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NORTH CAROLINA
DARE COUNTYBETTY F. O'NEAL
REGISTERED DEEDS
DARE COUNTY, N.C.

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this the 5th day of May 1987, by BETTY F. O'NEAL, hereinafter called "Declarant":

WHEREAS, Declarant is the owner of certain of those lots and properties shown on the plat entitled "Salvo Beach No. 3" prepared by Kermit R. Sinclair, Surveyor and recorded in Map Book 3, Page 84 in the Office of the Register of Deeds of Dare County, North Carolina; and,

WHEREAS, Declarant intends to subject those lots shown on said plat to 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 plats;

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 plats hereinbefore described, and said covenants and restrictions shall be binding on all parties, entities, or persons purchasing said lots or their heirs or designees 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. 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, rooming houses or boarding houses are specifically forbidden.
2. Building line setbacks shall be as allowed by County of Dare.
3. No more than one residence 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.
4. No structure of a temporary character, including but not limited to 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 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.
5. The floor space of a residence, exclusive of porches and garages, shall not be less than 1000 square feet of living quarters. A permanent, detached garage is not prohibited so long as it is of the same design as the residential structure located on the same lot. The garage shall also be subject to approval of Declarant required in Restrictive Covenant No. 6.
6. In order to preserve a desirable beauty and to protect purchasers of these lots and lands from having undesirable types of architecture placed on abutting properties with the subsequent depreciation to the whole, no residence, improvement or alteration of said residence shall be constructed or started until the construction plans and specifications and the plans showing the location of the structure on the lot have been submitted in writing and approved by Declarant, her successors and assigns, and evidenced by the approved copy of such plans and specifications left in the permanent possession of Declarant. Any additions to such premises will require like additional approval.

7. 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 Declarant and said Health Department. No outside toilets will be permitted under any circumstances.

8. Declarant reserves the right to bring other property belonging to said Declarant under these Protective Covenants.

9. There is reserved unto the Declarant or her assigns, an 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 streets or roadways and upon the ten feet of each rear lot line.

10. No animals, poultry, or livestock shall be kept or maintained on this property except household pets.

11. 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.

12. No fences shall be constructed on the lots or lands exceeding four (4) feet in height above ground level except upon approval by Declarant or her assigns.

13. All service utilities, fuel tanks, woodpiles, trash and garbage accumulation are to be enclosed within a fence or wall of a type and size approved by the Declarant in order to avoid the same from causing an unsightly view from any highway, street, or other residence within the subdivision.

14. 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 of these restrictions.

15. No trash, rubble, junk, or inoperative motor vehicles shall be allowed to remain on any lot. All constructions rubble and refuse shall be removed frequently. Within 30 days of substantial completion or occupancy of any construction the lot shall be cleared and maintained in compliance with this restriction.

16. No lot may be resubdivided without the written joinder of the Declarant, and under no circumstances may a lot be resubdivided for the purpose of creating an additional lot except by permission of Declarant. 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 for access to adjoining properties not in this subdivision except by specific written permission of Declarant.

17. Enforcement of these covenants, restrictions and declaration may be by Declarant or 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.

18. The Declarant reserves the right to amend these Covenants as to any lot when in her sole discretion it is advisable to do so.

19. The foregoing conditions, reservations, declarations, covenants and easements shall run with the land and be binding upon all purchases of lands or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 31st day of December, 2009, at which time the said conditions, reservations, easements, 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 conditions, reservations, easements, restrictions, covenants, declarations in whole or in part.

In Witness Whereof, the Declarant has hereunto set her hand and seal the day and year first above written.

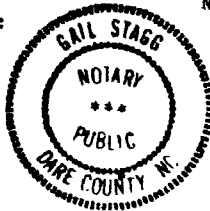
[Signature] (SEAL)
Declarant

North Carolina
Dare County

I, GAIL STAGG, a Notary Public of the County and State aforesaid, certify that BETTY F. O'NEAL, Declarant, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 5th day of October, 1987.

My Commission Expires:
10-16-90



[Signature]
Notary Public

NORTH CAROLINA
COUNTY OF DARE

The foregoing certificate(s) of Gail Stagg a Notary Public of
Dare Co., NC

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and Page shown on the first page hereof.

