

Prepared by L. PATTEN MASON, Attorney, Beaufort, North Carolina 28516

NORTH CAROLINA

CARTERET COUNTY

OWEN B. FULFORD AND WIFE, PENNIE S. FULFORD
PROTECTIVE AND RESTRICTIVE COVENANTS

Owen B. Fulford and wife, Pennie S. Fulford, have developed this subdivision with the view of furnishing to the lot owners a land development that would insure the best use of the land to enhance its natural and scenic beauty and to develop a harmonious community of people who respect the privacy and rights of others who build in this subdivision.

Owen B. Fulford and wife, Pennie S. Fulford, therefore, in order to protect the owners of the building sites against improper use of surrounding building sites and to preserve the natural and scenic beauty of their property and to insure that the future owners of building sites and homes will respect and protect the rights of all other lot owners and, in general, to provide for a high type and quality of improvement for said subdivision, have adopted these protective and restrictive covenants:

KNOW ALL MEN BY THESE PRESENTS that Owen B. Fulford and wife, Pennie S. Fulford, do hereby covenant and agree with all other persons, firms or corporations now owning or hereafter acquiring as owners any lot or parcel of land in the area located in Harkers Island Township, West Mouth Bay Subdivision Revised, composed of lots as shown on that certain map prepared by J. G. Hassell - Larry C. Pittman, Registered Surveyors, in November of 1973, and recorded in Map Book Twelve (12), Page Twenty-Six (26), office of the Register of Deeds of Carteret County.

That all lots shown on the above referenced map are to be residential lots and are hereby subjected to the following covenants and restrictions as to the use thereof running with the land by whomsoever owned, to wit:

1. These covenants are to run with the land and shall be binding on all parties and all parties claiming under them until August 01, 2000, at which time said covenants shall be automatically extended for successive periods of twenty-five (25) years unless, by a vote of a majority of the then owners of the lots as aforesaid, it is agreed to change said covenants in whole or in part.

2. These covenants may be enforced by a proceeding at law or in equity against any person or persons violating or attempting to violate any of the covenants. Said proceedings may be brought by any owner of lands within said subdivision.

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3. If any of these restrictive and protective covenants shall be declared invalid by any court of competent jurisdiction, its validation by lawful judgment or court order shall in no wise affect any of the other provisions of these protective and restrictive covenants which shall remain in full force and effect.

4. Only one mobile home will be permitted on any one lot which shall be twelve (12) feet in width by fifty (50) feet in length, minimum size, must be in a good state of repair and must not be more than two years old when placed on the property.

5. Any permanent home or dwelling erected or placed on the property must contain at least seven hundred fifty (750) square feet of enclosed living area, exclusive of porches and carports.

6. Any building or dwelling erected or placed on this property shall be used or occupied only for single family residential purposes and no commercial, business or other use is permitted.

7. This property may be resubdivided, provided, however, that no such resubdivision shall result in a lot or parcel of land containing less than 10,000 square feet of area, for no building or dwelling will be permitted to be erected or placed on any lot or parcel of land which has an area of less than 10,000 square feet.

8. No junk cars, buses or unlicensed vehicles will be permitted on the property.

9. No outside toilets will be permitted on the property except for a period not to exceed ninety (90) days during the actual construction of a permanent house.

IN TESTIMONY WHEREOF, Owen B. Fulford and wife, Pennie S. Fulford, do hereunto set their hands and seals, this 20 day of October, 1975.

15/ Owen B. Fulford (SEAL)

15/ Pennie S. Fulford (SEAL)

NORTH CAROLINA
CARTERET COUNTY

I, Beverly D. Pasmore, Notary Public, of Carteret County, North Carolina, do certify that Owen B. Fulford and wife, Pennie S. Fulford, personally appeared before me this day and acknowledged the due execution of the foregoing Protective and Restrictive Covenants.

Witness my hand and notarial seal, this 20 day of Oct, 1975.

15/ Beverly D. Pasmore
Notary Public

My Commission Expires: 8-3-76

NORTH CAROLINA
CARTERET COUNTY

The foregoing certificate of Beverly S. Pasriau, Notary Public,
of Carteret County, North Carolina, is certified to be correct.

This instrument was recorded in Book 378, Page 256, this
23 day of Oct, 1975, at 2:30 o'clock P. M.

HUGH SALTER

REGISTER OF DEEDS

BY B. Sharon Y. Pince

~~DEPUTY~~/ASSISTANT