

North Carolina

Dare County

DECLARATION OF PROTECTIVE COVENANTS

WILD DUCK DUNES

WHEREAS, Allene S. Gavin is the owner of that certain tract of land known as Wild Duck Dunes as shown on map or plat thereof made by P. F. Crank, Surveyor, dated March 18, 1975, and recorded in Map Book 8 at Page 15, Public Registry of Dare County, North Carolina, and

WHEREAS, Allene S. Gavin, 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 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, Allene S. Gavin 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 Allene S. Gavin, her agent, heirs and assigns, and upon all parties and persons claiming by, through or under Allene S. Gavin.

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.

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 acquired 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.

3. No building or structure including porches, overhangs and garages shall be constructed closer than eight feet from the side lines of lots as shown on the plat of Wild Duck Dunes, nor closer to the front or street line of said lot than 25 feet, or closer than 15 feet from a side line on the street and that the rear property building line shall be 20 per cent of the depth of the lot.

4. No dwelling shall be constructed on any one building site containing less than 900 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. No building shall be erected on said lot having an elevation exceeding 28 feet.

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 that 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.

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, at its option, within three weeks after written notice has been mailed to such lot owner's last known address, to clear 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.

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 Wild Duck Dunes 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.

13. All lot owners in Wild Duck Dunes shall be a member of the Wild Duck Dunes Association.

a. The purpose of the Wild Duck Dunes Association is the operation and maintenance of the common water system, the community lights, and maintenance of the road until such time 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 January 1976 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 foreclose the lien against the property, enforceable in the same manner as a mortgage or deed of trust.

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 ninety 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.

14. These conditions and restrictions shall be binding upon all parties, or those claiming under them until January, 1995, 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.

IN WITNESS THEREOF, Allene S. Gavin and husband, T. Edward Gavin, have hereunto set their hands and seals this 6th day of June, 1975.

_____(SEAL)
Allene S. Gavin

_____(SEAL)
T. Edward Gavin

North Carolina

Dare County

I, the undersigned, a Notary Public of the aforesaid county and state, do hereby certify that Allene S. Gavin and husband, T. Edward Gavin, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal this 7th day of July 1975.

NOTARIAL SEAL

Notary Public

My commission expires: _____

NORTH CAROLINA, DARE COUNTY

The foregoing certificate of Shirley A. O'Neal, a Notary Public of Dare County, North Carolina, is certified to be correct. Presented for registration this 9 day of July, 1975, at 4:05 o'clock p.m., and recorded in this office in Book 223, Page 314.

Registrar of Deeds

By _____
Assistant Registrar of Deeds