

Whereas, J. K. Boling and wife, Louise Boling, and Leo M. Hammer and wife, Inez Hammer, are the owners of certain land hereinafter described, which land is a portion of that tract purchased from J. C. Kirkman and Sons of Jamesville, North Carolina, situated approximately 2 and 1/2 miles Northeast of Merrimon Church Intersection and referred to generally as "SPORTSMAN'S VILLAGE;"

And whereas said owners do hereby declare and subject the hereinafter described premises to the covenants and restrictions of use hereinafter set forth, to the end that the use of said land may be promoted so as to develop a well classified and regulated summer cottage and recreation area;

NOW, THEREFORE, it is hereby declared that any conveyance of any of the numbered lots in the hereinafter described property shall be subject to the restrictions and covenants as hereinafter set forth, and the acceptance of deeds by Grantees as named in such conveyances shall be deemed to have been accepted subject to said restrictions and covenants and such restrictions and covenants shall be a part of said deeds to the same extent as if each such covenant and restriction was appended to and made a physical part of each such deed or conveyance.

The parcel or tract of land subject to the hereinafter set out restrictions and covenants is all of the numbered lots as shown on that certain plat entitle, "Section 'F' of 'Sportsman's Village'," recorded in Map Book 7, page 51, Carteret County Registry.

Said covenants and restrictions being as follows:

I. Said lots shall be used for residential purposes only, but shall not exclude the use of such lots for Churches or Schools. No building shall be erected or permitted to remain on any lot other than a detached one-family dwelling not to exceed two stories in height, and a private garage to be used in connection therewith.

II. The minimum space requirements for residences to be constructed upon any one lot shall be 750 square feet of heated living area on the first floor, exclusive of porches, carports and garages.

III. No building shall be constructed on any lot containing a land area of less than 15,000 square feet. All lots within the aforesaid subdivision shall be subject to building set-back lines as follows:

(a) On that portion of any lot which abuts a street, the building set-back line shall be 20 feet back from the margin of the street which abuts said lot. In the event that said lot is a corner lot, then such building shall not be located nearer than 20 feet from the margin of the street which said building faces and shall be not less than 15 feet from the margin of the other street abutting said lot.

(b) Sides-back lines (except as hereinabove provided for corner lots) shall be 10 feet back towards the center of the lot from the side lines of said lot.

(c) The back set-back line shall be 30 feet towards the center of the lot from the back of each lot.

(d) In the event that any lot abuts a body of water, then the lot shall be incumbered with an additional set-back line requirement of 30 feet from the highwater mark of such body of water.

(c) The following are exceptions to the requirements for set-back lines:

- (1) Fences of not more than 4 feet in height.
- (2) Piers and boathouses.
- (3) Bulkheading along any waterfront.

IV. No fence, including fence walls, of more than 4 feet in height above the elevation of the lot shall be erected or permitted to remain on any lot. No pier shall extend out towards the center of the channel or bay, where said channel or bay has a width of less than 100 feet, for more than 15 feet from the ordinary highwater mark of said channel or bay. Where the channel or bay has a minimum width of more than 100 feet, piers may extend no further than 25 feet from the ordinary highwater mark. It is further provided that no boats or vessels of any type shall be moored or anchored in such a manner that free navigable use of said bay or channel is hampered or obstructed.

V. No signs, billboards or advertising placards of any kind shall be erected or permitted to remain on any lot, except that the lot owner may, by a sign, show his or her name if such sign is attractively constructed and painted. However, a "For Sale" sign may be placed upon any lot provided the same does not exceed 1 foot in height and 2 feet in length.

VI. No noxious or offensive use shall be made of any of the lands described nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

VII. No trailer, tents, shack, barn, or temporary building shall be erected or placed on any of the lots in said subdivision, with the exception that mobile homes (house trailers) may be located and maintained on lots numbers 15 through 33 inclusive, and on lots numbers 44 through 108 inclusive. An outbuilding for storage purposes (but not for residence purposes) may be constructed on any lot in the subdivision so long as it is attractively constructed of materials of a quality at least equal to German siding and conforms to the set-back provisions of paragraph III above.

VIII. No animals, fowl or livestock of any kind, other than normal house pets, shall be kept or maintained on any part of any lot in the subdivision.

IX. The disposal of sewerage, waste matter, garbage, and rubbish shall be accomplished in compliance with regulations of the State Board of Health of North Carolina and subject to the approval of the Sanitation Authorities of Carteret County and any other governmental authority which shall have jurisdiction concerning the same. No outside toilets shall be permitted.

No sewage, garbage, rubbish or any other waste matter shall be permitted to drain into any of the bodies of water abutting or surrounding the subdivision.

X. No junk automobiles, rubbish, refuse, waste matter, debris or other types of junk or unsightly material will be allowed to exist or remain on any of the lots in the subdivision.

XI. The above conditions and restrictions shall run with the land until January 1, 2001, and in the event that there is any violation of any of these covenants, an immediate cause of action to enjoin the violation shall arise in favor of any owner of any lot or lots in the aforesaid subdivision, including the parties hereto, and it is expressly understood that such an action may be for a mandatory injunction to remove the structure or structures or to cause the act or acts to cease. It is further provided that in addition to such injunctive relief, such party may recover compensation for any damages that may have been sustained as a result of such violation. The rights herein given are in addition to and not in contravention of any other rights or actions which such party may have as provided by law.

XII. Invalidation of any one or more of these covenants by any judgment or order of any Court shall in no wise affect any of the other provisions herein set out, each such provision being separable from any and all other provision.

XIII. The above covenants and conditions are placed on the property in said subdivision as a part of a general scheme or plan of development for the benefit of all of the owners of the property within said subdivision, and said covenants are and shall be binding upon the present owners of said lands, their successors, heirs and assigns.

IN WITNESS WHEREOF, the aforesaid owners have hereunto set their hands and affixed their seals in due and lawful manner this the 28th day of December, 1970.

NORTH CAROLINA, CARTERET COUNTY

The foregoing certificate(s) of Lee M. Hammer Jr. is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 324 Page 109

This 7 day of Jan, 1971 at 9:45 o'clock A.M.

James B. Williams
Register of Deeds
by Sharon Piner

J. K. Boling (SEAL)
J. K. Boling

Louise C. Boling (SEAL)
Louise Boling

Leo M. Hammer (SEAL)
Leo M. Hammer

Inez Hammer (SEAL)
Inez Hammer

NORTH CAROLINA RANDOLPH COUNTY

I, Leo M. Hammer, Jr., a Notary Public of said County and State do hereby certify that J. K. Boling and wife, Louise Boling, and Leo M. Hammer and wife, Inez Hammer, personally appeared before me this date and acknowledged due execution of the foregoing instrument. WITNESS my hand and Notarial Seal this the 28 day of December, 1970.

Leo M. Hammer Notary Public

My commission expires: June 23, 1975

