

STATE OF NORTH CAROLINA,
COUNTY OF BEAUFORT.

THIS DECLARATION, Made this 30th day of
August, 1979, by Weyerhaeuser Real Estate Company, a
corporation of the State of Washington, hereinafter called
Declarant;

WITNESSETH: That

WHEREAS, The Declarant is the owner of the real
property described in Article I on 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 bind the successors in interest and any
owner thereof.

NOW, THEREFORE, the Declarant 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:

ARTICLE I

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

All of Section (I) One, CAPTAINS WALK, as shown on
that map prepared by W. H. Utley and Associates,
dated May 18, 1979, and said map is of record in
Plat Cabinet B, Slide 45, Beaufort County
Registry and further reference is hereby made to
said map for a complete and accurate description of
this property.

No property other than that described above shall be
deemed subject to this declaration until specifically made
subject hereto.

The Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

ARTICLE II

The real property described in Article I hereof (Hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards for improvements and development whereby aesthetics, living conditions and property values may be enhanced.

ARTICLE III

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or be permitted to remain on any Lot other than one detached single family dwelling with or without a basement plus not more than two and one-half stories and a private garage, attached or detached, for the use only of the occupants of said dwelling.

ARTICLE IV

No trade, commerce or other activity which may be considered a nuisance to the neighborhood shall be carried on upon any Lot. No trade materials or inventories may be stored upon any Lot and no tractor-trailer type trucks, house trailer (other than camping trailers) or mobile home may be stored or regularly parked on any Lot. No sign or billboard of any kind shall be erected or allowed to remain on any Lot other than a "For Sale" or "For Rent" sign.

ARTICLE V

No Lot or Lots shall be subdivided except to enlarge an adjoining Lot but any Lot so enlarged cannot be improved with more than one single family dwelling.

ARTICLE VI

No single story residential structure which has an area of less than 1,000 square feet exclusive of porches,

breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any Lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 800 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any Lot.

No structure of a temporary character, trailer mobile home, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No metal building may be used as a residence on any Lot or Lots.

ARTICLE VII

No structure, other than a fence in compliance with Article VIII, may be built within ten (10) feet from either Lot sideline, or within thirty-five (35) feet of the road, and no nearer the water than the setback line nearest the water as shown on the map heretofore referred to.

ARTICLE VIII

No fence, wall, hedge or mass planting shall be permitted to extend nearer the water than the setback line nearest the water shown on the map heretofore referred to.

ARTICLE IX

All electrical and telephone services from distribution system to residences shall be underground with the cost for such underground service being shared by Lot owner and utility company in conformity with existing utility company's policy, and no overhead wiring insofar as electrical, telephone and other wire using utility services are concerned shall be permitted on any Lot.

Easements for installation and maintenance of utilities and drainage facilities are reserved measuring five feet in width over side Lot lines and ten feet in width

along the road of each building Lot. Declarant reserves the right to waive provisions of this Article in whole or in part by special recorded instrument.

ARTICLE X

GENERAL RESTRICTIONS: THE FOLLOWING RESTRICTIONS APPLY ONLY TO THOSE LOTS THAT JOINT THE PRIVATE ROAD AS THEY ARE SHOWN ON THE MAP HERETOFORE REFERRED TO:

1. Easement. Lots as shown on the aforesaid plat shall be subject to an easement for access, ingress and egress in favor of owners of property within the area heretofore set out, and in favor of their invitees, as the same access is shown as a "Private Road" on the plat.

2. Assessments. Every Lot described above shall be subject to assessment for maintenance of the Private Road as shown on the plat. Each Lot owner is assessed the sum of Twenty-five Dollars (\$25.00) due and payable with the purchase price. Said \$25.00 shall be deposited into a common fund account for a fund to be known as The Captains Walk Road Maintenance Fund. A like sum is assessed annually thereafter for said Fund. The annual road maintenance assessment may be increased at any time by majority vote, as hereinafter defined. The annual assessment may be waived only by unanimous vote of the Lot owners. Said Fund may be used only for road maintenance expenses approved by majority vote, as hereinafter defined.