DORRIS A. FRY, REGISTER OF DEEDS

By Vanzella McMurran Assistant Register of Deeds

NORTH CAROLINA
DARE COUNTY

Page 0080
Book 1033
FILED
DARE COUNTY NC
By: 02/13/96 08:48 AM
DORRIS A. FRY
Register Of Deeds
Document # 000001

Prepared by and return to:
William S. Daniels
KELLOGG & EVANS, L.L.P.
P.O. Box 189
Manteo, NC 27954

AMENDED DECLARATION OF PROTECTIVE COVENANTS
SALVO BEACH, NO. 3, MAP BOOK 3, PAGE 84
DARE COUNTY REGISTRY

THAT WHEREAS, BETTY ANN FARROW (unmarried), A/K/A BETTY F. O'NEAL and BETTY FARROW O'NEAL, hereinafter referred to as DECLARANT, declared and made known certain covenants and restrictions to run with the land known as Salvo Beach No. 3 and shown on that certain map of the property recorded in Map Book 3, page 84, Dare County Registry, to be binding on all parties and persons claiming under them, said covenants and restrictions being contained in that certain instrument entitled Declaration of Protective Covenants, dated May 5, 1987, and recorded in Book 591, page 156, Dare County Registry;

AND WHEREAS, Declarant, in paragraph 18 of the aforementioned Declaration of Protective Covenants, retained the right to amend the Covenants at any time she desires;

AND WHEREAS, it is Declarant's intention (1) to withdraw that portion of the easement known as Ocean Street lying between Lot 14 and Lot 15 from use by the subdivision owners, (2) to completely and irrevocably relinquish any authority she may have to grant access over that portion of the easement in the future, and (3) to completely and irrevocably relinquish her right to further amend the Protective Covenants as they relate to Lot 14 and Lot 15;

NOW THEREFORE, Declarant hereby amends the Covenants as to Lot 14, Lot 15 and the easement between the two delineated as Ocean Street on the Plat found in Map Book 3, page 84, Dare County Registry, as follows:

1. Declarant hereby withdraws a portion of the easement delineated as Ocean Street on the aforementioned plat from use by herself or any other landowner in the Subdivision. The portion hereby withdrawn is more particularly described as follows and can be traced on the Plat found in Map Book 3, Page 84, Dare County Registry:

Beginning at the Southeastern corner of the 20 foot easement known as Ocean Street on the above referenced plat; running thence along the eastern edge of the 20 foot easement North 14 degrees 15 minutes 00 seconds East 71.37 feet to a point; thence cornering and running across the 20 foot easement North 75 degrees, 15 minutes, 00 seconds West a distance of 20 feet to a point located on the Western edge of the 20 foot easement; thence cornering and running along the Western edge of the 20 foot easement South 14 degrees 15 minutes 00 seconds West 71.37 feet, more or less, to the Southwestern edge of the 20 foot easement; cornering and running thence along the southern boundary of the subdivision South 75 degrees 15 minutes 00 seconds East to the point or place of beginning.

2. Declarant, her heirs and assigns, hereby completely and irrevocably relinquishes any authority that she, her heirs and assigns has to grant access over that portion of Ocean Street described above in Paragraph 1 to any other property; be it located inside or outside the subdivision.
3. Declarant, her heirs and assigns, hereby completely and irrevocably waives and forever quitclaims and relinquishes any further authority to amend the Declaration of Protective Covenants only as the Covenants relate to Lot 14 and Lot 15 and the portion of Ocean Street as described in Paragraph 1 above. Declarant retains the right to amend the Declaration of Protective Covenants in all other aspects.

In witness thereof, the Declarant has set her hand and seal this the 26th day of January, 1996.

Betty Ann Farrow (SEAL)
BETTY ANN FARROW (unmarried), A/K/A
BETTY F. O'NEAL and BETTY FARROW
O'NEAL, Declarant

STATE OF NORTH CAROLINA
COUNTY OF DARE

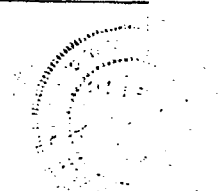
I, a Notary Public of the County and State aforesaid, certify that BETTY ANN FARROW (unmarried), A/K/A BETTY F. O'NEAL and BETTY FARROW O'NEAL, Declarant, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 26th day of January, 1996.

(SEAL-STAMP)

Jana D. Underwood
NOTARY PUBLIC

My Commission Expires: 12/2/2000



NORTH CAROLINA, DARE COUNTY

The foregoing certificates of Jana D. Underwood a
Notary Public of Dare Co., NC
is/are certified to be correct.

This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Doris A. Sny
REGISTER OF DEEDS

BY: Norma Jean Wake
ASSISTANT REGISTER OF DEEDS