

Recorded: 03/17/2015 01:56:05 PM

BY: Toni Midgett

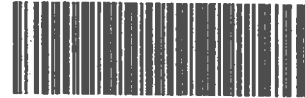
Vanzolla McMurren-Smith, Register of Deeds
Dare County, NC

Fee Amt: \$26.00

NC Excise Tax: \$0.00

BOOK 2008 PAGE 36 (6)

700009145



RESTRICTIVE COVENANT AGREEMENT
FOR
CAROLINA WOODS, LOTS 1-12

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS Stanford M. White and wife, Susan B. White, and Billy G. Roughton, are the owners of Lots 1 through 12 ("the Lots") of the Carolina Woods Subdivision ("the Subdivision"), a subdivision consisting of twelve (12) residential lots on 4.41 acres and more particularly shown on that certain subdivision plat recorded in the Office of the Register of Deeds for Dare County, North Carolina at Plat Cabinet I, Slide 183, dated March 17, 2015, prepared by Quible & Associates, P.C., and titled "Final Plat, Carolina Woods, Lots 1-12. Roanoke Island, Nags Head Township, Dare County, North Carolina";

AND WHEREAS, Stanford M. White and wife, Susan B. White, and Billy G. Roughton deem it beneficial to the use, occupancy and value of the Subdivision to impose a common plan and scheme of restrictive covenants applicable thereto, so that there exists a uniform plan for the improvement and development of the Subdivision;

NOW, THEREFORE, to effect such ends, Stanford M. White and wife, Susan B. White, and Billy G. Roughton hereby adopt, establish and impose the following restrictive covenants governing the use, condition, improvement and occupancy of all of the Lots within the Subdivision, as follows:

Return to:
Billy Roughton
P.O. Box 1877
Kill Devil Hills, NC 27948

1. No Lot shall be used for any commercial purpose nor for any manufacturing of any kind or character whatsoever, nor shall any signs, other than a sign advertising the property for sale or rent, be erected upon said lots.
2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept for any commercial purpose on any Lot.
3. Lots shall be used exclusively for residential purposes and only a single-family residential dwelling, with appurtenant garage, may be erected on any Lot.
4. Lots may be combined or recombined, but no Lot may be subdivided or resubdivided into a smaller resultant lot.
5. There shall be no singlewide or doublewide mobile homes, manufactured homes, or trailer homes placed on any Lot for any purpose. System-built or modular homes are allowed provided, however, they must be erected on a permanent foundation.
6. All service utilities, fuel tanks, wood and debris piles shall be located in the rear yard of any Lot or screened from view from Airport Road by an appropriate fence or wall.
7. Structures built on raised foundations, piling supported or otherwise, shall not be elevated more than four (4) feet above existing grade unless required by local, state or federal law at the time of construction. The foundation of all elevated buildings shall be fully enclosed with lattice or similar exterior siding material.
8. Fill material may be added to any Lot only for the purpose of leveling the Lot, and not to raise the existing grade. In no event shall any Lot be resurfaced or landscaped to direct surface water flow and runoff onto adjacent Lots.
9. All buildings, structures, appurtenances, front, rear, and side yards of any Lot shall be maintained in a reasonably good and safe state of repair, clean and free of trash, automobile and machinery salvage, and no obnoxious or offensive activity may be

carried on or conducted on any Lot which may be or become an annoyance or nuisance to adjoining property owners. In the event of damage or destruction of any dwelling or appurtenant structure, Lots are to be cleared of debris within ninety (90) days of such casualty.

10. Trash, ashes, garbage and other waste shall be kept in appropriate sanitary receptacles and containers, and no Lot may be used or maintained as a dumping ground for rubbish or trash.
11. Grass and weeds on each Lot must be kept mowed at regular intervals or as may be necessary to maintain the same in a neat and attractive manner.
12. No repair work, dismantling or assembling of motor vehicles or machinery or equipment or appliances shall be done in any area of any Lot visible from Airport Road or adjoining properties.
13. There is an easement over ten (10) feet of the front, rear and side yards of each Lot for the purpose of construction, installation and maintenance of utilities. No permanent structures shall encroach upon these utility easements.
14. Driveways must have a concrete or asphalt apron extending a minimum of twenty (20) feet from the edge of Airport Road.
15. Each driveway on each Lot shall include a maneuvering area of at least ten (10) feet by ten (10) feet square, said area to be designated on any individual Lot survey prior to the issuance of construction permits, and said area to not be used for any other purpose once established on the Lot.
16. For Lot 12, the driveway and maneuvering area shall be located on the southwest portion of the Lot.

These restrictive covenants shall run with and bind the land, and shall inure to the benefit of, and be binding upon, the owners of each Lot and their respective legal representatives, heirs, executors, successors, and assigns. Unless sooner amended or terminated by a written instrument signed and acknowledged by not less than seventy-five percent (75%) of the owners of the Lots, these restrictive covenants shall be effective for a term of ten (10) years from the date of recordation in the Dare County Registry, after which time these restrictive covenants shall be automatically extended for successive periods of ten (10) years each unless amended or terminated as referenced above.

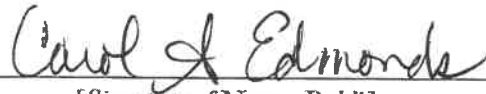
IN WITNESS WHEREOF, Stanford M. White and wife, Susan B. White, and Billy G. Roughton have hereby acknowledged, consented, and agreed to the foregoing restrictive covenants by their signatures on the dates of their respective acknowledgement.

By:  (SEAL)
Stanford M. White

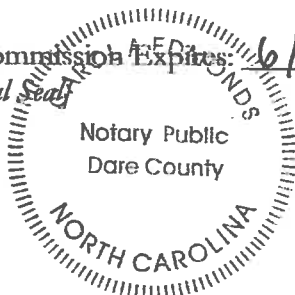
STATE OF North Carolina
COUNTY OF Dare

I, a Notary Public of the County and State aforesaid, certify that Stanford M. White, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11th day of March, 2015.


[Signature of Notary Public]

My Commission Expires: 6/19/2016
[Official Seal]



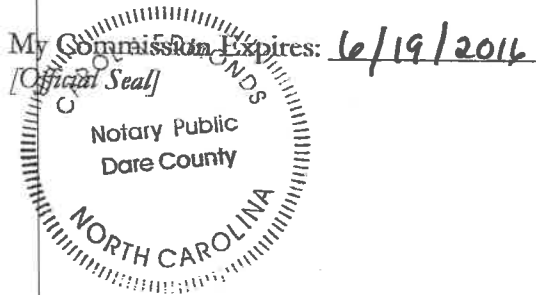
By: *S B White* (SEAL)
Susan B. White

STATE OF North Carolina
COUNTY OF Dare

I, a Notary Public of the County and State aforesaid, certify that Susan B. White, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11th day of March, 2015.

Carol A Edmonds
[Signature of Notary Public]



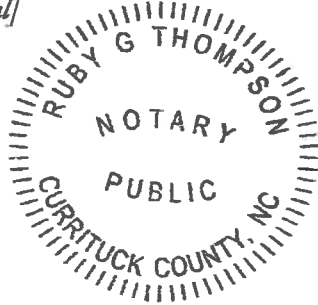
By: Billy G. Roughton (SEAL)
Billy G. Roughton

STATE OF North Carolina
COUNTY OF Currituck

I, a Notary Public of the County and State aforesaid, certify that Billy G. Roughton, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 12th day of March, 2015.

My Commission Expires: 6-28-16
[Official Seal]



Ruby G. Thompson
[Signature of Notary Public]