

756

N.S.

NORTH CAROLINA
BEAUFORT COUNTY

COVENANTS RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS, that
Harvey H. Dixon, Jr. and wife, Ophelia H. Dixon, of Beaufort
County, North Carolina, do hereby covenant and agree to and with
all other persons, firms or corporations hereafter acquiring as
owners any lot or parcel of land in The Country Place Subdivision
as shown on map dated March 29, 1978 by William R. Harding,
Registered Surveyor, entitled, "The Country Place", property of
Harvey H. Dixon, Jr. and wife, Ophelia H. Dixon, of record in
Plat Cabinet A, Slide 171, Beaufort County Registry; said numbered
lots are hereby subject 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 persons claiming under
them until January 1, 2000, at which time said covenants shall be
automatically extended for successive periods of ten years unless
by vote of a majority of the then owners of the lots, it is agreed
to change said covenants in whole or in part.

2. If the parties hereto or any of them or
their heirs, successors or assigns shall violate or attempt to
violate any of the covenants herein, it shall be lawful for any
other person or persons owning any real property situated in said
development or subdivision to prosecute any proceeding at law or
in equity against the person or persons violating or attempting
to violate any such covenants and either to prevent him or them
from so doing or to recover damages or other dues for such viola-
tion, except the party of the first part is specifically excluded
from any liability for damages.

MAYO & MAYO
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WASHINGTON, N. C.

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

4. No structure shall be erected, placed or permitted to remain on any residential plot other than one detached single family dwelling and other outbuildings incident to the residential use of the plot. No structure of any type shall be started on any of the above described lots until the plans of such structure or structures and the plot plan showing the location of such structure or structures have been designed or approved by a licensed architect doing business in North Carolina or by the undersigned, or their heirs or assigns.

5. No building shall be located nearer to the street than the minimum building setback line as shown on the above referred to map or nearer than 10 feet to any side lot line.

6. No lot on the above referred to map shall be reduced in size without the written permission of the undersigned, their heirs or assigns.

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

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

9. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these restrictive covenants specifically apply.

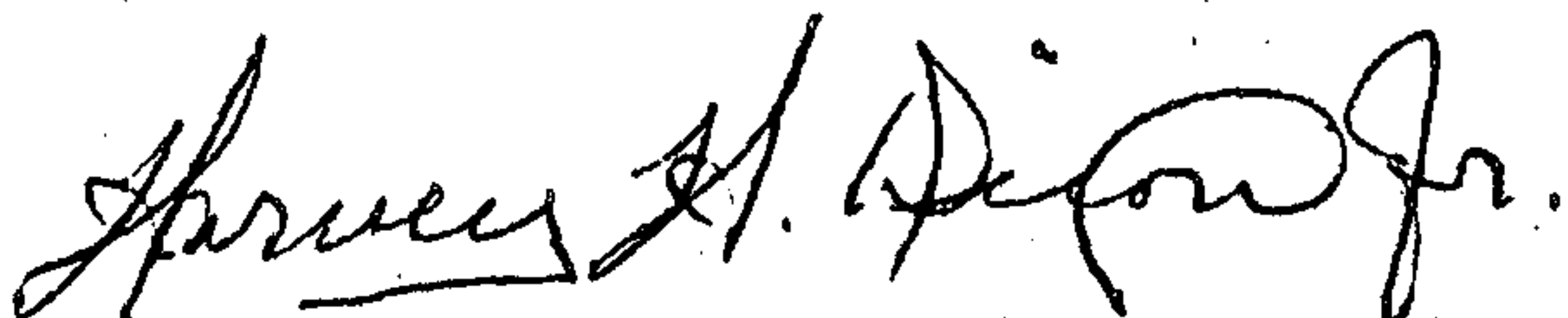
10. Easements, five feet in width, are hereby reserved along all lot lines for the installation and maintenance

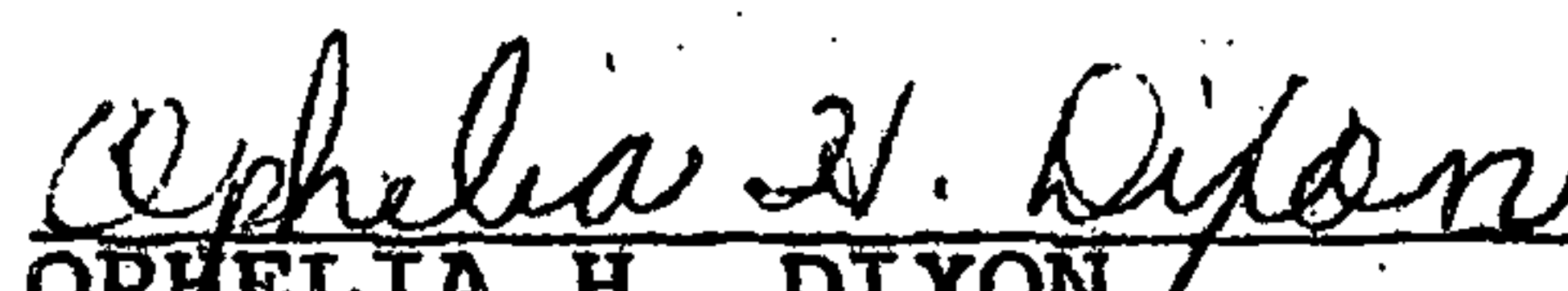
nance of utilities and drainage where necessary. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public utility company or authority is responsible.

