



Prepared by and Return to:
Charles D. Evans, Attorney (File No. 18101)
KELLOGG AND EVANS, P.A.
P. O. Box 189
Manteo, NC 27954

**DECLARATION OF PROTECTIVE COVENANTS
OF
ISLAND WOODS SUBDIVISION**

THIS DECLARATION, made this the 16th day of March, 2007, by WILLIAM G. ALEXANDER, CHARLES D. EVANS, and BETTY ALICE MANN, TRUSTEES OF THE PERCY W. AND ELIZABETH G. MEEKINS CHARITABLE TRUST, hereinafter called "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of all of the lands shown on the maps or plats hereinafter referred to; and

WHEREAS, Declarant desires to subject Lots 1 through 17 inclusive of Island Woods Subdivision to certain protective covenants and use restrictions for the benefit of all of the owners of the property within said area; and

WHEREAS, Declarant has established an unincorporated association of all of the lot owners for exercising, administering and enforcing the covenants, conditions and restrictions.

NOW, THEREFORE, Declarant hereby covenants and agrees with all of the persons, firms or corporations now owning or hereafter acquiring any property owned by it and referred to above, being Lots 1 through 17 inclusive of Island Woods Subdivision, all owned by Declarant as shown the following maps or plats:

1. For Lots 1 and 2, that certain plat entitled, "Island Woods Subdivision, Meekins Charitable Trust, Roanoke Island, Nags Head Twsp., Dare Co., N. Carolina," prepared by Martin Barnette, PLS, of B.I.L.D., dated June 23, 2003, and recorded in Plat Cabinet F, Slide 20, of the Dare County Public Registry; and
2. For Lots 3 through 17, that certain plat entitled, "Island Woods Subdivision, Phase 2, Meekins Charitable Trust, Roanoke Island, Nags Head Twsp., Dare Co., N. Carolina," prepared by Martin Barnette, PLS, of B.I.L.D., dated July 21, 2006, and recorded in Plat Cabinet G, Slide 279, of the Dare County Public Registry;

Said maps or plats being incorporated herein by reference for a more complete and precise description, are hereby subjected to the following restrictions as to the use thereof, running with said properties by whomsoever owned.

If any person, firm, partnership, or other legal entity, subsequently acquiring title to or possession of any lot or lots within said subdivision, or his or her heirs or assigns, and successors in interest, shall violate any of the restrictions hereinafter set out, it shall be lawful for any person owning real property situated in said subdivision or the unincorporated

association of homeowners to institute legal proceedings against the person, persons or entity, for violating any of said restrictions, and either prevent said person from doing so, or recover damages for such violation, or both. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

I **RESIDENTIAL USE**

(a) The lots shall be exclusively used for residential purposes only. No lot 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 whatsoever, or for the conducting of any business, including but not limited to, conducting or operating any business out of the home that would allow or require customers to visit said home. Hotels, motels, rooming houses or boarding houses are strictly forbidden.

(b) If one owner acquires two or more adjoining lots, then and in that event the adjoining two or more lots or portions thereof 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.

II **TYPE, SIZE AND CONSTRUCTION**

(a) In order to preserve a consistent and natural beauty and to protect purchasers in this property from having undesirable types of architecture placed on abutting properties with a consequent depreciation to the whole, no residence, improvements or alterations on said premises shall be constructed or stated until construction plans and specifications have been submitted in writing and approved by the Declarant, its successors or assigns. Declarant expressly reserves the right to assign its right of approval to the unincorporated association of lot owners. The approved copy of said plans and specifications shall be left in the permanent possession of the Declarant, its successors or assigns. Plans should include the proposed location and elevation of such building or structure, drive and parking area. Any additions to such premises, including fencing, will require like additional approval.

(b) Pursuant thereto, no building, garage, accessory building or other structure, site work or clearing preparatory to construction shall be begun, altered, added to, maintained or reconstructed on any lot until the plans and specifications for such work have been reviewed and approved by Declarant, or its successors and assigns which may include a designated architectural review committee. Before commencing such review, the lot owner shall submit to The Declarant, its successors or assigns, a complete set of plans and specifications including but not limited to: a site plan, a foundation plan, a floor plan or plans, the four directional elevations, and a schedule of proposed exterior colors and materials including the roof. The submission and approval of plans and specifications shall also include driveways. No change shall be made from such approved plans and specifications, nor shall subsequent alterations be caused to the site or buildings without the express approval of The Declarant, its successors or assigns. The Declarant, its successors or assigns, may approve the plans, sighting or specifications conditionally, or it may refuse approval upon any grounds, including purely aesthetic considerations, which in its sole discretion shall appear warranted to protect the beauty and harmony of the Island Woods development.

