

DARE COUNTY  
NORTH CAROLINA

DECLARATION OF RESTRICTIVE COVENANTS

EAST WOODLANDS SUBDIVISION (PHASE ONE)

WHEREAS, ARLENE F. CASE and ROBERT H. CASE (hereinafter referred to as "Owner") are the fee simple owners of those certain lots of parcels of land located on Roanoke Island, Nags Head Township, Dare County, and shown as Lots One through Sixteen, inclusive, on a plat or map entitled, "Plat of East Woodlands Subdivision (Phase One)," prepared by W. M. Meekins, Jr. and Associates, Registered Surveyors, dated \_\_\_\_\_, recorded in plat cabinet \_\_\_\_\_, slide \_\_\_\_\_ in the office of the Registrar of Deeds of Dare County, North Carolina:

WHEREAS, owner intends to develop said lots as shown on the aforesaid plat according to a common scheme with the objective that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of said lots, as shown on said plat; and it is the purpose of this declaration to declare and make known the covenants and restrictions which shall apply to said lots, as shown on the aforesaid map;

NOW, THEREFORE, Owner does by this instrument declare and make known that the following covenants and restrictions are to run with said lots as shown on the map or plat hereinbefore designated and shall be binding upon its successors in interest.

1. All the lots in this subdivision shall be used for single-family residential purposes only. No business-related activities will be permitted on any lot.

2. No signs or posters of any nature shall be placed on the said lots without the written permission of Owner, their heirs and assigns. No animals, livestock or poultry of any kind, other than household pets, shall be kept on any lot.

3. In order to preserve a desirable uniformity of beauty, and to protect purchasers of lots within the subdivision from having undesirable types of architecture placed on adjoining lots, no building, fence or other structure shall be erected, placed, moved onto, maintained or in any way altered on any lots in the subdivision until such time as 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 Owner, their heirs or assigns, as developer(s) of the subdivision. No contemporary styled house or plan will be permitted within the subdivision. The roof pitch must be a minimum of eight by twelve (8 x 12) and all external antennae shall be approved in writing by the Owner prior to erection. Any earth-moving or earth-disturbing activity shall be approved in writing by Owner prior to the commencement of such activity. The commercial sale of sand or fill from such

activities is prohibited. Owner may refuse approval of plans, location or specifications upon any ground, including purely aesthetic considerations, which in the sole discretion of the Owner shall be deemed sufficient. No alterations in the exterior appearance of any building or any structure shall be made without similar approval being obtained from Owner. One (1) copy of all plans and related data shall be furnished to Owner, which shall be retained by them for their use. The minimum square footage required shall be 1,200 square feet of living area, exclusive of porches, decks, patios, garages, unfinished areas and other protrusions from the base dimensions of the residence.

4. In order to preserve the desirable beauty and prevent purchasers of those lots and lands from the massive destruction of the trees, the plans for the cutting of trees on the lot shall be submitted in writing and approved by Owner, its successor(s) or assign(s), prior to removal of any trees on the property.

5. The exterior of all residences and other permanent structures in the subdivision shall be completed within one (1) year after the commencement of construction. No structure shall be used at any time, either temporarily or permanently, as a residence until the exterior of such structure is complete.

6. No trailer, mobile home, modular home or any temporary structures, such as tents, shacks, garages, barns or other outbuildings shall be used on any lot in this subdivision at any time as a permanent or temporary residence. 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. This term is intended to apply to major assemblies and does not include pre-fabricated panels, trusses, plumbing trees, and other pre-fabricated sub-elements which are to be incorporated into a structure at a site.

7. 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. No lot may be used as a road or driveway for access to any adjoining property not a part of the subdivision.

8. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet comfort or serenity of the occupants of the surrounding property. Any outbuildings or storage sheds shall be permitted as long as the exterior material and appearance are of the same style as the home itself. No metal outbuildings shall be permitted. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; and in the event of destruction by fire or other casualty, the premises are to be cleared and debris removed within ninety (90) days of such casualty. No roadside trash racks or receptacles shall be permitted.

9. All utility lines of every type, including but not limited to water, electricity, telephone, sewage and telephone cables, must be underground. Owner reserves unto themselves, their heirs and assigns, a perpetual alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone systems, cable television service of Outer Banks Cablevision, Inc. and/or similar cable systems, in conduits for the purpose of bringing public services to lots within the subdivision on, in and over ten feet of all front, rear and side lot lines. This easement shall also extend along any lot owner's side property line, side and rear property where fractional lots are owned. It shall not be considered a violation of the terms of this easement if wires or cables pass under some portion of lots not within the ten-foot-wide strip, provided such lines do not hinder the construction and maintenance of buildings situated on any lot. Owner also reserves unto themselves, their heirs and assign(s) a five-foot easement along and within all lot lines for the purpose of implementation of adequate draining of the lots within the subdivision. These easements expressly include the right to cut any trees, bushes, or shrubbery, take or add any soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and maintenance, or to maintain reasonable standards of health, safety and appearance.

10. All houses must be on a block, brick or concrete slab foundation. All visible foundations (including foundation walls and porch foundations) as well as front steps shall be made of brick.

11. All buildings constructed on the property described in the aforesaid plat shall comply with the minimum building setback lines as shown on the aforesaid recorded plat.

