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SEA TERN

COVENANTS

NORTH CAROLINA  
DARE COUNTY

ESTATE OF TILLET  
OF DEEDS  
N.C.

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OF DEEDS  
N.C.

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this the 8th day of June 1978, by DAVID S. WATSON, JOSEPH S. WATSON and wife, HENRIETTA D. WATSON, CARMELA ANN FINELLI, JOHN L. FINELLI, DONALD H. GODWIN and wife, LYNETTE M. GODWIN, ROBERT B. WATSON and wife JUDITH B. WATSON, hereinafter called Declarants:

WITNESSETH:

WHEREAS, the Declarants are the owners of certain real property shown on the plat entitled "'Sea Tern,' Atlantic Township, Dare County, North Carolina," prepared by Quible & Associates, Inc., Registered Surveyors, and recorded in Plat Cabinet A, Slide 107, Dare County Registry;

WHEREAS, the Declarants intend to develop the lots on the property shown on the 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 these Declarants to declare and publish these covenants and restrictions which shall apply to the lands shown on the aforesaid described plat;

THEREFORE, Declarants do 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 shall be used exclusively for residential purposes. 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. 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.
3. No structure of a temporary character, including but not limited to trailer of any kind, tent, shack, garage, barn, modular or 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 lots 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. A modular home shall be defined as a factory-fabricated, transportable building designed to be used by itself or to be incorporated with similar units at a building site into a modular structure. The term is intended to apply to major assemblies and does not include prefabricated panels, trusses, plumbing trees, and other prefabricated sub-elements which are to be incorporated into a structure at a site.
4. No fences shall be constructed on the lots or lands exceeding 48 inches in height above ground level. Declarants shall approve all fences as to materials and design.
5. 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.

6. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair, and in event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of such casualty.

7. 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.

8. 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.

9. 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 foot square shall be allowed for identification of the property owner and signs and notices offering the property for rent or sale provided such sign shall be no larger than 432 square inches 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 they are not kept, bred or maintained for any commercial purpose.

10. An easement for the purpose of construction and maintenance of public utilities, including cable T.V. is retained by Declarants over this property in the 10 feet abutting the street or road and in the 10 feet at the rear of said lots. All utility connections must be installed underground at the expense of the individual property owner.

11. No building is to be constructed closer than 25 feet from any street or roadway nor closer than 8 feet from the side lines thereof, nor closer than 20% of lot depth from rear property line. In the case of side property line which abuts a street, the minimum setback shall be 15 feet. The portion of a lot abutting a street shall be the front yard; corner lots may have the front yard on either side abutting a street.

12. 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.

13. The liveable enclosed floor space of a residence, exclusive of porches and garages, shall not be less than 1150 square feet, and the said structure shall not exceed three stories in elevation. The floor of the second level shall not be higher than twelve feet above ground level.

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 to ocean areas and to the Sound. Such areas shall be set aside and shown on the recorded subdivision plats.

15. In order to preserve a desirable beauty and to protect purchasers of those lots and lands from having undesirable types of architecture placed on abutting properties with the consequent depreciation to the whole, no residence or fence, improvement or alteration of said residence or fence shall be constructed or started until the construction plans and specifications in the plans showing the location of the structure on the lot has been submitted in writing and approved by Declarants, their heirs or assigns, as evidenced by the approved copy of such plans and specifications left in the permanent possession of Declarants. Any additions to such premises will require like

additional approval.

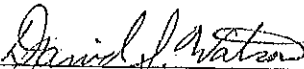
16. Enforcement of these covenants, restrictions and declarations may be by Declarants or any owner of property subject to these covenants either for equitable restraint against the violation thereof, or at law for damages by virtue of any such violation and the invalidation of any one or more of the 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.

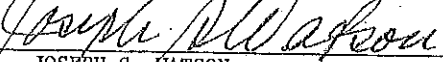
17. The foregoing conditions, reservations, declarations, covenants and easements shall run with the lands and be binding upon all purchasers of lands or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 31st day of December, 1998, at which time the conditions, reservations, easements, 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.

