

NORTH CAROLINA
DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this 24th day of June, 1976, by CHARLES ROBINSON, JR., hereinafter called "Declarant":

WHEREAS, Declarant is the owner of certain real property shown on that plat entitled "Paradise Bay" prepared by Triangle Engineering, Architecture and Planning, Inc., Consulting Engineers, and recorded in Map Book 9, at Page 25, Dare County Registry;

WHEREAS, Declarant intends to develop the lots and property shown on said 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 this Declarant to declare and publish the covenants and restrictions which shall apply to the lands shown on the aforesaid described plat;

THEREFORE, Declarant does 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 devisees 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. All residences shall contain no less than 1000 square feet of living area exclusive of porches. 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 or character whatsoever, or for the conducting of any business. Hotels, motels, and rooming houses are specifically forbidden.
2. No more than one residence except as provided below, 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. Notwithstanding the single residence provision above, duplexes will be allowed if approved by the Dare County Health Department as to water supply and sewage disposal.
3. No structure of a temporary character, including but not limited to trailer of any kind, tent, shack, or mobile home 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 structure 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.

All residences shall be "custom-built" and not prefabricated or modularly constructed. "Custom-built" is defined as it is customarily understood in the construction industry.

4. No fences shall be constructed on the lots or lands exceeding 60 inches in height above ground level.
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 the 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 of a type and size to avoid the same from causing an unsightly view from any highway, street, or other residence within the subdivision. All trash and garbage shall be delivered, at least on alternate days, to and deposited in containers located by the County of Dare.
9. There shall be no signs, billboards or advertising structures of any nature whatsoever placed on any lots or lands, except sale signs not exceeding 2 feet by 3 feet in size.
10. There is established a permanent easement for the purpose of installation and maintenance of utilities over and upon the ten feet of each lot or parcel of land which abuts any property line.
11. No docks, piers or other water obstructions shall be placed or constructed into any canal of a length greater than ten feet from the side or rear lot line of the lot it abuts.
12. Enforcement of these covenants, restrictions, and declarations may be by 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. Declarant specifically retains the right to amend these covenants at any time and in any way he chooses so long as the general character of the subdivision as a residential area is not substantially changed.
13. The foregoing conditions, reservations, declarations, covenants and easements shall run with the land and be binding upon all purchasers of land or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 31st day of December, 1999, at which time the said declarations and covenants shall automatically be extended for further successive periods of 15 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 restrictions, covenants, or declarations in whole or in part.

IN TESTIMONY WHEREOF the said Declarant has hereunto set his hand and seal the day and year first above written.

Charles Robinson, Jr. (SEAL)
Charles Robinson, Jr.

AND IN FURTHER TESTIMONY WHEREOF Wanita G. Robinson, the wife of Charles Robinson, Jr., has hereunto affixed her hand and seal as an acknowledgment of her consent to the imposition of the foregoing covenants on the described property in which she has a marital interest.

Wanita G. Robinson (SEAL)

STATE OF North Carolina
CITY/COUNTY OF Dare

I, Stephen M. [Signature], a Notary Public in and for the
aforesaid State and County do hereby certify that CHARLES ROBINSON and wife,

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William L. Robinson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this 13th day of October, 1976.

Josephine M. Jemelle
NOTARY PUBLIC

MY COMMISSION EXPIRES:

2-1-81

NORTH CAROLINA
DARE COUNTY

The foregoing certificate of Josephine M. Jemelle, a Notary Public of Dare County, North Carolina, is certified to be correct.

PRESENTED for registration this the 12th day of November, 1976, at 3:35 o'clock P M., and recorded in this office in Book 238, Page 758. 11-29-76

Estelle B. Lilett
REGISTER OF DEEDS

BY:

Anna S. Wise
ASSISTANT REGISTER OF DEEDS