(c) If for whatever reason any application for approval shall include any structure proposed to be situated on a piling-type foundation, the Declarant, its successors or assigns, specifically reserves the right as part of the approval process to set a limit for the amount of exposure above ground allowed for any such pilings, and to require screening and masking of all exposed pilings with solid panels, open lattice or plant materials, or a combination thereof.



(d) The Declarant hereby designates 20/20 Realty as Agent to whom all plans and specifications shall be submitted for review at the following address:

Attention: Cynthia Douglas
Agent and Representative for Declarant
Twenty-Twenty Realty
516 S. Main Highway
P. O. Box 2020
Manteo, NC 27954

(e) No dwelling shall be constructed on any building site containing less than one thousand eight hundred (1,800) square feet of heated living floor space. There shall be excluded from the above definition and calculation of heated living floor space garages, breezeways, porches, unfinished attics, even though the breezeways and porches are enclosed.

(f) Prior to commencement of construction of improvements or clearing of any lot other than by hand, the owner shall place a temporary or permanent driveway to provide entry to the lot from the road. A 16-corrugated steel culvert shall be placed under this driveway and in line with the existing road swells. The culvert shall be a minimum of 15 inches in diameter, at least as long as the width of the permanent driveway, and set to ditch grade by a registered surveyor or engineer. No driveways shall be approved unless same is to be constructed of concrete, asphalt, or of marl or rock, to be appropriately confined.

(g) All lot owners shall be responsible for the maintenance of a clean and orderly building site during the period of construction of all dwellings or improvements thereto. All debris and building scraps shall be collected and disposed of on a regular basis to insure that litter is not scattered to any other adjoining property. After commencement of construction, all exterior work on the premises must be completed within six (6) months, including removal of all debris, unless an extension is requested of and granted by Declarant or its successors and assigns if enforcement would create severe hardship to the lot owner or builder, due to causes not within owner's or builder's control.

(h) Notwithstanding anything else as contained herein, no mobile home, modular home, nor any "manufactured home", whether single wide, double wide, triple wide, or of any other width may be placed upon any of the lots. "Manufactured Home" shall have the same definition as set forth in NCGS Section 148-145(7).

(i) No structure of a temporary character, including but not limited to a trailer of any kind, tent, shack, garage, barn, mobile home, or other outbuilding, shall be used or allowed on any lot or land at any time either temporarily or permanently, excepting such temporary structures as may be necessary for the storage of materials by or for the convenience of workmen during the erection of the residences upon said lots or land which shall be removed immediately when no longer needed. 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.

(j) Any outbuildings and/or fences must be finished in the same style, colors and materials as the residence unless otherwise approved by Declarant, or its successors and assigns, and fences shall not exceed four (4) feet in height except to surround a swimming pool, which said fence shall be six (6) feet in height.

(k) Each lot owner shall provide screening from public view, approved in writing by Declarant, its successors or assigns, for fuel tanks, service yards, air conditioning units, clothes lines, water tanks, rubbish storage receptacles, or for any other permanent facility which Declarant, in its sole opinion, shall require to preserve the beauty and harmony of the development.

(l) All personal property of the owners, including yard furniture, firewood, bicycles, motor bikes, beach furniture, toys and trash cans, must be stored or kept inside each



building or in exterior receptacles approved by the Declarant, its successors or assigns. No such items may be kept in the yard areas of the lots, it being the intent of this subsection to maintain an aesthetically pleasing subdivision free of exterior storage and display of unsightly clutter to insure the continued beauty of the subdivision.

(m) No structure shall be moved on any lot unless it shall conform with and be in compliance with the existing conditions set forth herein, including approval by the Declarant, its successors or assigns.

(n) All utilities shall be placed underground, and the erection of any exposed antennas shall be done only with the approval of the Declarant, its successors and assigns. Approval for any such antennas will be in writing to Declarant with sufficient drawings, measurements and information accompanying application so as to allow a full understanding of the visual impact of said antenna.

III SET BACK RESTRICTIONS

No building shall be erected or maintained on any lot closer than twenty-five (25) feet from the front lot line, nor closer than ten (10) feet from the side lines nor closer than twenty-five (25) feet from the rear property line.

