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DECLARATION OF PROTECTIVE COVENANTS  
SAND HILLS SUBDIVISIONW. R. DAVIS  
G. W. ROWE  
RECORD OF DEEDS  
DARE COUNTY, N.C.

WHEREAS, W. R. Davis, H. L. Sharp, G. Mark Ailsworth, Trustee, and G. W. Rowe, are the owners of a certain tract of land known as Sand Hills Subdivision, located in the vicinity of the Village of Duck, Dare County, North Carolina, which subdivision is more particularly shown on a map or plat thereof prepared by Triangle Engineering & Surveying, Inc., which plat is duly recorded in Plat Cabinet B at slide 115 of the Dare County Public Registry.

AND WHEREAS, the parties set forth above, hereafter referred to as "Declarants", intend to sell certain lots in the said subdivision subject to certain protective restrictions, reservations and covenants in order to insure the most beneficial development of the subdivision as a residential subdivision and to prevent any use of property within the subdivision which 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, the said Declarants hereby declare and make known the following restrictions, reservations and covenants which are hereby imposed upon the said subdivision and shall run with the land in the subdivision and be binding upon the Declarants, their agents, heirs and assigns, and upon all parties and persons claiming by, through or under them.

1. Easements. The Declarants reserve a perpetual, assignable and releasable easement and right of way 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, drainage or other public conveniences or utilities on, in, over or under the front ten (10) feet, the rear 5 (5) feet and the side five (5) feet of each lot.

2. Residential Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residence. Only one family shall occupy the same main dwelling and its accessory buildings, provided, however, that servants' quarters or a guest suite, may be erected, but such facilities may not be rented, leased or sold separately from the main premises. No business or business activity may be carried on upon the property at any time, provided however, that nothing herein shall preclude the Declarants, their agents, affiliates, and employees from using all or part of the land or buildings owned by them for the purpose of carrying on business directly related to the development, sales and/or management of the subdivision by the Declarants. This paragraph shall not prohibit rentals of homes located on the lots in the subdivision.

3. Subdivision of Lots. No lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Declarants, however it shall be permissible to combine two or more adjacent lots, which have a common ownership, into one tract of land for purposes of building a dwelling which would be authorized on such lots individually. In the event of such a combination, the setback requirements relating to the common boundary between the lots will not prohibit building upon that boundary so long as setback requirements relating to the outside border of the tract are met. This provision does not reduce or remove any other restriction which may exist as a result of this declaration.

4. Plans. No building, fences or other structure shall be erected, placed, moved into, maintained or in any way altered on any lot within the subdivision until the proposed building plans, specifications, exterior color or finish, plot plan (showing proposed location and elevation of such building or structure, drives and parking areas) shall have been submitted in duplicate to Declarants in writing as evidenced by an approved copy of

Prepared by & return to:  
Starkey Sharp  
Attorney at Law  
Wilmington, NC

the elevation plans left in the permanent possession of the Declarants. The Declarants or their successor or designee may refuse to approve plans, locations, or specifications if in the discretion of the Declarants or their designee, the structure and/or improvements proposed are in such disharmony with the neighborhood or the environment as to pose a threat to the neighboring owner's rights to full enjoyment of their properties, or would tend to create a nuisance that would in any way lessen adjoining property values or pose a threat to the continued use, owner-enjoyment, or safety of those properties. No alterations in the exterior appearance of any building or other structure shall be made without like approval by Declarants. The minimum square footage required shall be 1200 square feet of living area, exclusive of porches, patios, garages, unfinished areas and other protrusions from the base dimensions of the residence. The exterior of all houses and other structures, after approval of the building plans, must be completed within six months from the commencement of construction, except where such completion is impossible, or results in great hardship to the owner or builder due to strikes, fire, national emergencies, or calamities. Where more than 6 months is required due to the size or type of structure the owner shall have the right to reasonably extend the time of completion.

5. Maintenance of Buildings. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; 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 Declarants reserve the right at their 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 Declarants' 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.

