

DECLARATION OF RESTRICTIONS

THIS DECLARATION, Made this 1st day of February, 1968, by HATTERAS ISLAND COMPANY, a partnership.

W I T N E S S E T H :

WHEREAS, Hatteras Island Company is the owner of all of those certain Lots 1 through 67, inclusive, as shown on the plat entitled "Sub-division of Hatteras Colony at Salvo, Section B, Hatteras Island, Dare County, North Carolina," dated April 18, 1967, made by Baldwin and Gregg, Civil Engineers and Land Surveyors, Norfolk, Virginia, which plat is recorded in the Office of the Registrar of Deeds of Dare County, North Carolina, in Map Book 3, at page 25, and

WHEREAS, the said owner intends to develop the said Lots 1 through 67, inclusive, as shown on the said plat according to a common scheme of development, expressly excluding from these restrictions Parcels A and B as shown on the aforesaid plat, and

WHEREAS, it is the purpose of this declaration to set forth and make known the covenants and restrictions to which the said lots may be subject.

NOW, THEREFORE, the said Hatteras Island Company does by this instrument declare and make known that the following covenants are to run with the land and shall be binding on all parties and persons claiming title to the lots aforesaid:

1. The fee simple title to the streets and lanes shown on the aforementioned plat and an easement for drainage and for the construction, installation and maintenance of utilities, and of ingress and egress to and from all of the lots abutting thereon, is reserved unto the owner for the use and benefit of itself, its successors and assigns. The easements shown on said plat are also expressly reserved.

2. None of the numbered lots shown on said plat shall be used for

certain Lots 1 through 67, inclusive, as shown on the plat entitled "Sub-division of Hatteras Colony at Salvo, Section B, Hatteras Island, Dare County, North Carolina," dated April 18, 1967, made by Baldwin and Gregg, Civil Engineers and Land Surveyors, Norfolk, Virginia, which plat is recorded in the Office of the Registrar of Deeds of Dare County, North Carolina, in Map Book 3, at page 25, and

WHEREAS, the said owner intends to develop the said Lots 1 through 67, inclusive, as shown on the said plat according to a common scheme of development, expressly excluding from these restrictions Parcels A and B as shown on the aforesaid plat, and

WHEREAS, it is the purpose of this declaration to set forth and make known the covenants and restrictions to which the said lots may be subject.

NOW, THEREFORE, the said Hatteras Island Company does by this instrument declare and make known that the following covenants are to run with the land and shall be binding on all parties and persons claiming title to the lots aforesaid:

1. The fee simple title to the streets and lanes shown on the aforementioned plat and an easement for drainage and for the construction, installation and maintenance of utilities, and of ingress and egress to and from all of the lots abutting thereon, is reserved unto the owner for the use and benefit of itself, its successors and assigns. The easements shown on said plat are also expressly reserved.

2. None of the numbered lots shown on said plat shall be used for manufacturing or commercial purposes of any kind or character whatsoever; nor shall any advertising sign, other than a sign advertising the property

for sale or rent, be erected on said lots; and no animals, livestock or poultry of any kind shall be raised, bred or kept for any commercial purposes on any of said lots.

3. No building shall be erected, altered or permitted to remain on any lot other than one detached single family dwelling having a ground floor area of at least 600 square feet including porches; and the exterior construction of any such dwelling must be brick or frame. Wood exterior, except cypress or juniper siding, shall be painted.

4. No trailer, tent, shack, or other temporary building shall be erected or placed on any of the lots within the subdivision except such temporary building as may be necessary for the storage of materials or the convenience of workmen during the erection of buildings.

5. The front of a lot shall be considered to be that boundary of the lot which abuts on a street. Where more than one boundary of a lot abuts a street, the narrowest boundary abutting such street shall be considered to be the front of the lot. No building or structure, including porches, shall be erected or placed on any lot closer than 20 feet from the front of the lot or closer than 10 feet from the side lines of any lot; nor nearer than the building line as shown on said plat.

6. No building shall be erected on any lot in this subdivision or so altered as to change the design thereon, until the plans of external design thereof have been submitted to and approved in writing by Hatteras Island Company, or by its successors or assigns; provided, however, that if the design of any building is not approved or disapproved within thirty (30) days after the date of such submission, or within thirty (30) days after the date on which construction is started on said building, such approval shall not be required, and this covenant shall be deemed to have been fully complied with.