In addition, owners of lots 1, 13, 14, 15 and 16 must maintain a vegetative buffer of not less than ten (10) feet at the rear of said lots which abut the property shown on the recorded subdivision plat as herein referenced.

IV NUISANCE

(a) No nuisance or offensive, noisy, or illegal activity shall be done, suffered, or permitted upon any lot; no part of any lot shall be used or occupied injuriously to affect the use or value of the adjoining premises for residential purposes or the neighborhood wherein the premises are situated.

(b) Outside garbage and trash accumulation shall be emptied regularly, and all service utilities, fuel tanks, wood piles, and trash and garbage accumulation, are to be enclosed within a wall or fence of a size and type approved by the Declarant, its successors or assigns, so as to preclude same to cause any unsightly view.

(c) No signs of any kind, except signs advertising the property for sale or rent and temporary political signs which must be removed immediately after the election has taken place, can be erected on any lot. The Declarant, its successors or assigns, reserves the right to place such terms and conditions upon the size, design and placement of said signs, as it deems satisfactory.

(d) No animals other than commonly accepted domestic pets shall be allowed on any lot and same subject to any applicable governmental rules or regulations applying thereto.

(e) No junked, wrecked, abandoned or inoperative automobiles, trucks, buses, boats or any other vehicles or any parts thereof shall be permitted to remain on the property, nor shall other unsightly materials be stored thereon.

(f) No commercial vehicles of any type other than pickup trucks or panel trucks may be parked on said lots except temporarily or for food deliveries. Specifically excluded are box vans.

(g) Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent the accumulation of rubbish and debris on the premises.



(h) All buildings, structures and other 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 cleaned and cleared of debris within sixty (60) days from the date of such casualty.

V EASEMENT

The Declarant reserves unto itself, its successors and assigns including the unincorporated association known as Island Woods Subdivision Association, 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 conveyances or utilities, and for drainage purposes, on, in, over or under the front fifteen (15) feet, the rear ten (10) feet, and the side ten (10) feet of each lot.

Further, all owners of lots and lands subject to these restrictions shall have an easement of right of way for the purpose of ingress, egress and ordinary enjoyment across any of those lands dedicated or set aside as access for all property owners.

VI VIOLATION

In the event of any violation or breach of any of the restrictions contained herein by any Property Owner or agent of such Owner, the Declarant, its successors or assigns, or the Owners of Lots within the Subdivision, or any of them, jointly or severally, shall have the right to proceed in law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of the restrictions set out above, but before litigation may be instituted, ten (10) days written notice of such violation shall be given to the Owner or his agent. The failure to enforce any right, reservation or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction contained in this Declaration shall in no way affect any of the other restrictions, but they and each of them shall remain in full force and effect.

VII ASSOCIATION

Declarant does hereby form an unincorporated association known as the Island Woods Subdivision Association. Each lot owner within the subdivision shall be a member of such Association which shall be under the control of Declarant until one of the events of transfer occurs as set forth hereinafter. Upon becoming such, all owners shall be deemed to become members automatically and there shall be no other qualification for membership. Membership shall be appurtenant to and shall not be separated from the ownership of a lot. Each lot shall have one (1) vote for any issue that comes before the membership. Any person who owns or holds more than one (1) lot, such owner shall be entitled to the appropriate number of votes for each lot owned. If only one of the multiple owners of a lot is present at a meeting of the Association, the owner who is present is entitled to cast the votes allocated to that lot. If more than one of the multiple owners are present, the vote allocated to that lot may be cast only in accordance with an agreement of the majority of interest of the multiple owners. Majority agreement shall be conclusively presumed if any one of the multiple owners casts the vote allocated to that lot without protest(s) made promptly to the person presiding at the meeting by any other owner of the lot. Any person holding an interest in a lot merely as security for the performance of an obligation shall not be a member.

If Declarant has not already done so, upon the sale of thirteen or more lots in the subdivision, Declarant shall relinquish control of the Island Woods Association to the individual lot owners of record at that time or at such time as a majority of the lot owners



are willing to accept the responsibilities of the Association from Declarant, to be determined solely in the discretion of the Declarant, whichever first occurs.

Officers of the Association shall be appointed by Declarant or election by a majority vote of the members of the Association after Declarant transfers the Association and responsibilities thereafter to members and shall serve terms of office at the pleasure of the members as shall be established by the Association.

