

NORTH CAROLINA:  
ONSLOW COUNTY:

THE foregoing certificate of S. W. Lewis a Notary Public of Onslow County, State of North Carolina is adjudged to be correct. Let the instrument with the certificates be registered.

Witness my hand and official seal this 5 day of February, 1955.

Betty Ann Gurganus, Deputy Clerk Superior Court.

Filed for registration at 11 o'clock A.M. February 7, 1955, and duly recorded February 7, 1955.

Mildred M. Thomas, Register of Deeds.

DECLARATION OF COVENANTS

2-8-55

EDGEWATER BUILDING COMPANY  
AND  
WACHOVIA BANK AND TRUST COMPANY

NORTH CAROLINA:  
ONSLOW COUNTY:

THIS DECLARATION, made this 31st day of January, 1955, by Edgewater Building Company, a North Carolina corporation, hereinafter called the Declarant, D. R. Everett, Jr., Trustee, of Wake County, North Carolina, and Wachovia Bank and Trust Company, a North Carolina banking corporation with an office in the City of Raleigh, North Carolina,

WITNESSETH, That WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof, and

WHEREAS, D. R. Everett, Jr., Trustee, and Wachovia Bank and Trust Company wish to join in the execution of this declaration for the purpose of subordinating the lien of that certain deed of trust dated December 1, 1954, from Edgewater Building Company to D. R. Everett, Jr., Trustee, and recorded in the Onslow County Registry, in Book 246, Page 438.

NOW, THEREFORE, Edgewater Building Company hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below, and D. R. Everett, Jr., Trustee, and Wachovia Bank and Trust Company hereby declare that the lien of the deed of trust above referred to shall be subordinate to said protective covenants:

ARTICLE I.

The real property which is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all of Lot 14 in Block G; Lots 1-7 inclusive in Block H; Lots 1-3 inclusive in Block J; Lots 6 and 7 in Block L; Lots 21-23 inclusive in Block M; Lots 3-5 inclusive in Block R; Lots 9-15 inclusive in Block U; Lots 7-23 inclusive in Block V; and Lot 1 in Block W, all as shown on map entitled "Property of Edgewater Building Company," located in Northwoods, Jacksonville, N.C. \*, dated December 1954 and prepared by H. Edgerton, recorded in Map Book 4, Page 62, Onslow County Registry, North Carolina.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE III

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Five Thousand Five Hundred Dollars (\$5,500.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eight hundred fifty (850) square feet for a one-story dwelling, nor less than eight hundred fifty (850) square feet for a dwelling of more than one story.

ARTICLE IV.

**BUILDING LOCATION.** No building shall be located on any lot nearer to the front line than thirty (30) feet. No building shall be located nearer than Five (5) feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located One Hundred (100) feet or more from the minimum building set back line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

**LOT, AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width less than 70 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 8,500 square feet.

ARTICLE V.

**EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot.

ARTICLE VI.

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

ARTICLE VII.

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

ARTICLE VIII.

ARTICLE IX.

**TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after 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.

ARTICLE X.

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

ARTICLE XI.

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

IN WITNESS WHEREOF, Edgewater Building Company and Wachovia Bank and Trust Company have caused this instrument to be executed in their corporate names by their President or Vice Presidents, attested by their Secretaries or Assistant Secretaries and their corporate seals to be hereto affixed, all by order of their Boards of Directors, and D. R. Everett, Jr., Trustee, has hereunto set his hand and seal, all the day and year first above written.

ATTEST:  
FRANK A. Cella, Ass't Secretary  
CORPORATE SEAL.

EDGEWATER BUILDING COMPANY  
By, E. N. Richards, President.

Wachovia Bank and Trust Company  
By R. Lee Covington, Vice President.

ATTEST:  
A. J. Morris, Asst. Secretary.  
CORPORATE SEAL.

D. R. Everett, Jr. Trustee.

NORTH CAROLINA:  
COUNTY:

This 5th day of February, 1955, personally came before me E. N. Richards, who, being by me duly sworn, says that he is the President of Edgewater Building Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given, and the said E. N. Richards acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal this 5th day of February, 1955.

N. P. Seal  
My com.exp: 6-29-55

Elizabeth I. Griffin, Notary Public.