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NORTH CAROLINA

DARE COUNTY

ESTELLE P. TILLET
NOTARY PUBLIC
N.C.

DECLARATION OF PROTECTIVE COVENANTS OCEAN DUNES

WHEREAS, Duck Property Associates are the owners of that certain tract of land known as Ocean Dunes as shown on map or plat thereof made by Quible Associates, Surveyor & Engineers, and

WHEREAS, Duck Property Associates, hereinafter called "Declarant", intend to sell lots in said subdivision subject to certain protective restrictions, reservations and covenants in order to insure the most beneficial development of the said subdivision as a residential subdivision and to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment thereof, and it is the purpose of this declaration to declare and make known the covenants, conditions and restrictions which shall apply to the lands as shown on said plat.

NOW, THEREFORE, Duck Property Associates hereby declare and make known that the following restrictions, reservations and covenants are hereby imposed upon the said subdivision which shall run with the land in the subdivision and shall be binding upon Duck Property Associates, their agent, heirs and assigns, and upon all parties and persons claiming by, through or under Duck Property Associates.

1. Easement The Declarant reserves a perpetual, assignable and releasable easement and right over, on and under the ground to erect, maintain and use electric, cable television and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, cable television, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in, over or under the front 10 feet of each lot adjoining a street as shown on the subdivision plat, and over the rear 10 feet of each lot shown on the said plat.

2. Use of Lot Each lot, except Lot 58, in the subdivision shall be used exclusively for residential purposes, and no more than one single family residence and garage shall be erected on any of the lots shown on the aforesaid plat. If one owner acquires two or more adjoining lots, the adjoining one or more lots may be used together as the site for a single building. No lot may be subdivided without the written joinder of the Declarant.

3. No building or structure including porches, overhang and garages shall be constructed closer than eight feet from the side lines of lots as shown on the plat of Ocean Dunes, nor closer to the front or street line of said lot than thirty feet, or closer than fifteen feet from a side line on the street and that the rear property building line shall be twenty percent of the depth of the lot.

4. No dwelling shall be constructed on any one ocean front building site containing less than twelve hundred square feet of living area nor shall any dwelling be constructed on any non ocean front building site containing less than eleven hundred square feet of living area. There shall be excluded from the above definition and calculation garages, breezeways, porches and unfinished attics, even though the breezeways and porches are enclosed.

5. All toilet and sewage disposal systems installed upon said lots shall be in accord with the rules and regulations of the North Carolina Department of Health and no outside or chemical toilets permitted.

6. All structures shall be completed on the exterior and any alterations to the original structure within eight months of the date of receiving a valid permit for the construction from the appropriate governing authority.

7. No trailer, double wide modules, tent, shack or other temporary building shall be erected or placed on the lands within the subdivision except a temporary building as may be necessary for the storage of materials or the convenience of workmen shall be permitted during the erection of a residence upon said lands, and such temporary structure shall be removed from said premises upon issuance of an occupancy permit for such residence.

8. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; and in the event of destruction or casualty, premises are to be cleared and debris removed within sixty days from the date of such casualty. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept condition of buildings and other structures or grounds on his lot which shall tend substantially to decrease the beauty of the neighborhood and of the subdivision as a whole. Upon the failure of an owner to comply with this requirement, the Declarant reserves the right, at its option, within three weeks after written notice has been mailed to such lot owner's last known address, to clean such property up or remove same if such property has been destroyed by fire or other disaster and Declarant's expense in so doing shall constitute a lien upon such owner's lot and improvements thereof, enforceable in the same manner as a mortgage or deed of trust.

9. No signs of any kind, excepting signs advertising the property for rent or for sale, or identifying the owner or occupant of the property, shall be erected on any lot, without Declarant's express written permission and no animals, livestock or poultry of any kind shall be raised, bred, or kept for any purpose on the lot herein conveyed, other than commonly accepted domestic pets, which shall not be permitted to run at large.

10. No lot in the community may be used as a street, lane, right of way or easement over which access might be obtained to adjacent properties. Declarant reserves the right to provide access to adjoining property that it may develop.

11. No lot in the community shall at any time be used or occupied for the manufacture or sale of any articles or for any commercial purpose of any kind or character whatsoever, or for the carrying on of any business. This provision shall have no application to Lot 58.

12. The lot owners shall be responsible for the maintenance and repair of the roads as shown on the plat of Ocean Dunes until such time as the North Carolina Highway Commission, or other State Agency with jurisdiction over the public roads, has accepted the roads for public maintenance.

13. In order to preserve a uniformity of beauty within the subdivision, no building, fence or other structure shall be erected, placed, moved into, maintained, or in any way altered on any lot in the subdivision until the proposed building plans specifications, exterior color or finish, plot plan, (showing the proposed location and elevation of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Declarant. Declarant may refuse approval of plans, location of buildings or specifications upon any ground, including purely aesthetic considerations which, in the sole discretion of the Declarant, seem sufficient.

14. These conditions and restrictions shall be binding upon all parties, or those claiming under them until January 1, 1998, at which time said conditions and restrictions shall be automatically extended for two successive periods of ten years each, unless by vote of the then property owners of record of a majority of the lots within the subdivision, it is agreed on or before such expiration date to change the conditions and restrictions in whole or in part. Enforcement of these covenants may be by the Declarant or any owner in the subdivision, either for equitable restraint against the violations thereof or at law for damages by virtue of such provision, all of which shall remain in full force and effect. Failure to promptly enforce any of the above restrictions, conditions, or covenants shall not be deemed a waiver of the right to do so thereafter. Invalidity of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

15. These conditions and restrictions shall have no application to Lot 58 on the aforesaid plat of Ocean Dunes. Such lot is intended to be used for commercial purposes and shall be subject to restrictions contained in that certain deed of conveyance.

16. Declarant reserves the right to amend these restrictions with regard to any provisions in order to comply with the requirements of any regulation of the Township, County, State or Federal Government.

IN WITNESS WHEREOF, Duck Property Associates have hereunto set its hands and seals this 15th day of May, 1978.

DUCK PROPERTY ASSOCIATES

BY Joseph V. Anderson
Joseph V. Anderson, Partner

STATE OF Virginia
COUNTY/CITY OF Portsmouth

I, the undersigned, a Notary Public of the aforesaid City and State, do hereby certify that Joseph V. Anderson, Partner of Duck Property Associates personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 15th day of May

1978.
NOTARIAL SEAL
NOTARY
PUBLIC
My Commission Expires:
Feb 28, 1981

NORTH CAROLINA
DARE COUNTY

Dovie I. Loud
Notary Public

The foregoing certificate of Dovie I. Loud, a Notary Public of Portsmouth, Virginia, is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page as shown hereon.

Estelle B. Zillett REGISTER OF DEEDS FOR DARE COUNTY
Oliver H. White Assistant Register of Deeds