Declarant and its successors or assigns including the Association shall have the authority to levy periodic dues not exceeding \$500.00 per year for the purposes of road and right of way maintenance and maintaining any other common properties included within the Subdivision. Any Association dues properly levied and noticed by the Association that remain unpaid for more than thirty (30) days after due notice is given shall become a lien against the lot or lots and the owners thereof and the Association shall have the authority to collect same in any legal manner including a claim by notice and enforcement by civil action in the nature of enforcement or a laborer's and materialmen's lien against real property pursuant to applicable law, 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.

VIII DURATION

These covenants, reservations, declarations, and conditions and easements shall run with the land and shall be binding upon all purchasers of land or lands in said subdivision covered by these restrictions and upon all persons or entities claiming under and through them. At such time as the Declarant has divested itself from such responsibility, said covenants, reservations and restrictions shall continue until February 1, 2027 at which time same shall automatically be extended for further successive periods of ten (10) years each, unless a majority vote of the then lot owners of record shall agree before such expiration date to record an instrument in the office of the Register of Deeds of Dare County, North Carolina, agreeing to change these covenants in whole or in part subject to the provisions hereof.

Declarant further expressly reserves the right and authority to amend or modify these restrictive covenants for so long as it maintains control of and responsibility for the Association.



Unofficial Document

IN WITNESS WHEREOF, the Declarant herein, has caused this Declaration of Restrictive Covenants to be executed by the Declarant for the purposes expressed herein.

THE PERCY W. AND ELIZABETH G. MEEKINS CHARITABLE TRUST

BY: William G. Alexander, Trustee
William G. Alexander, Trustee

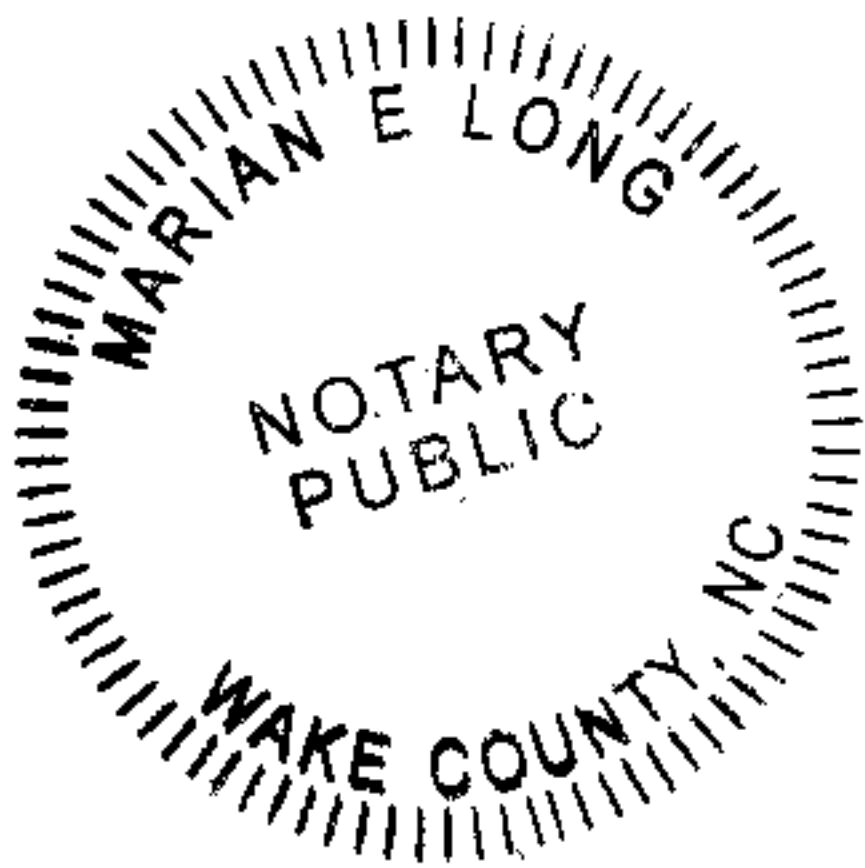
BY: Charles D. Evans, Trustee
Charles D. Evans, Trustee

BY: Betty Alice Mann, Trustee
Betty Alice Mann, Trustee

STATE OF NORTH CAROLINA
COUNTY OF Wake

On this 15th day of March, 2007, before me, the undersigned, a Notary Public, personally appeared WILLIAM G. ALEXANDER, TRUSTEE of the Percy W. and Elizabeth G. Meekins Charitable Trust, to me known to be the same person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.