The Captains Walk Road Maintenance Fund shall be owned jointly by all of the Lot owners of the property heretofore described and shall be used only for

- a. road maintenance expenses, and
 - b. administration costs for enforcement thereof
- and

shall not be subject to partition by any individual Lot owner. There shall be created, for the purpose of holding

and administering such funds, The Captains Walk Homeowner's Association, which shall have the power to file with the Register of Deeds of Beaufort County a Notice of Assessment Lien against any Lot for which the annual maintenance assessment has not been paid by February 1st of any year, and such lien shall continue until the assessment is paid. The Captains Walk Homeowner's Association shall be comprised of all Lot owners. All decisions shall be made by majority vote (except that a two-thirds majority shall be necessary for the levy of increased or special assessments or expenditure of monies), at a meeting of the Lot owners held after reasonable notice to all such Lot owners. Voting rights are on the basis of one vote per Lot. The Association shall organize, elect officers, and operate freely within the restrictions herein contained.

3. Damage. Any damage caused by driveway connections to the private road shown on the plat, or to the ditches or shoulders of the road, or to the flow of drainage water along the said road, shall be repaired at the expense of the owners connecting such driveways.

ARTICLE XI

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000 at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the Lots described in Article I hereof it is agreed to change said covenants in whole or in part.

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 Lots described in Article I hereof to prosecute any proceedings at law or

in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

ARTICLE XII

Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restriction shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, Weyerhaeuser Real Estate Company has caused these presents to be signed in its name by its Vice President, attested by its Assistant Secretary, with its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

WEYERHAEUSER REAL ESTATE COMPANY

BY: C. J. Lewis
Vice President

(CORPORATE SEAL)

ATTEST:

Robert M. Johnson
Assistant Secretary



STATE OF NORTH CAROLINA,
COUNTY OF BEAUFORT.

THIS DECLARATION, Made this 30th day of
August, 1979, by Weyerhaeuser Real Estate Company, a
corporation of the State of Washington, hereinafter called
Declarant;

WITNESSETH: That

WHEREAS, The Declarant is the owner of the real
property described in Article I on this Declaration and is
desirous of subjecting said real property to the protective
covenants hereinafter set forth, each and all of which is and
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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 bind the successors in interest and any
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and administering such funds, The Captains Walk Homeowner's Association, which shall have the power to file with the Register of Deeds of Beaufort County a Notice of Assessment Lien against any Lot for which the annual maintenance assessment has not been paid by February 1st of any year, and such lien shall continue until the assessment is paid. The Captains Walk Homeowner's Association shall be comprised of all Lot owners. All decisions shall be made by majority vote (except that a two-thirds majority shall be necessary for the levy of increased or special assessments or expenditure of monies), at a meeting of the Lot owners held after reasonable notice to all such Lot owners. Voting rights are on the basis of one vote per Lot. The Association shall organize, elect officers, and operate freely within the restrictions herein contained.

3. Damage. Any damage caused by driveway connections to the private road shown on the plat, or to the ditches or shoulders of the road, or to the flow of drainage water along the said road, shall be repaired at the expense of the owners connecting such driveways.

ARTICLE XI

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000 at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the Lots described in Article I hereof it is agreed to change said covenants in whole or in part.

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 Lots described in Article I hereof to prosecute any proceedings at law or

in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

ARTICLE XII

Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restriction shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, Weyerhaeuser Real Estate Company has caused these presents to be signed in its name by its Vice President, attested by its Assistant Secretary, with its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

WEYERHAEUSER REAL ESTATE COMPANY

BY: C. J. Lewis
Vice President

(CORPORATE SEAL)

ATTEST:

Robert M. Jensen
Assistant Secretary

