

**ROANOAK VILLAGE PROPERTY ASSOCIATION
P.O. BOX 2042 MANTEO, NC 27954**

Charles Votaw, Pres. Scott Stroh, V.P. Rosic Hansen, Sec. Joyce Orndorff, Tres. Shirley Votaw

January 29, 2008

At the annual meeting this year, we will have an opportunity to address the more important community concerns of maintenance of the ponds and fences. This shared responsibility is derived from the Declaration of Restrictive covenants which can protect, our community values, but only if we support the restrictions. It seems that not all owners are aware of the documents that pertain to our homes and lots. I hope that each owner will take time to review the enclosed documents that control our village. The owners organization was incorporated as a non profit organization and the by laws that are enclosed are necessary to govern the corporation. Earlier bylaws were proposed that never were fully adopted by the membership, although they were used by the previous boards of directors. The earlier drafts were used as a basis for the one that is enclosed, but several changes were made to make it easier for members to agree to serve on the board. The election process is simplified; elected for one year not three; the board will elect the officers and make replacements if vacancies come up during the one year term. Quorum requirements remain unchanged. Wording about recreational facilities have been dropped since there are none in the village.

Our ponds are not for recreation, they are to hold back hazardous waste that would kill fish if allowed to go straight to the sound. The ponds must be retained for that specific purpose, but they can also be a thing of beauty and an asset. In the fall, we had a clean up day with fifteen neighbors helping. This moved us closer to the intended purpose, but the work is an ongoing project for this group. Volunteer help will keep the expenses down. We do appreciate the help given by those who came to help that day, and hope to see many more in the future.

The members of the current board have identified more tasks than we could accomplish in one year, and would be willing to serve for another year. The ballot is enclosed.

At the meeting we will discuss the fencing needs around the ponds. Repairs or replacement is a liability issue and should be resolved. The original fences provided by the developer are rather fragile and hard to maintain since the picket size is not a standard item at any lumber yard.

I hope I will see you at the annual meeting on February 20, 2008 at the Manteo Library, Route 64 and Burnside in Manteo. Come, have a good time with your neighbors. There will be refreshments, door prizes and socializing as well as sharing concerns and wishes for the prosperity of the neighborhood.

Hope to see you there,



President of the Board

**ROANOAK VILLAGE PROPERTY ASSOCIATION
P.O. BOX 2042 MANTEO, NC 27954
ANNUAL MEETING FEBRUARY 20, 2008
AGENDA**

Charles Votaw, Pres. Scott Stroh, V.P. Rosie Hansen, Sec. Joyce Orndorff, Tres. Shirley Votaw

6 PM Gather and socialize

6:15 PM Call to Order

Minutes

Treasurer's report

Question period for Declaration of Covenants

Pond management

Mowing and fences

Maintenance by homeowners

Old business

New business

Vote on bi-laws

Election of Board for 2008

Adjourn business meeting

Door Prizes

ROANOAK VILLAGE PROPERTY OWNERS' ASSOCIATION

FEB. 20, 2008

TO:ROANOAK VILLAGE PROPERTY OWENR'S ASSOCIATION

SUBJECT; 2008 PROPOSED ANNUAL BUDGET

I.	Lawn care maintenance	—\$3900.00
	Swale mowing,cul de sac	
	Fertilizing,general grounds maintance	
II.	Fence repair(common area only)	-----300.00
III.	Post Office Box Rental	— 26.00
IV.	Administrative Supplies	-----250.00
	A. Stationary	
	B. Postage	
	C. Print/duplicates	
	D. Rvpoa activities	
V.	Legal & Collections cost	— 150.00
VI.	Insurance liablity	— 872.50
TOTAL		-----\$5498.50
VII.	FENCE REPLACEMENT	-----1500.00(MONIES FROM 2007)
	CHAIN LINK IN BACK OF	
	LARGE POND ONLY	

**DECLARATION OF RESTRICTIVE COVENANTS
FOR ROANOAK VILLAGE P.U.D.**

11/30/2007

**THIS COMPILATION OF THE DECLARATION OF COVENANTS WAS PUT
TOGETHER FROM THE ORIGINAL SOURCES AVAILABLE IN THE
COURTHOUSE OF DARE COUNTY, NORTH CAROLINA**

Sources used:

Deed Book 1139	Page 872 to 877	Filed 10/20/97
Deed Book 1280	Page 0051 to 0052	Filed 7/13/99
Deed Book 1297	Page 0108 to 0109	Filed 10/1/99
Deed Book 1431	Page 318	Filed 5/22/05
Deed Book 1620	Page 23	Filed 3/18/05

What follows is not intended to be a legal document, but rather a help to the Members of the Roanoak Village Property Owners Association who from time to time must try to unscramble the legal documents that control their use of their property.

Notes: Exhibit 1 (page 877) of the Declaration filed in 1997 has not been included. Even though it has never been retracted, it has been superseded by the data given in paragraph 12 page 0052 of the 7/13/99 Filing. Those changes were required to accommodate the redesign for the ponds.

