

NORTH CAROLINA

CARTERET COUNTY

THIS PROTECTIVE COVENANTS AGREEMENT, made and entered into this the 25th day of August, 1977, by and between Lawrence S. Spell and wife, Lee Ellen Spell, James B. Spell and wife, Edna S. Spell, Lura Britton McLean, unmarried, Rachel Elizabeth McLean DelMauro and husband, Dennis G. DelMauro, by their Attorney in Fact, Ruth Paxon McLean Holz, and Ruth Paxon McLean Holz and husband, William H. Holz, all of the County of Carteret and State of North Carolina, parties of the first part; and all persons, firms and corporations who may hereafter acquire any lot or portion of land which is a part of the lands or subdivision of the parties of the first part under a deed which specifically incorporates this agreement by reference in the original or first transfer of title;

W I T N E S S E T H:

That whereas, parties of the first part are owners of certain lands on Bogue Banks, in the Town of Emerald Isle, White Oak Township, Carteret County, North Carolina, and shown and described on a map entitled, "Deer Horn Dunes, Emerald Isle, N. C.", being the Southern Portion of Block No. 43, prepared by McLean-Johnson Engineers, Cape Carteret, North Carolina, dated July 20, 1977, and recorded in Book of Official Maps No. 14, at page 93, in the office of the Register of Deeds of Carteret County, North Carolina;

And whereas, it is the desire and purpose of said parties of the first part to develop said property into a residential community of such type and character as will make a desirable, attractive and healthful place in which to live and one in which the investment of home builders will be protected, and, in general to provide for a high type and quality of improvement for said subdivision and to insure the best use of the land to enhance its natural and scenic beauty;

Now, therefore, the said parties of the first part do covenant and agree with all persons, firms and corporations hereafter acquiring any of the lots of the property of the parties of the first part hereinafter referred to, that such lots are hereby subjected to the following restrictions as to the use thereof, running with said property, by whomsoever owned, to-wit:

A. LAND USE. No lot shall be used except for residential purposes and no business or commercial activity shall be engaged in or conducted thereupon. A single family dwelling or a two family dwelling (duplex) is specifically permitted on a lot.

The lay of the lots as shown on the recorded map shall be adhered to and no lot or group of lots may be subdivided so as to provide a greater number of smaller lots; however, more than one lot may be used for the erection or placement of a residential structure subject to the conditions in Article C below.

B. BASEMENTS. The parties of the first part reserve an easement or right-of-way, which they at any time in the future may use themselves or grant to others, for the purpose of rights-of-way for water and sewer pipes, telephone and electric light poles, wires and cables and all equipment necessary for the installation, use and maintenance of utilities, including water, telephone and electricity. The said easement and/or right-of-way across and upon said lots shall be confined to a distance of not more than five (5) feet from the street property line.

C. DWELLING SIZE, LOCATION, AND TYPE. No dwelling shall be permitted on any lot in which the ground floor area of the main structure is less than nine hundred (900) square feet, exclusive of one story open porches and garages. No dwelling or other structure shall be located on any lot which is at a location nearer to the boundary lines of said building lot than the following distances:

Prepared by:

JAMES B. SPELL  
ATTORNEY AT LAW  
EMERALD ISLE  
ROUTE 1, BOX 888  
MOREHEAD CITY, N. C.  
28557

Deed 401

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Front boundary line - Thirty (30) feet.

Back boundary line - Fifteen (15) feet.

Side boundary line - Ten (10) feet.

DEFINITIONS

Front boundary lines are defined as the boundary lines nearest the street.

Back boundary lines are defined as being the boundary line opposite the front boundary line.

Side boundary lines are defined as being the two boundary lines other than the front and back boundary lines.

Houses constructed on ocean front lots (Lots 1 through 14, Section A) shall be alined so as not to obstruct the reasonable view of adjoining property owners of said lots.

No solid fence or wall shall be erected or allowed to remain on any lot which is higher than three (3) feet above the general level of the ground.

No sign or bill board of any kind shall be erected or allowed to remain on any lot other than a "For Sale" or "For Rent" sign no larger than one foot by two feet.

It is specifically provided that no concrete blocks, either in buildings or walls, shall be used above finished ground elevation unless said blocks are painted or covered with brick veneer, stone or stucco.

No trade materials or inventories may be stored upon the premises and no trucks or tractors may be stored or regularly parked on the premises.

D. NUISANCES. No noxious or offensive activity shall be carried on upon any lot; nor shall anything be done thereon which may become an annoyance to the neighborhood.

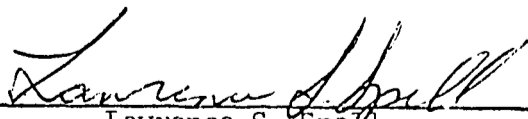
E. TEMPORARY STRUCTURES. No structure of a temporary character - trailers, mobile homes, basement, tent, shack, garage, barn, or other outbuilding - shall be used on any lot at any time as a residence, either temporarily or permanently.

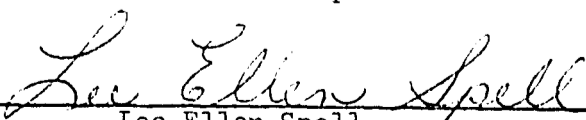
F. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a term of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

G. ENFORCEMENT. Enforcement shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages. Such proceedings may be brought by any owner of lands within said subdivision.

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

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

  
\_\_\_\_\_  
Lawrence S. Spell (SEAL)

  
\_\_\_\_\_  
Lee Ellen Spell (SEAL)

James B. Spell (SEAL)  
James B. Spell

Edna S. Spell (SEAL)  
Edna S. Spell

Lura Britton McLean (SEAL)  
Lura Britton McLean

RACHEL ELIZABETH McLEAN DELMAURO

By Ruth Paxon McLean Holz (SEAL)  
Ruth Paxon McLean Holz, Attorney in Fact

DENNIS G. DELMAURO

By Ruth Paxon McLean Holz (SEAL)  
Ruth Paxon McLean Holz, Attorney in Fact

Ruth Paxon McLean Holz (SEAL)  
Ruth Paxon McLean Holz

William H. Holz (SEAL)  
William H. Holz

STATE OF NORTH CAROLINA, COUNTY OF CARTERET

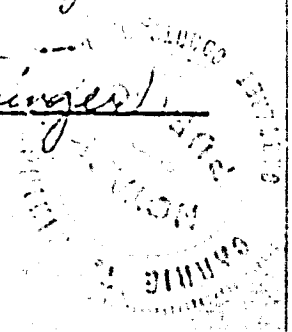
I, Carrie T. Winingers, a Notary Public in and for said County and State, do hereby certify that Lawrence S. Spell and wife, Lee Ellen Spell, James B. Spell and wife, Edna S. Spell, Lura Britton McLean, unmarried, Ruth Paxon McLean Holz and husband, William H. Holz, and Ruth Paxon McLean Holz, as Attorney in Fact for Rachel Elizabeth McLean DelMauro and husband, Dennis G. DelMauro, pursuant to authority conferred by that Special Power of Attorney recorded in Book 401, Page 20, Carteret County Registry, personally appeared before me this day and acknowledged the due execution of the foregoing Protective Covenants Agreement.

Witness my hand and notarial seal this the 25 day of August, 1977.

My commission expires:

March 16, 1982

Carrie T. Winingers  
Notary Public



NORTH CAROLINA, CARTERET COUNTY

The foregoing certificate (s) of Carrie T. Winingers is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 401.

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This 25 day of August, 1977 at 2:30 O'clock P.M.

Hugh Salter  
Asst. Register of Deeds