WHEREAS, the aforesaid property is subject to a certain deed of trust bearing date of the March 21, 1978, in which deed of trust Christopher L. Seawell is Trustee, and John A. Watkins is Beneficiary, which Deed of Trust is recorded in the Office of the Register of Deeds of Dare County, North Carolina, in Book 259, Page 620;

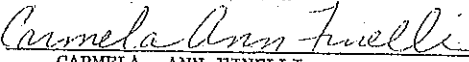
NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00), John Watkins, Beneficiary in the aforesaid Deed of Trust, and Christopher L. Seawell, Trustee, are made parties hereto for the sole purpose of consenting to subjecting the lands herein described to these restrictive covenants.

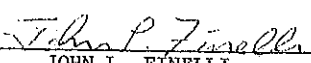
IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed on the day and year first above written.

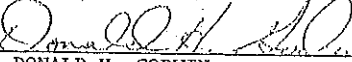
 (SEAL)  
DAVID S. WATSON

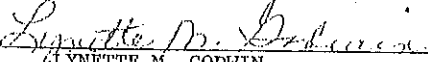
 (SEAL)  
JOSEPH S. WATSON

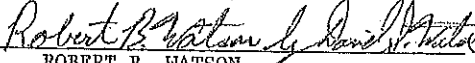
 (SEAL)  
HENRIETTA D. WATSON

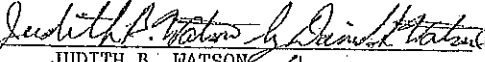
 (SEAL)  
CARMELA ANN FINELLI


 (SEAL)  
JOHN L. FINELLI

 (SEAL)  
DONALD H. GODWIN

 (SEAL)  
LYNETTE M. GODWIN

 (SEAL)  
ROBERT B. WATSON

 (SEAL)  
JUDITH B. WATSON

 (SEAL)  
JOHN A. WATKINS

 (SEAL)  
CHRISTOPHER L. SEAWELL



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NORTH CAROLINA  
DARE COUNTY

DECLARATION OF  
RESTRICTIVE COVENANTS

WHEREAS, The undersigned, hereinafter called Declarants, are owners of certain real property shown on the plat entitled " Sea Tern, Atlantic Township, Dare County, North Carolina, " prepared by Quible & Associates, Inc. , Registered Surveyors, and recorded in plat cabinet A, Slide 107 and plat cabinet B, Slide 42 , Dare County Registry.

AND WHEREAS, The Developers of this property have previously filed a certain Declaration of Protective Covenants, which Declaration is duly of record in book 267 at page 580 of the Dare County Public Registry, and said covenants and restrictions having been placed upon the land for the benefit of the owners of the lots within the subdivision with the intention , among other things , of insuring a mutual beneficial plan of development for the best interest of the property owners in said subdivision.

AND WHEREAS, With reference to the above plats, all lots have been conveyed since the day of recording , the Sea Tern Property Owners Association , Inc. as heir to the developers , now desires to place certain additional covenants and restrictions against the lands described on the plats referred to above. Which covenants and restrictions shall be applicable to the subdivision known as Sea Tern in the same manner and fashion as are those covenants previously recorded and referred to hereinabove.

AND WHEREAS, As required by paragraph 17 of the previously filed Declaration recorded in book 267 page 582, of the Dare County Public Registry, a majority ( 15 )of the current ( 28 )lot owners now desire to file a Supplemental Declaration of Protective Covenants.

