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Prepared by & return to: C. Irvin Aldridge Nonteo, NC 27954

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NORTH CAROLINA DARE COUNTY

DECLARATION OF PROTECTIVE COVENARTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and declared this the <u>22nd</u> day of <u>October</u>, 19 82, by WALLACE L. BECKHAM and wife, ANN L. BECKHAM and FIRST WASHINGTON CORPORATION, a north Carolina Corporation hereinafter called Declarant: Avon, N. C.

#### witnessera:

MdBREAS, Declarant is the owner of certain real property shown on those plats dated the 25 day of January, 1982, entitled "Sea Oats Subdivision Section Two" prepared by W. M. Meekins, Jr., Registered Surveyor of Manteo, N.C., and recorded in Slide Cabinet B, Slide No. 114 in the Dara County Registry;

whereas, Declarant intends to develop the lots and property shown on said plats under 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 and parcels shown on the aforesaid described plats;

whereas, it is the purpose of this Declarant to declars and publish the covenants and restrictions unich shall apply to the lands shown on the aforesaid described plats;

THEREFORE, abclarant 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 hereinhofore described, and said covenants and restrictions shall be binding on all parties, entities or persons purchasing real property shown on the aforesaid plats or their heirs or designees or any other person claiming under them;

THE COVEMANTS, 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. Notels, motels, romain, houses or boarding nouses are specifically forbidden.
- 2. We building or structure, including perches shall be erected or placed on any lot closer than 15 feet on one side and 8 feet on the other side line, nor closer than 20 feet to the back lot line, nor closer than 25 feet to the front lot line. Bither side of a corner lot abutting a right of way may be considered the front lot line or side lot line upon option of the owner of that lot. Porches shall be no closer than 3 feet from any property line. Declarant reserves the right to make exceptions when it deems necessary due to the configuration of institutual lots.
- 3. No more than one residence shall be erected on any one lot; however, when one owner adjuires 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

ALDRIDGE, SEAWELL & KIROLINY ATMENU'S AT LAW P. O. BOX 100 MANDER, N. C. 27794 side lot lines and easements referred to herein shall apply to the outside perimeter line of the combined lots.

4. No lot may be re-subdivided without the written joinder of Declarant and under no circumstances may a lot be re-subdivided 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 other lot or lots to produce a larger building site. In any event, the minimum of Twenty Thousand (20,000) square feet of land shall be required for the construction of any residence.

- 5. No structure of a temporary character, including but not limited to trailers 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 or housing by or for the storage of materials, or housing by or for the convenience of workmen during the eraction 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 for any period of time longer than three months and then only during actual construction of an allowed permanent structure.
- 6. The ground floor space of a residence, exclusive of porches and garages, shall not be less than 900 square feet. All houses shall have a minimum pitch on roof of 6 x 12 feet. Filing must be notched for band and bolted to same. All dwellings shall be constructed to comply with mational Flood Insurance specifications.
- 7. NO fence shall be constructed on the lots or lands exceeding forty-eight (43) inches in height above ground level.
- 3. All buildings, structures and their appurtenances shall be mintained in a suitable state of repair, and in the event of destruction by fire or other casualty, oremises are to be cleared and debris removed within 90 days from date of such casualty.
- 9. 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 to these restrictions.
- 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or any household gets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
- II. 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 Declarant in order to avoid the same from causing an unsightly view from any highway, street, or other residence within the subidvision.
- 12. There shall be no signs, billboard, or advertising structures of any nature whatsoever placed on any lots or lands; nor shall there by any business, trade or profession conducted or practiced on the lots or lands.

SEAWELL S KIROLSY ATTORNESS AC LAW P. G. BOX 300 MARITO, N. C. 2394

- 13. In order to perserve a desirable beauty and to protect ourchasers of these lots and lands from having undesireable 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, its 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.
- 14. 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.
- 15. Declarant reserves the right to bring other property belonging to said Declarant under these Protective Covenants by filing a supplementary Declaration setting forth that purpose.
- 16. Declarant reserves unto itself, its successors and assigns the right and privilege of providing exceptions from the terms and effect of restrictions Nov. 1 and 3 hereinabove when in the opinion of Declarant such exceptions are necessary or warranted. Any such exceptions shall be in writing.
- 17. There is reserved unto the Declarant an engagement 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.
- la. Enforcement of the 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.
- 19. The foregoing conditions, reservations, declarations, covenants and easements shall run with the land and be binding upon all purchasers of lands or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 22ndday of October, 2002, at which time the said conditions, reservations, easements, declarations and covenants shall automatically be extended for further successive periods of 15 years 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.

ALDRIDGE, SEAVERL & KHOURY ATRIMIESS AT LAW 6.0, FOR LIGHT MANUTOR OF TRACE

### BOOK 333 MGE 710

20. Declarant expresses its future intention of recording a supplemental "Easement Agreement" which will allow owners of this subdivision and of other subdivisions in Dare County developed by Declarant to take use of for ingress and egress the easement areas from rights of ways within the subdivisions to the various bodies of water abutting same.