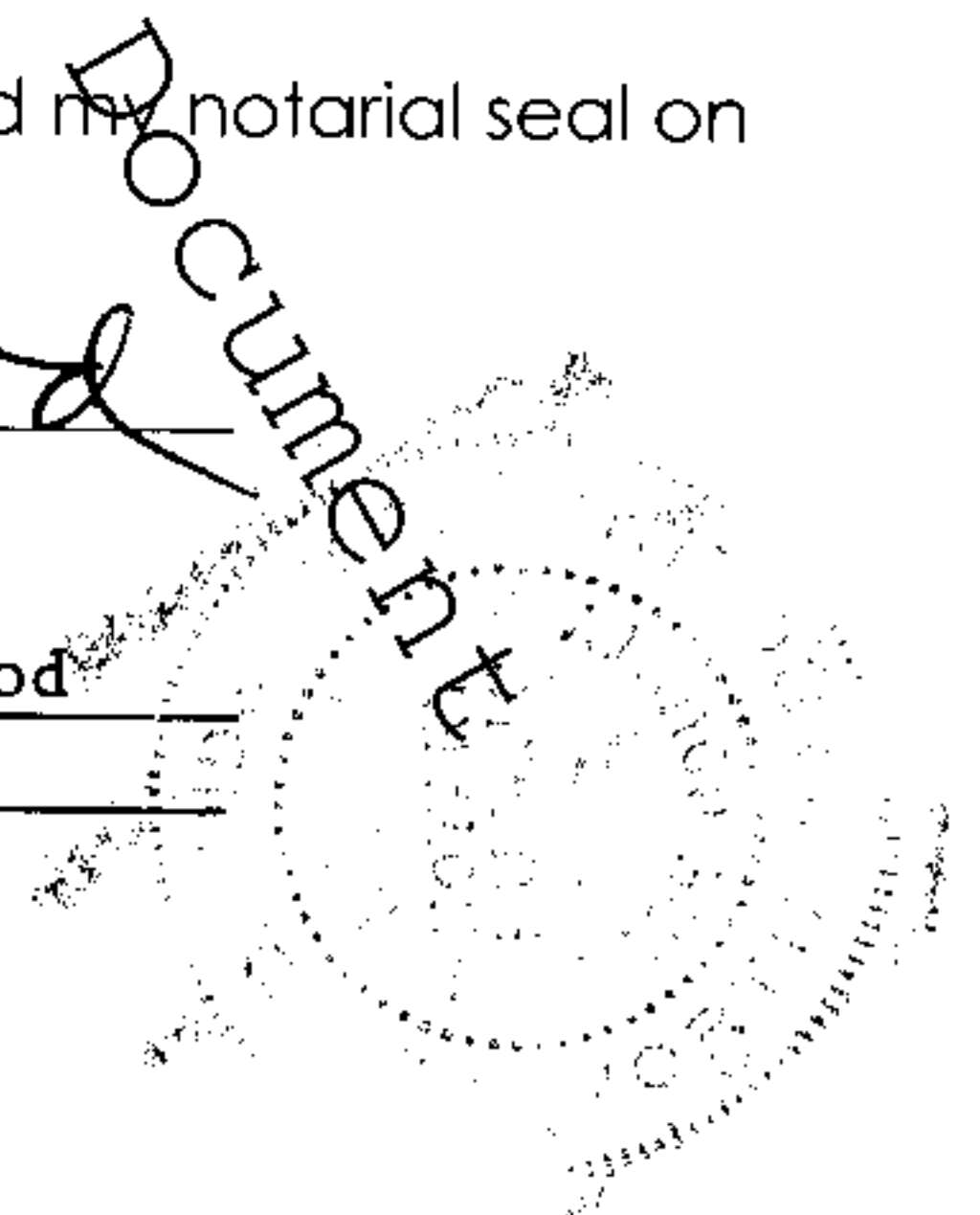
Marian E. Long
Notary Public
State of North Carolina
Printed Name: Marian E. Long
My Commission Expires: Jan 03, 2012

STATE OF NORTH CAROLINA
COUNTY OF DARE

On this 16th day of March, 2007, before me, the undersigned, a Notary Public, personally appeared CHARLES D. EVANS, TRUSTEE of the Percy W. and Elizabeth G. Meekins Charitable Trust, to me known to be the same person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Jana D. Underwood
Notary Public
State of North Carolina
Printed Name: Jana D. Underwood
My Commission Expires: 12/2/2010