6. Temporary Buildings. No trailer, double wide trailers, 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 of such residence.

7. Signs. There shall be no signs, billboards or advertising structures of any nature whatsoever placed on any lots or lands, except that one sign per lot not exceeding one square foot shall be allowed for identification of the property owner and signs and notices of the property for rent or sale provided such sign shall be no larger than 6 square foot in size. Also, 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 that they are not kept, bred or maintained for any commercial purpose.

8. Roads. The lot owners shall be responsible for the maintenance and repair of the roads as shown on the plat of Sand Hills Subdivision 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.

9. Occupancy. No residence erected upon any lot shall be occupied in any manner prior to completion of construction and the connection of permanent utilities.

10. Violations. If the owners or occupants of any lot, or all of them, or their successors and assigns, shall violate any of the covenants and restrictions herein, it shall be the right of the developers herein, or their successors and assigns, or any lot owner in the subdivision, to institute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions for the purpose of preventing him or them from so doing, or to recover damages for such violations, or both.



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11. Water and Sewage. All wells and toilets and sewage units installed on the property shall be in accordance with the rules and regulations of the North Carolina Department of Health and the Dare County Environmental Health Department and shall be located on such lands in positions approved by such departments. No outside toilets will be permitted under any circumstances.

12. Setbacks. No building is to be constructed closer than 25 feet from any street or roadway nor closer than 10 feet from the side lines of any particular lot, nor closer than 25 feet from the rear property line. In the case of side property lines which abut a street, the minimum setback shall be 15 feet. The portion of a lot abutting a street shall be considered to be the front yard for the purpose of these covenants except that corner lots may have the front yard on either side abutting a street and such determination shall be made by the lot owner at the time of construction of improvements. For the purpose of this paragraph, the extended portions of Lot 11 and 12 shall not be considered a portion of such lots for the determination of setback lines or building locations.

13. As long as it owns 10% or more of the lots in Sand Hills Subdivision, Declarants reserve the right to include in any contract or deed thereafter made or entered into, such modifications and/or additions to these protective covenants, which will, in the sole opinion of Declarants, raise the standards or enhance the desirability of the subdivision as a residential area. Such reservation shall not be construed as authorizing Declarants to relieve any purchaser of any lot in the subdivision, in whole or in part, from any of the protective covenants set forth. Declarants may allow reasonable variances and adjustments of these covenants in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the subdivision. The rights and authorities granted and reserved unto the Declarants herein may be assigned to a certain designated individual or group for the purpose of ease of administration of these provisions. Such grant of authority or assignment shall be made by written instrument which need not be recorded in the Office of the Register of Deeds but which shall be available to any lot owner within the subdivision for review. Decisions of the Declarants herein shall be made by majority vote of those parties set forth as the individual Declarants to this declaration unless made by the decision of any designated successor of the Declarants.

14. Enforcement of these covenants, restrictions and declarations may be by Declarants or any owner of property subject to these covenants whether for equitable restraint against the violation thereof, or at law 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. The failure of Declarants or of any such party entitled to enforce any protective covenant contained in this declaration however long continued shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

15. The foregoing conditions, reservations, declarations, covenants and easements shall be 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, 1995, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the restrictions and covenants in whole or part. For the purpose of such vote, the owners will be entitled to one (1) vote per lot regardless of the number of persons or entities owning any one lot. Any change in the terms and provisions of these covenants may be made by a majority of the owners of the lots within the subdivision based upon the same formula of one vote for each lot so long as such change is entered by written declaration supplemental to this declaration duly recorded in the Office of the Register of Deeds of Dare County.

16. Declarants reserve the right to bring other property belonging to said Declarants under these protective covenants by filing a supplementary declaration setting forth that purpose.

17. The owners of lots 1 through 10 and 17 and 18 are granted a walking easement across the parcel of land 10 foot in width adjoining lot 16 on its northern boundary and such walking easement shall be the sole access point provided to such lot owners to the ocean in lieu of access across any portions of lots 11 through 15. This access point is more clearly defined as a "private ocean access" set forth and delineated on the plat of the subdivision. Such easement shall be for the benefit of the lot owners and their guests or tenants and in no way shall be construed to be a public dedication of such property for use by the general public.

