

NORTH CAROLINA
DARE COUNTY

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this 16th day of July, 1975, by BRAKE-WOOD CORPORATION, hereinafter called "Declarant":

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property shown on that plat entitled "Revised Map of Brake-Wood, Section One, Nags Head Township, Dare County, North Carolina", prepared by S. Elmo Williams, Registered Surveyor, of Elizabeth City, North Carolina, and recorded in Map Book 8, page 29, Dare County Registry;

WHEREAS, Declarant intends to develop the lots and property shown on said plat under a common scheme of development so that the restrictions and declarations herein imposed shall inure to the benefit of each and every purchaser of lots or parcels shown on the aforesaid described plat;

WHEREAS, it is the purpose of this Declarant to declare and publish the covenants and restrictions which shall apply to the lands shown on the aforesaid described plat;

THEREFORE, Declarant does hereby declare and make known and publish that the following covenants and restrictions shall run with the lands and lots shown on the plat hereinbefore described, and said covenants and restrictions shall be binding on all parties, entities or persons purchasing real property shown on the aforesaid plat or their heirs or designees or any other person claiming under them:

THE COVENANTS, RESTRICTIONS AND DECLARATIONS
ARE AS FOLLOWS:

1. All lots and lands shown shall be used exclusively for residential purposes. No lot or lands included in this Declaration shall be used or occupied for the manufacture or sale of any articles or for any commercial purposes of any kind or character whatsoever, or for the conducting of any business. Hotels, motels, rooming houses or boarding houses are specifically forbidden.
2. No building or structure, including porches shall be erected or placed on any lot closer than 40 feet from the front lot lines, closer than 15 feet from the side streets, closer than 8 feet from side lot lines and closer than 20 percent of the lot depth from back of lot lines. Either side of a corner abutting a right of way may be considered the front lot line or side lot line on option of the owner of that lot.
3. No more than one residence shall be erected on any one lot; however, when one owner acquires two or more adjoining lots, then and in that event the adjoining one or more lots may be used as one building site and the side lot lines and easements referred to herein shall apply to the outside perimeter line of the combined lots.
4. No lot may be resubdivided without the written joinder of the Declarant, and under no circumstances may a lot be resubdivided 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. In any event, a minimum of 15,000 square feet of land or not less square feet than the smallest platted lot in the subdivision shall be required for the construction of any residence.
5. No building shall be erected, altered, placed, or permitted to remain on any numbered lot other than a detached single family dwelling not to exceed two and one-half stories in height and a private garage in keeping with the architectural design of dwelling and for not more than three cars.

6. No Lot(s) shall be used for the dedication of a roadway or used as an easement for adjoining tract or tracts of lands, including other subdivisions.
7. No structure of a temporary character, including but not limited to, trailer of any kind, tent, shack, garage, barn, mobile home, or other outbuilding shall be used or allowed on any lot or land at any time either temporarily or permanently except such temporary structures as may be necessary for the storage of materials by or for the convenience of workmen during the erection of residences upon said lots or lands. No temporary structure of any kind including those hereinabove set out shall be used on any lot or land at any time as a residence either temporarily or permanently.
8. The floor space of a residence, exclusive of porches and garages, shall not be less than 1400 square feet, and the said structure shall not exceed two and one-half stories in elevation.
9. In order to preserve a desirable beauty and to protect purchasers of these lots and lands from having undesirable types of architecture placed on abutting properties with the consequent depreciation to the whole, no residence, improvement or alteration of said residence shall be constructed or started until the construction plans and specifications and the plans showing the location of the structure on the lot have been submitted in writing and approved by Declarant, its successors and assigns, and evidenced by the approved copy of such plans and specifications left in the permanent possession of Declarant. Any additions to such premises will require like additional approval.
10. In order to preserve a desirable beauty and prevent purchasers of these lots and lands from the massive destruction of the trees, the plans for cutting trees on the lots shall be submitted in writing and approved by Declarant, its successors and assigns, and evidenced by the approved copy of the plan for cutting trees left in the permanent possession of Declarant.
11. No fences shall be constructed on the lots or lands exceeding three feet in height above ground level except upon approval by Declarant.
12. All wells and toilet and sewerage units installed upon said property shall be in accord with the rules and regulations of the North Carolina Department of Health and shall be located upon said lands in positions approved by the Declarant and said Health Department. No outside toilets will be permitted under any circumstances.
13. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of such casualty.
14. All owners of lots and lands subject to these restrictions shall have an easement of right of way for the purpose of ingress, egress and ordinary enjoyment across any of those lands dedicated or set aside as access for all property owners.
15. No noxious or offensive activity shall be carried on upon the lots or land nor shall anything be done thereon which may be or may become an annoyance or nuisance to other lots or lands subject to these restrictions.
16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or any household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
17. All service utilities, fuel tanks, woodpiles, trash and garbage accumulation are to be enclosed within a fence or wall of a type and size approved by the Declarant in order to avoid the same from causing an unsightly view from any highway, street, or other residence within the subdivision.

18. There shall be no signs, billboards or advertising structures of any nature whatsoever placed on any lots or lands, nor shall there be any business, trade or profession conducted or practiced on the lots or lands.
19. There is reserved unto the Declarant an easement for the purpose of installation and maintenance of utilities over and upon the ten feet of each lot or parcel of land which abuts streets, roadways, and five feet of each lot or parcel of land which abuts property lines.
20. The Declarant hereby states its intention and purpose to cooperate in the future with any association or property owners which might be formed for the purpose of the betterment of the entire neighborhood including the supervision and ownership of properties conveyed to any such association by Declarant for the benefit of all lot and landowners.
21. Enforcement of these covenants, restrictions and declaration may be by Declarant or any owner of property subject to these covenants either for equitable restraint against the violation thereof, or at law for damages by virtue of any such violation and the invalidation of any one or more of the conditions and restrictions set out herein shall in no way affect any other of such provisions, all of which shall remain in full force and effect.
22. The foregoing conditions, reservations, declarations, covenants and easements shall run with the land and be binding upon all purchasers of lands or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 30th day of June, 2008, at which time the said conditions, reservations, easements, declarations and covenants shall automatically be extended for further successive periods of 15 years each unless by vote of the then owners of record or a majority of the lots shown on the plat above referred to, it is agreed on or before such expiration date to change the said conditions, reservations, easements, restrictions, covenants, declarations in whole or in part.
23. Declarant reserves the right to bring other property belonging to said Declarant under these protective covenants or to amend same by filing a supplementary Declaration setting forth that purpose.

IN TESTIMONY WHEREOF, BRAKE-WOOD CORPORATION has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its common corporate seal affixed hereto, all as the act and deed of said corporation by authority of its Board of Directors duly and legally given.

BRAKE-WOOD CORPORATION

BY: Mollie G. Leasing
President

ATTEST:

M. Keith [Signature]
Secretary