

NORTH CAROLINA

DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS SNOW GEESE SOUTH

WHEREAS, Snow Geese Dunes, Inc., is the owner of that certain tract of land known as Snow Geese South as shown on revised map or plat thereof made by Donald E. Wood, Registered Surveyor, T.E.A.P., Inc., and recorded in Map Book 8 at Page 57, Public Registry of Dare County, North Carolina, and

WHEREAS, Snow Geese Dunes, Inc., hereinafter called "Declarant", intends 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 the declaration to declare and make known the covenants, conditions, and restrictions which shall apply to the lands as shown on said plat.

NOW, THEREFORE, Snow Geese Dunes, Inc., hereby declares and makes 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 Snow Geese Dunes, Inc., its agent, successors, and assigns, and upon all parties and persons claiming by, through, or under Snow Geese Dunes, Inc.:

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, excepting the rear of lots located on the sound and ocean easement area.

2. Use of Lot. Each lot 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 or the Snow Geese South Association hereinafter referred to.

*Snow Geese Inc.*

3. No building or structure including porches, overhang, and garages shall be constructed closer than ten feet from the side lines of lots as shown on the plat of Snow Geese South, nor closer to the front or street line of said lot than twenty-five feet, or closer than fifteen from a side line on the street and that the rear property building line shall be twenty per cent of the depth of the lot. Any structure erected on any lot in the subdivision shall not exceed a height of 29 feet, at its highest point.

4. No dwelling shall be constructed on any one building site containing less than one thousand 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 nine months of the date of receiving a valid permit for the construction from the appropriate governing authority.

7. No trailer, 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, except the Declarant may have a sales office trailer on one of the lots until 90 per cent of the lots have been sold.

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 unkempt 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, which right shall be conveyed to the Snow Geese South Association when 90 per cent of the lots have been sold, 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 declare its 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, 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 without the written consent of the Declarant or the Association.

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.

12. The lot owners shall be responsible for the maintenance and repair of the roads as shown on the plat of Snow Geese South until such time as the North Carolina State Highway Commission, or other State Agency with jurisdiction over the public roads, has accepted the roads for public maintenance. The lot owners' Association hereinafter referred to shall have the power to assess annually for the maintenance of said road.

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. To assure the location of residences in the subdivision will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each resident in the subdivision, and that all permanent structures will be located with regard to the topography of each individual lot, the Declarant reserves to itself the right to decide the precise site, elevation, and location of any residence or other structure upon all lots in the subdivision. Such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

15. All lot owners in Snow Geese South shall be a member of the Snow Geese South Association.

a. The purpose of the Snow Geese South Association is for the payment for use of water, maintenance of the easement areas, and maintenance of the road until such time as the same is accepted for maintenance by the public authorities.

b. That each lot owner shall be assessed annually the sum of Forty Dollars per original lot. The Board of Directors of the Association may, after consideration of maintenance costs and future needs of the Association, fix the actual assessment for any year at a higher or lesser amount.

c. The annual assessment provided for herein shall begin on the first day of the calendar year following the purchase of a lot in the subdivision either by contract or deed and the assessments for each succeeding year shall become due and payable on the first day of January of each calendar year thereafter.

d. If the assessments are not paid when due then such assessments shall become delinquent and shall, together with interest and cost of collection thereof, as hereinafter provided, become a continuing lien on the property.

e. The Association may bring an action at law against the owner personally obligated to pay the same or to file a lien and foreclose the lien against the property, enforceable in the same manner as a mortgage or deed of trust according to the laws of the State of North Carolina then in force.

f. The responsibility to become a member of the lot owner Association is absolute and becomes effective whether or not the lot owner has built a structure on his lot.

g. That no reservation, covenant, restriction, or condition imposed by this declaration shall be construed or interpreted as personal to the Declarant herein and Declarant after 90 per cent of the lots in said subdivision are sold shall convey to the Association all rights reserved in any easement, covenant, restriction, or condition imposed on the said land as shown on said plat in this declaration.

h. All lot owners in the subdivision shall be entitled to the joint use and benefit of the eight-foot easement on the ocean front and twenty-foot easement on the sound as shown on said plat.

10. These conditions and restrictions shall be binding upon all parties, or those claiming under them until January 1, 1997, 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. Invalidation 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.

Whereas, the property known as Snow Geese South as shown on the plat herein referred to is subject to a certain deed of trust from Snow Geese Dunes, Inc., to Martin Kellogg, Jr., Trustee for Virginia F. Beirne, dated December 19, 1975, and recorded in Book 228 at Page 868, Public Registry of Dare County, North Carolina.

NOW, THEREFORE, Virginia F. Beirne, Holder of the note secured by the aforesaid deed of trust and Martin Kellogg, Jr., Trustee, do hereby join in the execution of these restrictive covenants subject to easements as shown on the plat of Snow Geese South of an eight-foot easement on the ocean and a twenty-foot easement on the sound to the benefit and joint use of lot owners within the subdivision whether now owned or hereafter acquired.

IN TESTIMONY WHEREOF, Snow Geese Dunes, Inc., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of said corporation and by authority of its Board of Directors duly and legally given and

IN WITNESS WHEREOF, Virginia F. Beirne, Holder of the note, and Martin Kellogg, Jr., Trustee, have hereunto set their hands and seals, all done this 17th day of March, 1976.

SNOW GEESE DUNES, INC.

By

President

CORPORATE SEAL

ATTEST:

Secretary

Virginia F. Beirne (SEAL)  
Virginia F. Beirne

Martin Kellogg, Jr. (SEAL)  
Martin Kellogg, Jr., Trustee