STATE OF NORTH CAROLINA
COUNTY OF DARE

On this 16th day of March, 2007, before me, the undersigned, a Notary Public, personally appeared BETTY ALICE MANN, TRUSTEE of the Percy W. and Elizabeth G. Meekins Charitable Trust, to me known to be the same person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

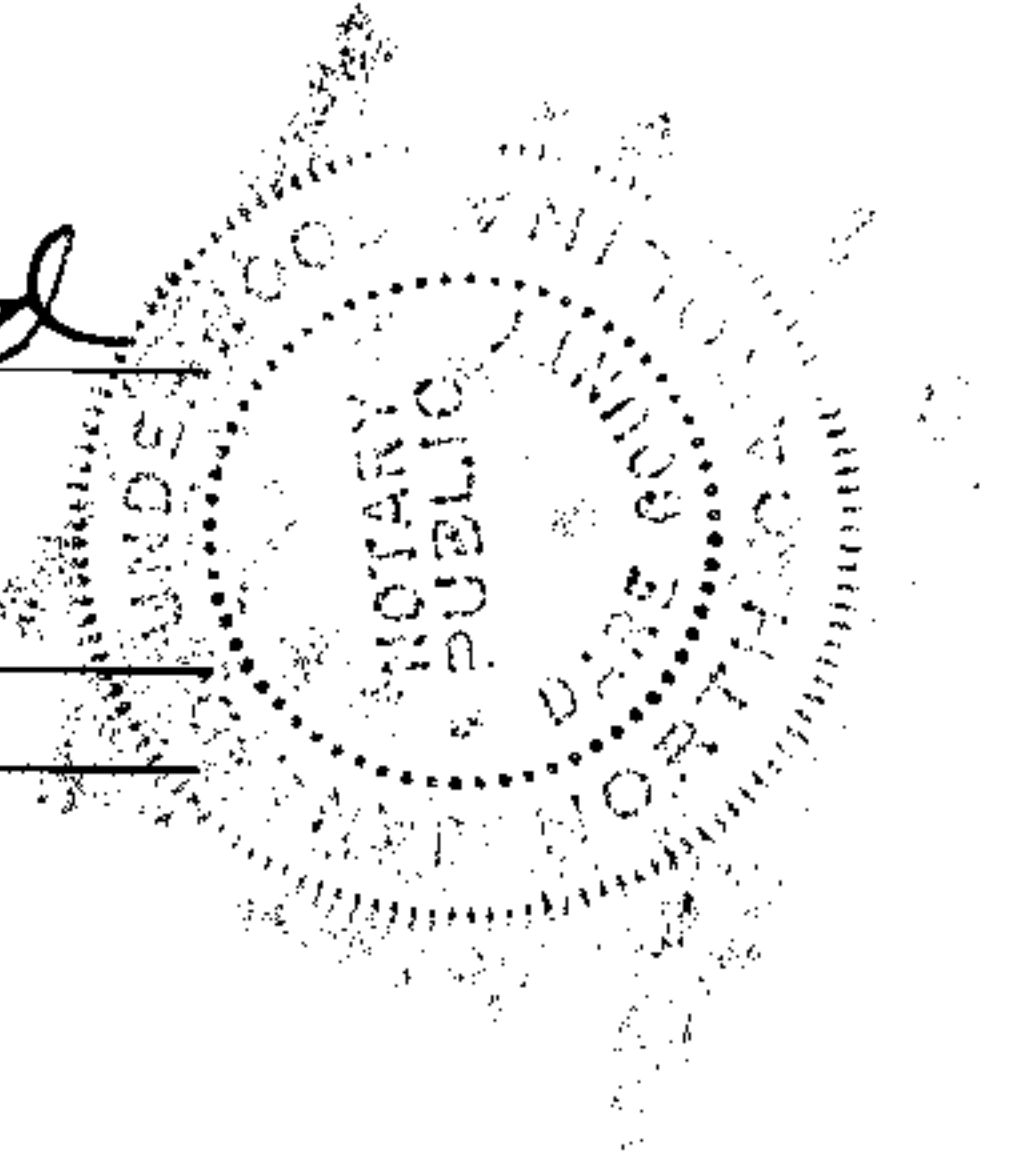
Jana D. Underwood

Notary Public

State of North Carolina

Printed Name: Jana D. Underwood

My Commission Expires: 12/2/2010



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