7. No more than one residence shall be erected upon any of the

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6. No building shall be erected on any lot in this subdivision or so altered as to change the design thereon, until the plans of external design thereof have been submitted to and approved in writing by Hatteras Island Company, or by its successors or assigns; provided, however, that if the design of any building is not approved or disapproved within thirty (30) days after the date of such submission, or within thirty (30) days after the date on which construction is started on said building, such approval shall not be required, and this covenant shall be deemed to have been fully complied with.

7. No more than one residence shall be erected upon any of the numbered lots aforesaid, but any two adjoining lots may be used as one building site, in which event the side line setbacks hereinabove reserved shall apply only to the outside perimeter property lines of the combined site.

8. The foregoing conditions, reservations, easements and restrictions shall run with the land and be binding upon all purchasers of lots in said subdivision and upon all persons claiming under them until January 1, 1977, at which time the said conditions, reservations, easements and restrictions shall automatically be extended for further successive periods of ten (10) years each unless, by vote of the then owners of record of a majority of the lots shown on said plat, it is agreed on or before such expiration dates, to change the said conditions, reservations, easements and restrictions, in whole or in part.

9. Hatteras Island Company reserves the right to alter, amend, modify, change or eliminate any or all of the foregoing restrictions.

10. If any purchaser of any lot on said plat, or his heirs or assigns, shall violate or attempt to violate any of the foregoing conditions, easements, reservations and restrictions, it shall be lawful for any other person or persons owning any other lot or lots shown thereon to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate such conditions, reservations, easements and restrictions for the purposes of preventing him or them from so doing, or of recovering damages for such violation.

11. Invalidity of any of the foregoing conditions, reservations and restrictions shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Hatteras Island Company, a partnership, has caused this declaration to be executed by George Goldberg, one of its general partners, pursuant to due authority contained in the partnership agreement, all the day and year first above written.

HATTERAS ISLAND COMPANY

By

George Goldberg
George Goldberg, General Partner

(SEAL)

majority of the lots shown on said plat, it is agreed on or before such expiration dates, to change the said conditions, reservations, easements and restrictions, in whole or in part.


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10. If any purchaser of any lot on said plat, or his heirs or assigns, shall violate or attempt to violate any of the foregoing conditions, easements, reservations and restrictions, it shall be lawful for any other person or persons owning any other lot or lots shown thereon to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate such conditions, reservations, easements and restrictions for the purposes of preventing him or them from so doing, or of recovering damages for such violation.

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HATTERAS ISLAND COMPANY

By  (SEAL)
George Goldberg, General Partner

STATE OF VIRGINIA

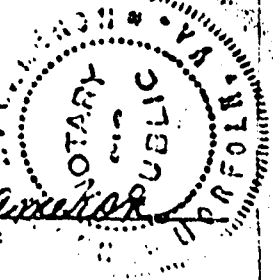
CITY OF NORFOLK, to-wit:

I, Nancy A. Cameron, a Notary Public in and for the City and State aforesaid, whose commission expires on the 22nd day of September, 1969, do

heroby certify that George Goldberg, a General Partner of Hatteras Island Company, whose name is signed to the foregoing writing, bearing date on the 1st day of February, 1968, has acknowledged the same before me in my City aforesaid.

GIVEN under my hand this 1st day of February, 1968.

Nancy A. Cameron
Notary Public



NORTH CAROLINA

DARE COUNTY

The foregoing certificate of Nancy A. Cameron, a Notary Public of the City of Norfolk, State of Virginia, is certified to be correct. Presented for registration this 8 day of Feb, 1968, at 9:30 o'clock A.M. and recorded in this office in Book 146, Page 645. 2-26-68

Melvin R. Daniels
Melvin R. Daniels, Register of Deeds

By _____
Assistant Register of Deeds

Nancy A. Cameron
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By _____
Assistant Register of Deeds

NORTH CAROLINA

DARE COUNTY

THIS AMENDED DECLARATION OF RESTRICTIONS, made this 1st day of November, 1971, by Hatteras Island Company, a partnership;

W I T N E S S E T H :

THAT WHEREAS, Hatteras Island Company heretofore filed under date of February 1, 1968, and recorded in Book 146, page 645, Public Registry of Dare County, North Carolina, a Declaration of Restrictions relating to all those certain Lots No. 1 through 67, inclusive, as shown on the plat entitled "Subdivision of Hatteras Colony at Salvo, Section B, Hatteras Island, Dare County, North Carolina", dated April 18, 1967, made by Baldwin and Gregg, Civil Engineers and Land Surveyors, Norfolk, Virginia, and duly recorded in Map Book 3, page 25, Public Registry of Dare County, North Carolina;

