

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 15th day of January, 1971, by George B. Goldberg and wife, Harriet Goldberg;

W I T N E S S E T H :

WHEREAS, George B. Goldberg and wife, Harriet Goldberg, are the owners of all of those certain lots as shown on the plat of Hatteras Colony at Salvo, Section "E", Hatteras Island, Dare County, North Carolina, dated June 4, 1970, made by Baldwin & Gregg, Registered Engineers, and K. R. Sinclair, Registered Surveyor, and recorded in Map Book 4, page 13, Public Registry of Dare County, North Carolina; and

WHEREAS, it is the purpose of George B. Goldberg and wife, Harriet Goldberg, and 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 George B. Goldberg and wife, Harriet Goldberg, do 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 easements shown on the plat of the Hatteras Colony at Salvo, Section "E", Hatteras Island, Dare County, North Carolina, dated June 4, 1970, made by Baldwin & Gregg, Registered Engineers, and K. R. Sinclair, Registered Surveyor, and recorded in Map Book 4, page 13, Public Registry of Dare County, North Carolina, are hereby granted to and from all of the lots abutting thereon, is reserved to 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 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 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, 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, 1981, 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.

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, George B. Goldberg and wife, Harriet Goldberg, have hereunto set their hands and seals this day and year first above written.

George B. Goldberg (SEAL)
George B. Goldberg
Harriet Goldberg (SEAL)
Harriet Goldberg

STATE OF VIRGINIA

CITY OF VIRGINIA BEACH

I, Evelyn L. Rigdon, a Notary Public of the aforesaid city and state, do hereby certify that George B. Goldberg and wife, Harriet Goldberg, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal this 19th day of February, 1971.

NOTARIAL SEAL

My commission expires:

October 20, 1973

NORTH CAROLINA

DARE COUNTY

The foregoing certificate of Evelyn L. Rigdon, a Notary Public of Virginia Beach, Virginia, is certified to be correct. Presented for registration this 22 day of February, 1971, at 2:30 o'clock P. M., and recorded in Book 172, page 296 3-11-71

Malvin R. Daniels
Register of Deeds

By _____
Assistant Register of Deeds

AMENDED DECLARATION OF RESTRICTIONS

THIS AMENDED DECLARATION, made this 15th day of April, 1971, by George B. Goldberg and wife, Harriet Goldberg, hereinafter referred to as Declarants:

W I T N E S S E T H :

THAT, WHEREAS, the Declarants herein have heretofore filed under date of January 15, 1971, and recorded in Book 172, page 296, Public Registry of Dare County, North Carolina, a Declaration of Restrictions with respect to property designated as "Hatteras Colony, Salvo, Section 'E'", shown on map or plat thereof duly recorded in Map Book 4, page 13, Public Registry of Dare County, North Carolina;

AND, WHEREAS, the aforesaid declaration omitted the exception from said covenants with respect to the residential use of said lands, certain lots within the aforesaid subdivision which had been heretofore designated as "commercial lots" and that the Declarants desire to clarify said omission;

AND, WHEREAS, no lot or lots have been sold adjacent to or affected by the commercial designation of the lots hereinafter described,

NOW, THEREFORE, the said George B. Goldberg and wife, Harriet Goldberg, do by this instrument declare and make known that the following covenants are to run with the land and shall be binding upon all parties claiming title to the lots as aforesaid:

1. The fee simple title to the streets and lands 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 provided, however, Lots No. 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, and 77 may be used for commercial purposes.

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 10 feet from the side lines of any lot; nor nearer than the building line as shown on said plat.

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 provided, however, Lots No. 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, and 77 may be used for commercial purposes.

7. 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, 1981, 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

174
Pg 561

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, George B. Goldberg and wife, Harriet Goldberg, have hereunto set their hands and seals this day and year first above written.

George B. Goldberg (SEAL)
Harriet Goldberg (SEAL)

STATE OF Virginia
COUNTY/CITY OF Virginia Beach

I, Nancy M. Cox, a Notary Public of the aforesaid county/city and state, do hereby certify that George B. Goldberg and wife, Harriet Goldberg, 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 April, 1971.

NOTARIAL SEAL

My commission expires:

Feb. 26, 1975

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 11 day of June, 1971, at 11-20 o'clock A. M., and recorded in this office in Book 174, page 559.6-23-71

Melvin R. Daniel
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;

WITNESSETH:

THAT WHEREAS, George B. Goldberg and wife, Harriet Goldberg, heretofore filed under date of April 15, 1971, and recorded in Book 174, page 559, Public Registry of Dare County, North Carolina, a Declaration of Restrictions relating to all those certain lots shown on the plat of Hatteras Colony at Salvo, Section E, Hatteras Island, Dare County, North Carolina, dated June 4, 1970, made by Baldwin & Gregg, Registered Engineers, and K. R. Sinclair, Registered Surveyor, and recorded in Map Book 4, page 13, Public Registry of Dare County, North Carolina;

AND WHEREAS, George B. Goldberg and wife, Harriet Goldberg, did transfer title to the property shown on the aforesaid map or plat of Section E, Hatteras Colony at Salvo, to Hatteras Island Company, a partnership, by deed dated June 10, 1971, and duly recorded in Book 178, page 41, Public Registry of Dare County, North Carolina;

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 purposes on any of said lots provided, however, Lots No. 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, and 77 may be used for commercial purposes.

MCCOWN & MCCOWN
ATTORNEYS AT LAW
MARTIN, N.C. 27924

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 10 feet from the side lines of any lot; nor nearer than the building line as shown on said plat.

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 provided, however, Lots No. 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, and 77 may be used for commercial purposes.

7. 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, 1981, 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.

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. 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)

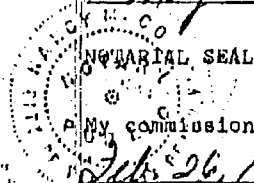
STATE OF VIRGINIA

CITY OF Virginia Beach

I, 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

My commission expires:

July 26, 1975

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 1:17 o'clock P. M., and recorded in this office in Book 187, page 361.

6-9-72

Melvin R. Daniels
Register of Deeds

By Melba B. Garrison
Assistant Register of Deeds
Deputy