

SALTAIRE

DUCK, N. C.

DECLARATION OF PROTECTIVE COVENANTS SALTAIRE

Map Book 249, Page 861

Public Registry of Dare County, North Carolina

1. **PERMITTED USES.** All lots and lands shall be used exclusively for residential purposes. The office of a physician, lawyer, architect, teacher or similar professional person residing on the premises, and when such use is incidental to such residence, shall be permitted; provided, however, that such use shall be within the main building. No lots 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 whatsoever, or for the conducting of any business; hotels, motels, rooming houses and boarding houses are specifically forbidden.

2. **HEIGHT.** No building shall exceed 2-1/2 stories in height, not including pilings which are permissible. The floor of the second level shall not be higher than twelve feet above mean grade level.

3. **DENSITY; BUILDING AND FLOOR AREA.** No more than one residence shall be erected on any one lot. No residence shall be erected on any lot unless it has a livable floor area, excluding porch, garage, sundeck and patio or terrace, of at least 900 square feet. Building area shall not exceed 20% of the lot area.

4. **YARD REQUIREMENTS.** No building shall be erected or maintained on any lot closer than 25 feet from the front property line, nor closer than 8 feet from the side property lines, nor closer to the rear property line a distance equal to 20% of the lot depth. On a corner lot, a front yard of at least 25 feet shall be required on each street. A corner lot shall have only one side yard; said yard shall be on the side adjoining the interior lot opposite the front yard having the greatest street frontage.

When one owner acquires two or more lots, 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. Buildings erected on ocean front lots shall be so situated on the lot that the side walls of the building are parallel to the side property lines the intent of this provision being to have all the building fronting on the ocean oriented at the same angle with respect to the front property line.

5. **RESUBDIVISION.** 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

porary character, including but not limited to trailers 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 the said lot or lands. No temporary structures 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.

12. **ENFORCEMENT.** Enforcement of these covenants, restrictions and declaration may be by Declarants 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.

13. **ARCHITECTURAL CONTROL.** No residence, improvements or alterations to said residence shall be constructed or started until the proposed building plans, specifications, and lot plat (showing the proposed location of such building or structure, drive and parking areas) have been approved in writing by the Declarants, its successors and assigns, as to location with respect to topography and finished grade elevation. In the event that the Declarants or its designated representatives fail to approve or disapprove said plans and specifications within 45 days after receipt of a written request, then such approval shall not be required. In no event will the Declarants' approval be unreasonably withheld.

The exterior of all houses and other structures must be completed within six months from commencement of construction except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergencies or natural calamities. Where more than six months is required due to size and/or type of structure, Declarants shall have the right to extend the time for completion.

14. **DURATION AND BINDING EFFECT OF RESTRICTIONS.** The foregoing conditions, reservations, declarations, covenants and easements shall run with the lands 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 31st day of December, 1994, at which time the said conditions, reservations, easements, and declarations and covenants shall automatically be extended for further successive periods of 10 years each unless by vote of the then owners of record of 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.

15. **ADDITIONAL RESTRICTIONS.** Declarants have the right to make other lands subject to these covenants upon filing of an appropriate written document executed by Declarants.

lots to produce a larger building site.

6. **FENCES.** No fences shall be constructed on the lots or lands exceeding 48 inches in height above ground level. This provision shall not apply to hedges or other densely growing shrubbery, nor to patio enclosures not exceeding 6 feet in height nor closer to property lines than required set-backs.

7. **SIGNS.** No commercial signs, billboards, or advertising structures of any nature whatsoever shall be erected or maintained on any lot except for one sign not more than 2 square feet advertising the property for rent, or signs used by the developer advertising the property during the sales period, or a professional sign not more than one (1) square foot. No signs shall be illuminated. (NOTE: Covenants in Section 1 limit the size of sign advertising the property for rent to 1 1/2 square feet.)

8. NUISANCES.

(a) 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.

(b) No noxious or offensive activity shall be carried on upon the lots or lands 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.

(c) All service utilities, fuel tanks, woodpiles, trash and garbage accumulation are to be enclosed within a fence, wall or rack in order to avoid the same from causing an unsightly view from any highway, street, or other residence within the subdivision. Also, exposed pilings shall at least be enclosed on all sides except one, by slats not exceeding four (4) inches in width spaced equal to the width of the slat.

(d) No junk, wrecks, or inoperative automobiles, truck, bus or boat shall be permitted to remain on the property nor shall unsightly material be stored thereon. Owners of unoccupied lots shall at all times keep and maintain their property in an orderly manner and prevent the accumulation of rubbish and debris upon the premises.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

9. **WATER AND SEWAGE.** All wells and toilets and sewage 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 said Health Department. No outside toilets will be permitted under any circumstances.

10. **EASEMENTS.** There is reserved unto Declarants an easement for public utilities and cable television within ten feet of all front, side and rear yard lines (except oceanfront lots). All utility connections must be installed underground and at the expense of the individual property owner. All access