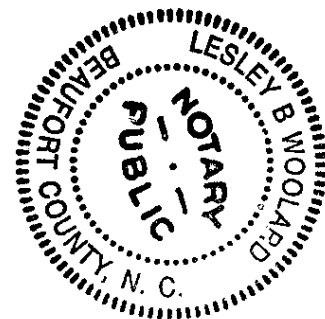
NORTH CAROLINA  
BEAUFORT COUNTY

I, Lesley B. Woolard, a Notary Public in and for the County and State aforesaid, do hereby certify that **GARY E. BURKHART, member/manager**, who is personally known by me or has produced satisfactory evidence of identity, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal, this the 4<sup>th</sup> day of April, 2007.

Lesley B. Woolard  
NOTARY PUBLIC

My Commission Expires: 11-1-2011





BK 1578 PG 710

JENNIFER LEGGETT WHITEHURST  
BEAUFORT COUNTY REGISTER OF DEEDS  
COURTHOUSE BUILDING  
112 W. 2ND STREET  
WASHINGTON, NC 27889

\*\*\*\*\*  
Filed For Registration: 04/04/2007 02:02:19 PM

Book: RE 1578 Page: 702-710

Document No.: 2007002863

DECLR 9 PGS \$35.00

Recorder: BARBARA TAYLOR

*Wayland 2. 2-3*  
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