DECLARATION OF RESTRICTIVE COVENENTS
FOR ROANOAK VILLAGE P.U.D.

This Declaration of Restrictive Covenants, made this 20th day of October, 1997, by Edwinco, Inc, a North Carolina Corporation, with its principal office in Dare County, North Carolina, hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, Declarant is the fee simple owner of those certain lots or parcels of land LOCATED on Roanoke Island, Nags Head Township, Dare county, North Carolina, and shown as lots 1 through 60, inclusive, on a map or plat entitled "Roanok village P.U.D., Manteo, Nags Head Township, Dare County, North Carolina", prepared by Seaboard Surveying & Planning, Inc, recorded in Plat Cabinet D, Slide 338, in the Office of the Register of Deeds of Dare County, North Carolina, hereinafter called "Development".

WHEREAS, Declarant, intends to develop said lots as shown on the aforementioned plat according to a common scheme with the objective that the restrictions herein imposed shall be real covenants and inure to the benefit of each and all of the purchasers of said lots; and it is the purpose of this Declaration to declare and make known the covenants and restrictions which shall apply to said lots shown on the aforementioned plat;

NOW, THEREFORE, Declarant does by this instrument declare and make known that the lands shown and delineated on that map or plat hereinabove designated are hereby subject to the following restrictions as to the use thereof, which said restrictive covenants set forth below are real covenants, shall run with the land and shall be and remain binding upon whomsoever owned, and shall be binding upon and enforceable by Declarant and its successors in interest.

1. All lots in the development shall be known, designated and described and used solely and exclusively as residential lots. No business, commercial or professional enterprise or activity shall be conducted on any said lot unless approved by the Declarant for home occupations requiring limited traffic. Only one detached single-family residence, together with such outbuildings as may be approved by the Declarant, shall be erected or maintained on any lot.
2. No signs or posters of any nature shall be placed on the said lots without the written permission of Declarant, save and except real estate signs on model homes.
3. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained upon any of said lots. It is the intent and purpose of this provision to prohibit the keeping and quartering of horses, cows, ponies, goats, chickens, or other animals commonly classified as domestic animals.
4. In order to preserve a desirable uniform beauty and to protect purchasers of said lots from having undesirable types of architecture placed on adjoining lots, no building, fence or other structures shall be erected, placed moved onto, maintained or in any way altered upon said lots until such time as the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location

and elevation of such buildings or structures, drives and parking areas) and construction schedule, shall have been approved by Declarant or its successor in interest as developer of the development. Any earth moving or earth distributing activity shall be approved by Declarant prior to the commencement of such activity. The commercial sale of sand or such fill from such activities is prohibited. Declarant may refuse approval of plans, location or specifications upon any grounds, including purely esthetic considerations, in the sole discretion of the Declarant. No alterations to the exterior of any building shall be made without prior approval from Declarant. One (1) copy of all plans and related data shall be furnished to Declarant which shall be retained by it for its use. The minimum square footage required shall be 800 square feet of living area, exclusive of porches, patios, garages, unfinished areas and other protrusions from the base dimensions of the residence.

5. In order to preserve the desirable beauty and prevent purchasers of those lots and lands from the massive destruction of the trees, the plans for the cutting of trees on said lots shall be submitted and approved by Declarant, its successors and assigns, prior to removal of any trees. As a guideline, trees measuring at least three (3) inches in diameter, and two (2) feet in height or any flowering trees or shrubs at least five (5) feet in height may not be removed from said lots without the approval of Declarant, its successors and assigns. Except herefrom shall be trees or shrubs located within eight (8) feet of a building, driveway or walkways located or to be located on any lot. Also excepted herefrom shall be damaged trees or trees which must be removed because of an emergency.
6. The exterior of all permanent structures in the Development shall be completed within one (1) year after the commencement of construction. No structure shall be used at any time, either temporarily or permanently, for its intended purpose until the exterior of such structure is complete.
7. No trailer, mobile home, modular home or any temporary structures, such as tents, shacks, garages, barns or other out buildings shall be used on any lot in this Development at any time as a permanent or temporary residence. A Modular home shall be defined as a factory-fabricated, transportable building designed to be used by itself or to be incorporated with similar structures. This term is intended to apply to major assemblies and does not include prefabricated panels, trusses, plumbing trees, and other pre-fabricated sub-elements which are to be incorporated in a structure.
8. Under no circumstances may a lot be subdivided for the purpose of creating an additional lot. There may be added to or combined with any lot, however, as shown on the recorded plat, all or a portion of another lot or lots to produce a larger building site. No lot may be used as a road, parking lot or driveway for access to any adjoining property not a part of the development.
9. No building shall be constructed closer than twenty (20) feet from any street or roadway nor closer than eight (8) feet from the side lines, nor closer than eight (8) feet from the rear property line. In the case of a side property line which abuts a street, the minimum setback shall be twenty (20) feet. The portion of a lot abutting a street shall be the front yard. Owners of corner lots may locate the front yard on either abutting street. For the purpose of this Covenant, eaves and steps

shall not be considered to be a part of a building, provided however that this not be construed to permit any part of a building on a lot to encroach upon another lot.

10. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will disturb the peace, quiet comfort or serenity of the occupants of the surrounding property. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair. In event of destruction by fire or other casualty, the premises are to be cleared and debris removed within ninety (90) days of such casualty.
11. All utility lines of every type, including but not limited to, water, electricity, telephone, sewage and telephone cables, must be underground. Declarant reserves unto itself, a perpetual, alienable and releasable easement and right on, over and under the ground to erect maintain and use electric and telephone systems, cable television service, and conduits for the purpose of bringing public services to lots within the Development, on, in and over the lot area within ten (10) feet of all front lot lines and eight (8) feet of all side and rear lot lines. This easement shall also extend along any lot owner's side and rear property line where fractional lots are owned. It shall not be considered a violation of the terms of this easement if wires or cables pass under some portion of lots not within the easement, provided such lines do not hinder the construction and maintenance of the buildings situated on any lot. The ten (10) foot easement along and within all front lot lines may also be used for the purpose of implementation of adequate draining of lots. These easements expressly include the right to cut any trees, bushes or shrubbery, take or add any soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and maintenance, or to maintain reasonable standards of health, safety and appearance.
12. COVERAGE RESTRICTIONS AND COMMON AREA MAINTENANCE:
 - (a) The development of each lot is restricted in that improvements to the lot (including that portion of the right-of-way between the edge of the pavement and the front lot line by impervious structures, including asphalt, gravel, concrete, brick, stone, slate or similar material, not including wood decking or the water surface of swimming pools) shall not exceed that coverage area set forth below.

Lots 1 through 14	1768 s.f.
Lots 15 through 17	common area for use as wet detention basin
Lots 18 through 55	1624 s.f.
Lots 56 through 60	1768 s.f.
 - (b) The developer assumes responsibility for the cost of maintenance of all common areas until the formation of a Property Owners Association.
13. All houses must be on a block, brick or concrete slab foundation, however, houses may be supported by pilings, but said pilings may not be exposed. Said structure

shall not exceed three stories in elevation and the floor of the second level shall not be higher than twelve (12) feet above ground level.

14. No fence shall be constructed in the Development that exceeds four (4) feet in height above ground except upon approval by Declarant, its successors and assigns. Declarant further must approve all materials and designs of proposed fences.

15. Property Owners Association

(a) A property owners Association will be formed upon the sale of two thirds of the home sites in the development. Declarant, its successors or assigns, will incorporate or cause to be incorporated under the laws of the state of North Carolina, a non-profit corporation named "Roanoak Village Property Owner's Association", hereinafter called "Association".

NOW, THEREFORE, THE Association does by this instrument hereby amend paragraph 15 of the declaration to include the following provisions:

(b) The owner of any lot or lots in the Development shall automatically be a member of the Association. Every person or entity who purchases an interest in any lot in the development shall be subject to the assessments of the Association. However, any person or entity who holds an interest merely as security for the performance of an obligation shall not be a member of the Association

(c) Every owner of property within the Development, by acceptance of any instrument of conveyance of property within said Development, whether or not such instrument of conveyance shall expressly provide therefore shall be deemed to covenant and agree to pay the Association.

1. Annual assessments or charges

There may be an annual assessment by the Board of Directors in such amount as may be required to satisfy the requirements of these restrictive covenants or maintain the Development in a suitable state of repair.

2. Special Assessments

In addition to the annual assessment authorized above, the Association may levy a special assessment to satisfy the requirements of these restrictive covenants to maintain the Development in suitable state of repair.

(d) Declarant reserves the right to assign its rights pursuant to the covenants to the Association at such times as Declarant, in its sole discretion, determines that such Association is prepared to assume the obligations imposed by the restrictive covenants contained herein.

16. The covenants and restrictions contained in the Declaration shall run with the land hereinabove described for a period of twenty (20) years from the date this declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years. Declarant, its successors and assigns, my at its option, by filing a supplemental Declaration of Restrictive Covenants, make such additions, deletions or other changes to these covenants as it may deem necessary or desirable. Any and all amendments must be recorded.

17. Enforcement of these restrictive covenants shall be by an appropriate civil proceeding against the person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and such action may be maintained by Declarant, its successors and assigns, the Association or any successor in interest to either the Declarant or the Association. The failure to enforce any covenants or restrictions herein contained shall not be deemed as a waiver of the right to do so thereafter.
18. Invalidation of any of these covenants or restrictions by judgment, court order or otherwise shall in no way affect any of the other provisions contained in this instrument, and the remaining covenants or restrictions shall remain in full force and effect, and these covenants shall therefore be construed and considered as being severable.
19. All owners of lots in the development shall at all times keep and maintain their property in an orderly manner and shall prevent the accumulation of rubbish and debris upon the premises. This restriction and covenant applies to unoccupied properties as well as lots with residences or buildings situate thereon.