18. In addition to the easements described on the plat and set forth in paragraph 1 of this declaration, there is understood to exist an easement five (5) foot in width following the dividing line between lots 11 and 12 and crossing those extended portions of lots 11 and 12 for the benefit of lot 13. Such easement shall be for the purpose of installation of utilities and other such matters as are defined in paragraph 1 of this declaration.

19. Inasmuch as certain improvements were constructed upon lot 13 prior to the formation of this subdivision, it is understood that lot 13 shall be exempt from the provisions of this declaration as set forth in paragraphs 1 through 16, except that this shall not exempt the owner of lot 13 from requirements of membership within the Sand Hills Property Owners Associations described hereafter or from any position or rights accruing to the owner of lot 13 as a declarant herein.

20. There exists a certain right of way or point of access between the cul-de-sac on Buffle Head Road and lot 12 of this subdivision and such access way is designated on the plat for the subdivision as a twenty (20) foot emergency access. It is understood that such access area is reserved for certain uses and purposes. First, such parcel of land shall provide a right of way for egress, ingress, and access to and from lot 12 of this subdivision and Buffle Head Road. Notwithstanding the paragraphs of this declaration, this property shall be considered to be a portion of lot 12, subject to the limitations and restrictions contained herein. Second, the availability of the twenty (20) foot access corridor or area shall not be restricted or hampered by any improvements placed thereon. It is the intention of this paragraph to allow for the free and unfettered use of such access for purposes of emergency vehicles and other connections between Buffle Head Road and the streets and roads set forth in the adjoining subdivision to the south known as Snow Geese Dunes. However, this is not intended to be a dedication for general public purposes of this easement or corridor, and the uses of this easement shall be limited to emergencies or public utility purposes only. Next, it is understood that this twenty (20) foot corridor shall be subject to an easement of right of way for the purpose of installation of future utilities which may join the subdivisions of Sand Hills and Snow Geese Dunes, including but not limited to the installation of a common or public water system with connecting points along this corridor. Consistent with these requirements, it is understood that the pavement existing upon the corridor shall be considered to be a portion of the roads and streets of this subdivision subject to the maintenance and other responsibilities of the property owners association as set forth hereafter. None of the owners of lots within this subdivision, including lots 11 and 12, shall have the right to restrict the uses of this corridor in such manner as would interfere with the uses and purposes set forth within this paragraph. Notwithstanding any other statement contained herein, it is not intended that the twenty (20) foot corridor shall be used as a right of way or access point between the subdivisions of Snow Geese Dunes and Buffle Head Road for traffic or other general public purposes and the installation of a gate or other dividing point between such subdivisions, so long as such installation does not prevent the emergency access defined herein will not be construed a violation of these provisions.



21. It is understood that every lot owner shall automatically become a member of the Sand Hills Property Owners Association by virtue of ownership of such property. The association shall consist of the owners of all lots within the Sand Hills Subdivision and each lot shall be entitled to one vote constituting an equal voice or vote in the affairs of the association. The fact that the association does not take action, meet or otherwise demonstrate it's present or remains dormant for any period of time, shall not be construed to cause the association to cease to exist or in any other manner affect the rights and privileges granted to the association hereunder. The purpose of the association is to provide for the common affairs of the lot owners within this subdivision, including but not limited to the maintenance of such properties as roads and other common utilities for the mutual benefit of all of the owners within the subdivision.