IN PESTIMONY WHEREOF, the parties hereto have set their hands and scale, or if corporate, have caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its common corporate scal affixed hereto, all as the act and deed of said corporation by authority of its soard of Directors, the day and year first above written.

Wallow Bucklem (BEAL) Ann C. Beckham (SEAC)

(SEAL)

FIRST WASHINGTON CORPORATION

By: Ralph H Jolgan

President

ATTEST:

Secretary

NORTH CAROLINA DARK COUNTY

I, the undersigned, a Botary Rublic of the County and State aforesaid, certify that wallace L. Bookham and wife Ann L. Bookham, paraonally appeared before this day and acknowledged the execution The the foregoing instrument.

mitities my and and official seal this of October . BL Constant and and off Atucia K Mukas

GORTH CAROLINA Branfort COUNTY

Ny Commissione xolcess

Ver. 

I, a Rotary Public of the County and State aforesaid, certify that Sally Respess personally came before me this day and acknowledged that she is Secretary of the FIRST WASHINGTON CORPORATION a North Carolina corporation, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its made by its President, sented with its corporate seal and attested to by her as its Secretary.

Witness my hand and official stamp or seal, this the 22 day of October , 1982.

Jollane. 113. Policeto ( All.) Rotary Public

ALDRIDGE, SEAWELL & KHOURY TURNEYS AT IAW F. G. WIX 319 ANDED, M. I., 23944

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# BOOK 333 PAGE 711

NORTH CAROLINA DARE COUNTY

The foregoing cartificates at https:// K. Angeleins of Done Co. AC's terms to the history of the foregoing cartified 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.

Register of Deeds

By Assert Deputy Register of Deeds

RECORDED YOU A 1982

ALDRIDGE, SEAWELL & KHOLIRY ATTORNEYS ACLAW & O. BOX 397 BANDLE N. C. 2245

### BOOK 333 PAGE 702

132 01 115 0 226 387

Prepared By & return to: G. Irvin Aldridge Manteo, NC 27954

NORTH CAROLINA DARK COUNTY

MAN NAMES NO DIEDS

DECLARATION OF PROTECTIVE COVERANTS-

THIS DECLARATION OF PROTECTIVE COVENARTS, made and declared this the <u>22nd</u> day of <u>October</u>. 19.82, by WAGLACE L. BECKHAM and wife, ANN L. BECKHAM and FIRST WASHINGTON CORPORMTION, a worth Carolina Corporation hereinafter called Declarant: Avon, M. C.

#### WITNESSETA:

NUBREAS, Declarant is the owner of certain real property shown on those clats dated the 27 day of Rovember, 1981, entitled "devised Hap of Sea Oats Subdivision" prepared by W. M. Heckins, Jr., Registered Surveyor of Manteo, N.C., and recorded in Slide Cabinet B, Slide No. 113 in the Dare County Registry;

WARREAS, Declarant intends to develop the lots and washeas, Declarant intends to develop the lots and property shown on said plats under a common school of development so that the restrictions and declarations herein imposed shall inure to the benefit of each and every purchaser of lots and parcels shown on the aforesaid described plats;

AMBREAS, it is the purpose of this Declarant to declare and publish the covenants and restrictions which shall apply to the lands shown on the iforesaid described plats;

THEREFORE, Declarant does hereby declare and make known and publish that the following covenants and restrictions shall run with the lamis and lots shown on the plats beceinbefore discribed, and said covenants and rectrictions shall be binding on all parties, entities or versus purchasing real property shown on the aforesaid plats or their heirs or designess or any other person claiming under them;

THE COVENANTS, RESTRICTIONS, AND DECEMBATIONS ARE AS FOLLOWS:

- 1. All lots and lands shall be used exclusively for residential purposes. No lots or lands included in this backaration shall be used or occupied for the manufacture or sale of any articles or for any commercial purposes of any kind or character shatsoever, or for the conducting of any business. Notels, cotals, cotains bouses or boarding nonses are specifically forbidden.
- 2. We building or structure, including corches shall be erected or placed on any lot closer than 15 feet on one side and 3 feet on the other side line, nor closer than 20 feet to the back lot line, nor closer than 25 feet to the front lot line. Either side of a corner lot abutting a right of way may be considered the front lot line or side lot line upon option of the owner of that lot. Porches shall be no closer than 3 feet from any property line. Declarant reserves the right to make exceptions when it deems necessary one to the configuration of individual lots. individuat lots.
- 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 on or more lots may be used as one building site and the

ALIMHIGE, SEAWELL & KHOURY

apply to the outside parimeter line of the combined lots.

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be re-subdivided 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 other lot or lots to produce a larger building
site. In any event, the minimum of Fifteen Thousand
(15,000) square feet of land shall be required for the
construction of any residence.