11. All individual purchasers from and after this date shall be required to keep their respective lots free and clear of weeds, rubbish, trash, debris, and other matter.

12. No driveway or other access way may be constructed so as to enter onto State Road 1322 without the written permission of the undersigned or their heirs or assigns.

IN TESTIMONY WHEREOF, Harvey H. Dixon, Jr. and wife, Ophelia H. Dixon, have hereunto set their hands and seals, this the 4th day of May, 1978.

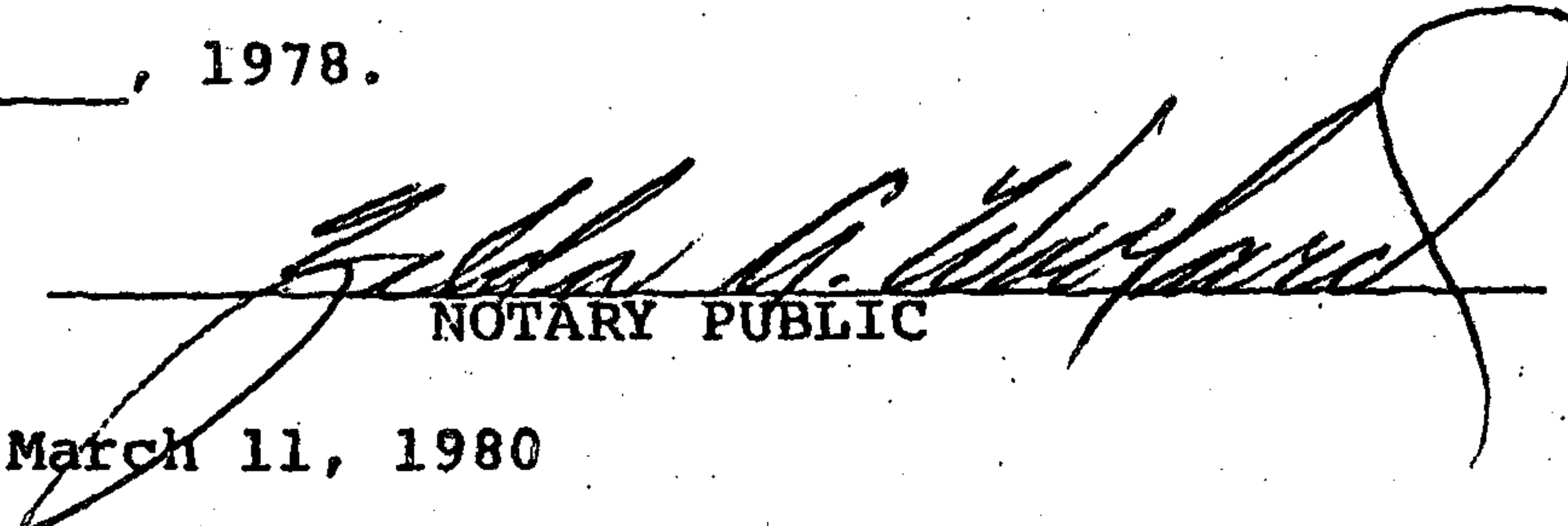

HARVEY H. DIXON, JR. (SEAL)


OPHELIA H. DIXON (SEAL)

NORTH CAROLINA
BEAUFORT COUNTY

I, Zelda A. Woolard, a Notary Public in and for said County and State aforesaid, do hereby certify that HARVEY H. DIXON, JR. and wife, OPHELIA H. DIXON, did this day personally appear before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 4th day of May, 1978.


NOTARY PUBLIC

My Commission Expires: March 11, 1980

NORTH CAROLINA: BEAUFORT COUNTY

MAYO & MAYO
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The foregoing certificate of Notary Public/Notaries Public is/are certified to be correct. Filed for registration and recorded in this office in Book 765, Page 756, at 10:24 o'clock A. M. This 4 day of May, 1978. By Zelda A. Woolard Deputy Register of Deeds.

JOHN I. MORGAN, Register of Deeds