22. By acceptance of a conveyance for a lot within the subdivision, whether or not it shall be expressed within any deed of conveyance, the owner shall be deemed to covenant and agree to pay to the association the following items. (1) Any annual assessments or charges duly authorized by the association; (2) Any special assessment for capital improvements as such assessments shall be fixed, established and collected from time to time by the association. The annual and special assessments together with such interest thereon and cost of collections therefor as may hereafter be provided shall be a charge on the land and shall constitute a continuing lien on the property against which such assessment is made. Each such assessment shall also be the personal obligation of the person who is the owner of such property at the time the assessment fell due. The amount of any initial annual assessment shall be determined by vote cast in accordance with the by-laws of the association. The fact that any assessment is not called for within any particular period of time shall not cause the provisions of this declaration of these paragraphs to lapse or any other manner to diminish the obligations set forth herein.

23. If the assessments are not paid on the date called for within the rules set forth by the association, such assessment shall become delinquent and shall, together with interest and costs for collection thereof, become a continuing lien on the property which shall bind said property in the hands of the then owner, his heirs, successors and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation as well for any statutory period that may apply and shall not pass to his successors in title unless expressly assumed by them.

24. If the assessment is not paid within thirty days after the due date, a penalty fee shall be added thereto consistent with the cost of collection and from that date, interest at the rate of 8% per annum shall be added to the delinquent balance and penalty. The association may bring an action at law against the owner of such property personally obligated to pay the same and said action includes the right to foreclose upon the lien against the property. Such action may include the cost of preparing and filing complaints in such action and other reasonable costs such as attorneys' fees fixed by a court together with costs of the action. The lien set forth within these paragraphs and declarations shall be subordinate to the lien of any mortgage or mortgages now hereafter placed upon the property subject to assessment provided that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. These assessments and related matters shall be subject to the provisions set forth in the North Carolina General Statutes relating to the collection of liens and their priorities and shall be construed in accordance therewith.

25. A set of bylaws for the association shall be understood to be available to all parties from the Declarants.

26. Spouses of the individual Declarants have joined in this declaration for the purposes of releasing or subjecting any marital rights they may hold to the terms and conditions of these covenants.

27. In the event that the Dare County Zoning Ordinance or other applicable local zoning shall ever change to allow duplexes, paragraph 2 hereof shall be understood to allow duplex use consistent with that ordinance.

28. The terms and conditions set forth within these covenants may from time to time be changed by the written declaration executed by a majority of the owners of the lots within this subdivision.

IN WITNESS WHEREOF, the said Declarants have set their hands and seals intending this declaration to be effective upon recordation of same within the Office of the Register of Deeds of Dare County and from the date of execution as set forth in the notarization of each such Declarant. The effective date of this declaration shall be understood the day of November, 1982.

W. R. Davis (SEAL)

Jo Ann Davis (SEAL)

H. L. Sharp (SEAL)

Marion R. Sharp (SEAL)

G. Mark Ailsworth, Trustee (SEAL)

G. W. Rowe (SEAL)

(see separate execution by the) (SEAL)

above parties filed in the office of the register of deeds.)

NORTH CAROLINA  
DARE COUNTY

I, a Notary Public of the County and State aforesaid, certify that W. R. DAVIS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23<sup>rd</sup> day of November, 1982.

My commission expires:

April 26, 1983

Leslie P. Moore (Whitley)  
Notary Public

NORTH CAROLINA  
DARE COUNTY

I, a Notary Public of the County and State aforesaid, certify that JOANNE DAVIS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23<sup>rd</sup> day of November, 1982.

My commission expires:

