

NORTH CAROLINA

SEA RIDGE

DARE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, Sea Ridge Corporation is the fee simple owner of that certain tract of land located near the Village of Duck, Atlantic Township, Dare County, North Carolina, and shown on map or plat entitled "Sea Ridge, Section 1" by Rose and Purcell, Inc., dated July, 1976, and recorded in Map Book 9, page 47, in the office of the Register of Deeds of Dare County, North Carolina;

WHEREAS, Sea Ridge Corporation intends to develop the property shown on the aforesaid plat according to a common scheme with the objective that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of lots of land shown on said plat; and it is the purpose of this declaration to declare and make known the covenants and restrictions which shall apply to the land shown on the aforesaid map;

NOW, THEREFORE, the said Sea Ridge Corporation does by this instrument declare and make known that the following covenants and restrictions are to run with the land shown on the map hereinbefore designated and shall be binding upon their successors in interest:

1. All the lots in this subdivision shall be used for residential purposes only.

2. No advertising signs or posters, other than a sign advertising property for sale or rent shall be placed on the said lots. No animals, livestock or poultry of any kind, other than household pets, shall be kept on any lots.

3. In order to preserve a desirable uniformity of beauty and to protect purchasers of lots within the subdivision from having undesirable types of architecture placed on adjoining lots, no building, fence or other structure shall be erected, placed, moved onto, maintained or in any way altered on any lot in the subdivision until such time as 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 Sea Ridge Corporation or its successors in interest as developer of the subdivision. All exterior antennae shall be approved in writing by Sea Ridge corporation prior to erection. Any earth-moving or earth-disturbing activity shall be approved in writing by Sea Ridge Corporation prior to the commencement of such activity. Sea Ridge Corporation may refuse approval of plans, location or specifications upon any ground, including purely esthetic considerations, which in the sole discretion of Sea Ridge Corporation shall be deemed sufficient. No alterations in the exterior appearance of any building or other structure shall be made without similar approval being obtained from Sea Ridge Corporation. One (1) copy of all plans and related data shall be furnished Sea Ridge Corporation which shall be retained by it for its files.

4. The exterior of all residences and other permanent structures in the subdivision shall be completed within one (1) year after the commencement of construction. No structure shall be used at any time, either temporarily or permanently, as a residence until the exterior of such structure is complete.

5. No trailer or temporary structures, such as tents, shacks, garages, barns or other outbuildings shall be used on any lot in this subdivision at any time as a permanent or temporary residence.

6. 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 obtained that will cause such lot to appear 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 or might 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; and in the event of destruction by fire or other casualty, the premises are to be cleared and debris removed within ninety (90) days of such casualty.

7. Easements are reserved along and within five (5) feet of all side lot lines and within ten (10) feet of all front and rear lot lines for the construction and perpetual maintenance of conduits, wires and fixtures for electricity, telephone service, cablevision, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities, and to remove any obstacle which may at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from and across said premises to duly authorized maintenance personnel. This easement shall also extend along any

owner's side and rear property lines 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 five (5) foot wide strip, provided such lines do not hinder the construction and maintenance of buildings situated on any such lot.

8. The ocean access easement shown on the plat of this subdivision is private and its use shall be limited to lot owners in the subdivision and their guests.

9. The streets within the subdivision are private and their use shall be limited to lot owners in the subdivision and their guests. The maintenance of streets within the subdivision is the responsibility of the lot owners.

10. Sea Ridge Corporation may at its option, by filing a supplemental Declaration of Restrictive Covenants, bring within the scheme of this development additional lands and subject them to the restrictions herein imposed, or make such additions or deletions as it may see fit.

11. These restrictions shall be binding on the land and all parties owning same or in possession thereof for a period of twenty (20) years from the date hereof and shall be extended for successive periods of ten (10) years thereafter; unless, prior to the expiration of the initial 20 year period or any such 10 year period thereafter, an instrument signed by the owners of record of the majority of the lots in the subdivision has been recorded revoking or modifying such restrictions.

IN WITNESS WHEREOF Sea Ridge Corporation has caused this Declaration of Restrictive Covenants to be executed in its corporate name by its President, and attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this 27th day of

April, 1977.

SEA RIDGE CORPORATION

By: Arthur H. Keyes

President

ATTEST:

Lucile S. Keyes
Secretary

~~NORTH CAROLINA~~ District of
~~DARE COUNTY~~ Columbia

I, the undersigned notary public, do hereby certify that Lucile S. Keyes personally came before me this day and acknowledged that she is Secretary of Sea Ridge Corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

WITNESS my hand and notarial seal this 27th day of April, 1977.

Mary V. Jackson
 Notary Public
 My Commission Expires 7/30/79

NORTH CAROLINA
 DARE COUNTY

The foregoing certificate of Mary V. Jackson a notary public of District of Columbia is certified to be correct.

Presented for registration this the 3 day of May, 1977, at 12:21 o'clock P.m., and recorded in this office in Book 244, page 681. 5-10-77

Charles B. Tackett
 Register of Deeds

By: Mary B. Parker
~~Assistant~~ Deputy