NOW THEREFORE, The Sea Tern Property Owners Association, Inc. does by this instrument declare and make known the following covenants and restrictions which will run with the land shown on the map hereinabove referred to, shall be binding upon the purchasers of the lots within the subdivision and shall be binding upon the successors and shall enure to the benefit of each and all purchasers of the lots on said plats:

1. Each of the covenants and restrictions set forth in the previous Declaration duly recorded in book 267 at page 580 of the Dare County Public Registry are ratified and affirmed and incorporated herein as if set forth word for word with the exception of paragraph 15 which is amended to read;

In order to preserve a desirable beauty and to protect purchasers of those lots and lands from having undesirable types of architecture placed on abutting properties with the consequent depreciation to the whole, the exterior of all residences, whether of siding or painted, shall be of a light/subdued pastel color or tone, no residence or fence, improvement or alteration of said residence shall be constructed or started until the construction plans and specifications in the plans showing the location of the structure on the lot has been submitted in writing and approved by Declarants, their heirs or assigns, as evidenced by the approved copy of such plans and specifications left in the permanent possession of Declarants. Any additions or

SEA TERN PROPERTY OWNERS ASSOC  
P.O. Box 694  
KITTY HAWK, NC 27949



changes to the premises, including exterior painting or installation of siding, will require like additional approval.

2. For the purpose of providing maintenance and control of all the common elements, the road, and other community services of the kind and nature required or authorized by the charter of the Property Owners Association referred to herein for the benefit of all its members, each and every lot owner, by accepting a deed of conveyance or contract for the purchase of any lot within the areas to which this Declaration is applicable or by joinder and consent to this Declaration, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Sea Tern Property Owners Association, Inc. a non profit corporation.

- A. Dues and assessments. Each member of the Association shall pay a reasonable assessment charge for the services provided by and supported by the Association, and that assessment charge shall be established in accordance with the provisions of the by-laws of the Association through the majority vote of the Board of Directors. The assessment year shall run from 1 June thru 31 May of the following year inclusive. It is understood that the initial assessment charge for the Association year beginning in June 1<sup>st</sup> of 2004 shall be \$250.00 per lot.

Each lot shall be subject to a continuing lien to secure the payment of each assessment when the same is not made. Upon demand, the Association will furnish a lot owner or mortgagee thereof with a certificate showing the charges or assessments due on any given date.

- B. Validity. All liens authorized and created hereby shall become effective only upon recording by the lien holder in the Office of the Dare County Clerk of Court of an instrument which sets forth the identity of the lien holder and the debtor and the lot to which the lien is attached and the amount of the underlying obligation which the lien secures and the date when the indebtedness becomes due. No lien, whether recorded or not, shall be valid more than ten years from the date on which the underlying indebtedness is secured becomes due and payable.

If an unpaid assessment or other charge constituting a lien on the property through the terms of this Declaration shall remain unpaid for ninety days after the date upon which it first becomes due and payable, interest shall begin to accrue at the rate of 8% per annum and such interest shall be secured by the lien.

- C. Enforcement. The amount of any unpaid assessment or charge constituting a lien on the property together with accrued interest and the cost of collection, including reasonable attorney's fees assessed in excess of the amount of the lien, shall remain the personal obligation of the owner of the property at which time the assessment and charges were made and continue to be a lien on the property until paid. The lien holder may bring an action at law to collect the same or an action to foreclose the lien against the property in the manner provided by law.

- D. Subordination of liens. The lien of the assessments and charges provided for herein shall be subordinate to the lien of any mortgage or mortgages or any deed of trust now or hereafter placed on the property subject to the assessment; provided, however, that such subordination shall apply only to the assessments or charges which have become due and payable prior to a sale or transfer such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments or charges thereafter becoming due, nor from the lien of any such subsequent assessment or charge.

- E. Duration. These restrictions shall be binding upon the land and all parties owning the same or in possession thereof for a period of time consistent with the time set forth in the paragraph number 17 of the original Declaration of Protective Covenants referred hereinabove, and such duration shall continue, consistent with that time period, as if this Supplemental Declaration had been



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made on the same date as the declaration referred to above. Continuation and renewal of these provisions shall be presumed to be effective upon the same terms as those set forth in paragraph number 17 of the preceding Declaration.