AND WHEREAS, Hatteras Island Company in Item 9 of the foregoing Declaration of Restrictions reserved the right to alter, amend, modify, change or eliminate any or all of the restrictions therein stated;

AND WHEREAS, Hatteras Island Company does now desire to amend said Declaration of Restrictions;

NOW, THEREFORE, the said Hatteras Island Company does by this instrument declare and make known that the following covenants and restrictions are to run with the lands shown on the plat hereinabove designated and shall be binding upon all parties and persons claiming title to lands shown on the aforesaid map or plat:

1. An easement for the purpose of maintenance of the streets, roads, canals, and other access areas within the subdivision is retained by the owner so as to maintain or cause to be maintained said areas for the benefit of the lot owners in the subdivision. An easement for the purpose of construction and maintenance of public utilities including water and sewer lines, electric and telephone lines is retained by the Declarant over this property abutting on any highway, street or avenue in said subdivision and over or under all streets, rights of way and along lot lines in this subdivision.

2. None of the numbered lots shown on said plat shall be used for manufacturing or commercial purposes of any kind or character whatsoever; nor shall any advertising sign, other than a sign advertising the property for sale or rent, be erected on said lots; and no animals, livestock or poultry of any kind shall be raised, bred or kept for any commercial

Colony at Salvo, Section B, Hatteras Island, Dare County, North Carolina", dated April 18, 1967, made by Baldwin and Gregg, Civil Engineers and Land Surveyors, Norfolk, Virginia, and duly recorded in Map Book 3, page 25, Public Registry of Dare County, North Carolina;

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3. No building shall be erected, altered or permitted to remain on any lot other than one detached single family dwelling having a ground floor area of at least 600 square feet including porches; and the exterior construction of any such dwelling must be brick or frame. Wood exterior, except cypress or juniper siding, shall be painted.

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6. No more than one residence shall be erected upon any of the numbered lots aforesaid; but any two adjoining lots may be used as one building site, in which event the side line setbacks hereinabove reserved shall apply only to the outside perimeter property lines of the combined site.

7. The foregoing conditions, reservations, essements, and restrictions shall run with the land and be binding upon all purchasers of lots in said subdivision and upon all persons claiming under them until January 1, 1977, at which time the said conditions, reservations, and easements and restrictions shall automatically be extended for further successive periods of ten (10) years each unless, by vote of the then owners of record a majority of the lots shown on said plat, it is agreed on or before such expiration dates, to change the said conditions, reservations, easements and restrictions, in whole or in part.

8. If any purchaser of any lot on said plat, or his heirs or assigns, shall violate or attempt to violate any of the foregoing conditions, easements, reservations and restrictions, it shall be lawful for any other person or persons owning any other lot or lots shown thereon to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate such conditions, reservations, easements and restrictions for the purposes of preventing him or them from so doing, or of recovering damages for such violation.

9. Invalidation of any of the foregoing conditions, reservations and restrictions shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Hatteras Island Company, a partnership, has caused this declaration to be executed by George Goldberg, one of its general partners, pursuant to due authority contained in the partnership agreement, all the day and year first above written.

HATTERAS ISLAND COMPANY

By

George Goldberg (SEAL)
George Goldberg, General Partner

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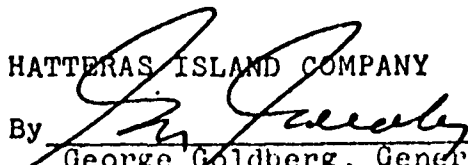
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HATTERAS ISLAND COMPANY

By

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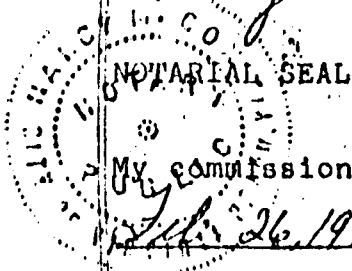
STATE OF VIRGINIA

CITY OF Virginia BeachI, Nancy M. Cox, a Notary Public of the aforesaid

city and state, do hereby certify that George Goldberg, a General Partner of Hatteras Island Company, whose name is signed to the foregoing writing, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 26th day of

May, 1972.



Nancy M. Cox
Notary Public

NORTH CAROLINA

DARE COUNTY

The foregoing certificate of Nancy M. Cox,
a Notary Public of Virginia Beach, Virginia, is certified to be
correct. Presented for registration this 2 day of
June, 1972, at 1:15 o'clock P. M., and
recorded in this office in Book 187, page 355.

6-9-72

Melvin R. Daniels
Register of Deeds

By Melva B. Cameron
Assistant Register of Deeds
Deputy