12. No fences shall be constructed on the lots or lands exceeding four feet in height above ground level except upon approval by Owner or their heirs and assign(s). Owner further shall approve all fences as to materials and designs. All fences are also subject to Owners approval under Paragraph 3 above.

13. Prior to commencement of construction of improvements, or clearing of any lot, other than by hand, the lot owner shall place a temporary or permanent driveway to provide entry to the lot from the road. A 16-gauge corrugated bituminous-coated steel or vinyl equivalent culvert shall be placed under this driveway and in line with the existing roadside swells. The culvert shall be a minimum of 15 inches in diameter, at least 20 feet long, and set to ditch grade by a registered land surveyor or engineer.

14. At such time as 50% of the platted lots (8 of 16) are sold, and for the express purpose of owning and maintaining \_\_\_\_\_ common properties in the Subdivision as shown on the aforesaid plat recorded in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, Dare County Registry and for the benefit of the lot owners, the Owner has caused to be formed a property owners association known as the East Woodland Property Owners Association, Inc. (hereinafter, "Association"), of which each lot owner in East Woodlands Subdivision shall be a member. The Owner may or may not, in their sole discretion, convey

the roads within the Subdivision to the Association. The Owner may or may not assign their rights pursuant to these covenants to said Association at such time as the Owner, in their sole discretion, determine that said Association is prepared to assume the obligations imposed by these Covenants.

15. Each and every owner of a lot shown on the aforesaid plat of Phase One East Woodlands Subdivision, agrees to pay to the East Woodlands Property Owners Association, Inc. (hereinafter the "Association") on January 1 of each year, for the maintenance of East Woodlands Drive as well as any drainage ditches located within the subdivision or amenities which the Association may hereafter acquire as shown on the aforesaid Plat. The annual assessment for the year in which such Association shall be formed shall be \$100.00 (or a pro-rata amount for any owner who owns any lot for less than the full year), for each lot. Thereafter, the annual assessment shall be established by the Board of Directors of the Association, but shall not exceed \$100.00 in any calendar year. The owner of said lots shall pay said sum promptly when they become due, but, in any event, within thirty (30) days after January 1 of each year. Upon failure of said lot owner to pay said sums when due, the amount due shall become a lien upon the lot or lots owned by such lot owner, which lien may be claimed by notice and enforced by civil action in the nature of enforcement of a laborer's and materialman's lien against real property, pursuant to G.S. 44A-7, et seq., or in the sole discretion of the Association, by civil action in the nature of the foreclosure of the lien of a deed of trust. In lieu of payment of said sums on lots owned by Owner, they may elect, in their sole discretion, to pay the entire cost of maintaining the aforesaid roads serving the lots in the subdivision. However, such action by the Owner shall in no way relieve the other owners of lots in the subdivision from their obligation to pay said sums for the maintenance of the aforesaid roads, drainage ditches and other common properties in the subdivision.

16. The streets and roads within the Subdivision are dedicated to public use and were constructed in accordance with the minimum standards in the North Carolina State Highway System for maintenance.

17. Owner may at their option, by filing a supplemental Declaration of Restrictive Covenants, make such additions, deletions or other changes to these covenants as they may see fit.

18. Enforcement of these restrictive covenants shall be by an appropriate civil proceeding against the person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, which action may be maintained by Owner, their heirs and assign(s), or any lot owner; and the failure by Owner, their heirs and assign(s), or any lot owner to enforce any covenants or restrictions herein contained shall not be deemed as a waiver of the right to do so thereafter.

19. These restrictions shall be binding on the land in the said subdivision and all parties owning the said land or in possession thereof for a period of twenty (20) years from the date hereof and shall be extended thereafter for successive periods of ten (10) years each; unless, prior to the expiration of the initial 20 year period or any such 10 year period thereafter, an instrument signed by the owners of record of a majority of the lots in the subdivision has been recorded, revoking or modifying these restrictions.

Arlene F. Case (Seal)

Arlene F. Case, Owner

Robert H. Case (Seal)

Robert H. Case, Owner

NORTH CAROLINA  
DARE COUNTY

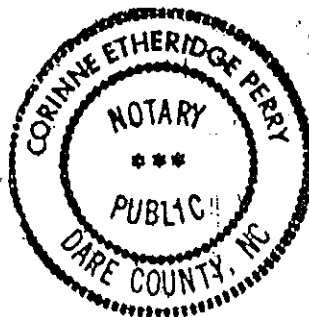
I, a Notary Public of the County and State aforesaid, certify that Arlene F. Case and Robert H. Case, personally came before me this day and acknowledged the execution of the aforesaid instrument.

Witness my hand and official stamp or seal, this the 17 day of December  
1997.

Corinne Etheridge Perry  
Notary Public

My Commission Expires:

5-18-98



9/9/00

East Woodlands Subdivision  
New Price List

Lot # 1 \$31,500  
Lot # 2 \$25,900  
Lot # 3 \$26,400  
Lot # 5 \$31,500  
Lot # 7 \$25,500  
Lot # 8 \$25,900  
Lot # 10 \$26,400  
Lot # 11 \$26,900  
Lot # 12 \$ 26,400  
Lot # 14 \$ 25,900  
Lot # 16 \$25,900