April 26, 1983

Leslie P. Moore (Whitley)  
Notary Public

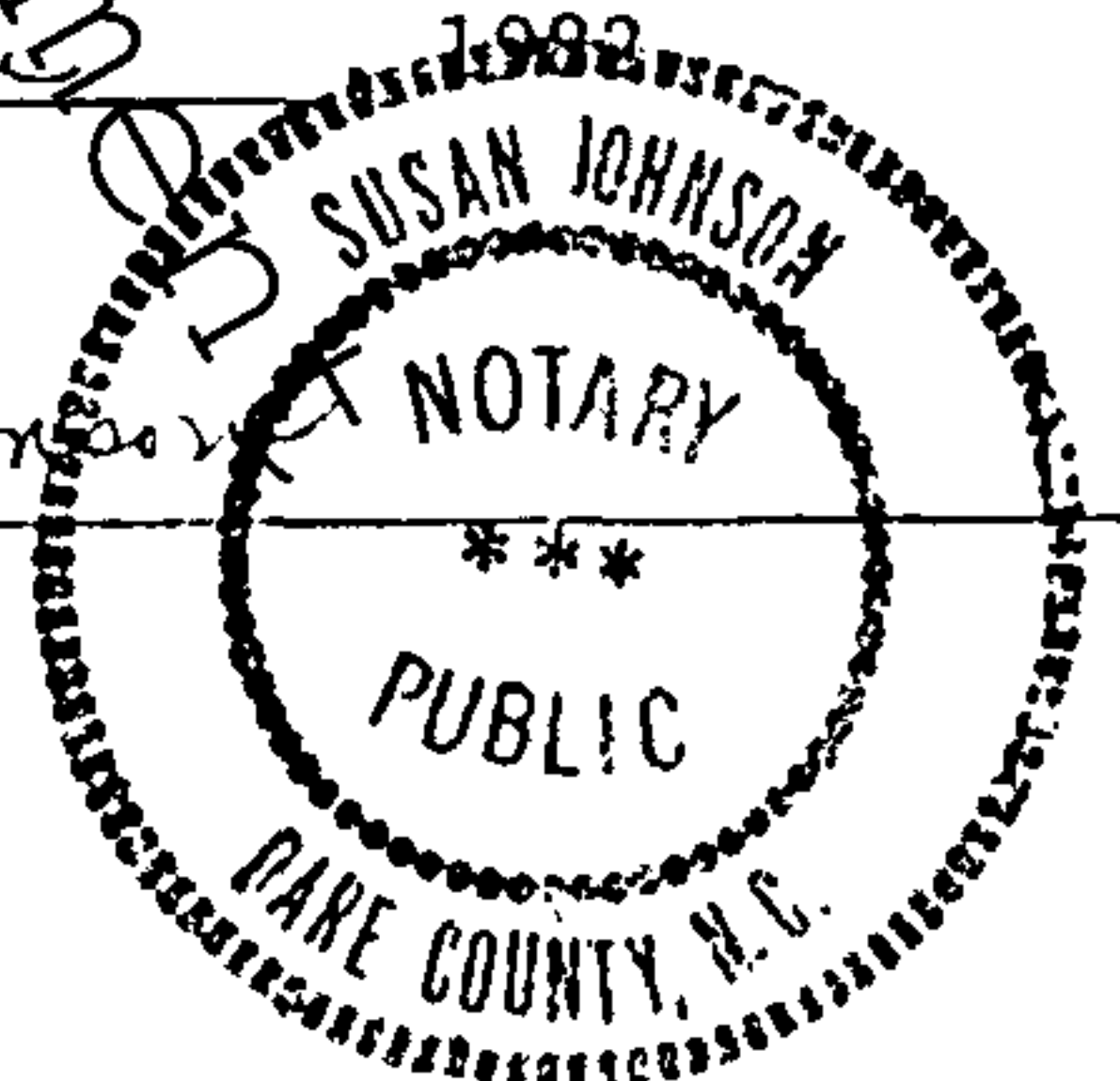
NORTH CAROLINA  
DARE COUNTY

I, a Notary Public of the County and State aforesaid, certify that H. L. Sharp and wife, Marion R. Sharp, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this the 21<sup>st</sup> day of October, 1982.

My Commission Expires:

October 2, 1983

Susan Johnson  
Notary Public





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NORTH CAROLINA DARE COUNTY

The foregoing Certificate(s) of Lisbie P. Moore (Whitley) and Susan Johnson both Notaries Public of Dare County, N.C.

Is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Alva B. Lisc Register of Deeds For Dare County

By Barbara M. Gray ~~Deputy~~/Assistant-Register of Deeds  
DOCUMENTARY STAMPS Attached and  
CANCELLED in the amount of \$ -0-

RECORDED Nov 30 1982

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