- 5. No structure of a temporary character, including but not limited to trailers 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 or housing by/or for the storage of materials, or housing by or for the convenience of workmen Juring 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 for any period of time longer than three months and then only during actual construction of an allowed permanent
- 6. The ground floor space of a residence, exclusive of porches and garages, shall not be less than 900 square feet. All houses shall have a minimum pitch on roof of 8 x 12 feet. Filling must be notched for band and bolted to same. All dwellings shall be constructed to comply with national flood insurance specifications.
- No fence shall be constructed on the lots or lands exceeding forty-eight (48) inches in height above ground level.
- 8. All buildings, structures and their appurtanences shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of such casualty.
- 9. 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 to these restrictions.
- 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or any household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
- Il. 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 Declarant in order to avoid the same from causing an unsightly view from any highway, street, or other residence within the subidvision.
- 12. There shall be no signs, billboard, or advertising structures of any nature whatsoever placed on any lots or lands; nor shall there by any business, trade or profession conducted or practiced on the lots or lands.

ALDRIDGE, SEAWFIL & KIKHIRY ATTRIBETS AT EAR PLAINING JPN MANIED N. C. 21944

- 13. In order to perserve a desirable beauty and to protect purchasers of these lots and lands from having undesirable types of arcaitecture placed on abutting or operties with the subsequent depreciation to the whole, no residence, improvement or atteration 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, its successors and assigns, and evidences by the approved copy of such plans and specifications left in the permanent possession of Declarant. Any additions to such precises will require like additional approval.
- 14. All wells and toilets ami 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. We outside toilets will be permitted under any circumstances.
- 15. Declarant reserves the right to bring other property belonging to said Declarant under these Protective Covenants by filing a supplementary Declaration setting forth that purpose.
- 16. Declarant reserves unto itself, its successors and assigns the right and privilege of providing exceptions from the terms and effect of restrictions Nos. 1 and 3 hereinabove when in the opinion of Declarant such exceptions are necessary or warranted. Any such exceptions shall be in writing.
- 17. There is reserved unto the Declarant an easement for the purpose of installation and maintenance of utilities over and upon the tan feet of each lot or parcel of land which abuts strents or roadways.
- 18. Enforcement of this 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.
- 19. The foregoing conditions, reservations, declarations, covenants and exsements shall run with the land and be binding upon all purchasers of lands or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 22ndday officer. , 2002, at which time the said conditions, reservations, essements, declarations and covenants shall automatically be extended for further successive periods of 15 years 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, assements, restrictions, covenants, declarations in whole or in part.

ALDRIDGE, SEAWELL & KILDURY ATTORNEYS AT LAW F. O. BOX 399 20. Declarant expresses its inture intention of recording a supplemental "Easement Agreement" which will allow owners of this subdivision and of other subdivisions in Dare County developed by Declarant to make use of for ingress and egress the easement areas from rights of ways within the subdivisions to the various bodies of water abutting same.

In Testimony Whereof, the parties hereto have set their hands and seals, or if corporate, have caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its common corporate seal affixed hereto, all as the act and deed of said corporation by authority of its goard of pirectors, the day and year first above written.

8 Jack (SEAL)

FIRST WASHINGTON CORPORATION
BY: ROLL HARM

(SEAL)

CO POSICION (SEAL ATTEST:

NORTH CAROLINA DARE COUNTY

1. the undersigned, a Notary Public of the County and State. Afteresaid, certify that wallace L. Beckham and wife Ann L. Beckham, Felipporty appeared before this day and acknowledged the execution After the foregoing instrument.

Attice KM. F. Notation Expires.

Commission Expires:

WORTH CAROLINA Butters COUNTY

I, a Notary Public of the County and State aforesaid, certify that Sally Respess personally came before me this day and acknowledged that she is Secretary of the FIRST WASHINGTON CORPORATION a Morth Carolina corporation, and that by authority July given and as the act of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested to by her as its Secretary.

witness my hand and official stamp or seal, this the 22 day of reference, 1982.

John Yo Polinke (Mitc)

ALDRIDGE, SEAWEST, SEAGOURY ASSOCIOS AS LAS FOLIOX 319 MANTEO, N. C. 27914

My Commission Begins: Many Sylven BOOK 333 MGE 706

NORTH CAROLINA DARE COUNTY

W.

The foregoing certificates of Allique Killerbins of Tracto Of the Court of Handar Miles Brought on its 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.

Register of Deeds

By Norma Quantitud

Assistant/Deputy Acquister of Deeds

RECORDED: YNOT 9. 1082

# MH27 PC 0717

Prepared by & return to: G. Irvin Aldridge Manteo, NC 27954

NORTH CAROLINA DARE COUNTY

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madeY and TH wife, ANN L. BECKHAM, hereinafter called "Declarants" (whether hoe or more): CKHAMEASI

#### WITNESSETH:

WHEREAS, Declarants have hererofo ective Covenants recorded in both of the Dare County

WHEREAS, Declarants have decided to Section 17(a) to each;

d Covenants by adding

NOW THEREFORE, Declarants do hereby declare and make known and

publish that the following covenants and restrict the publish that the following covenants and restrict the publish that the following covenants are not restrict the plant recorded in Dare County Registry as an American to those recorded in Book 333, page 702 and Book 333, page 707, Dare County Registry;

THE NEW COVENANT 17(a) SHALL BE:

Declarants shall be responsible for maintenance of all streets as shown on subdivision plat until the maintenance of all streets has been accepted by the North Carolina Department of Transportation or Homeowners Association developed by the property owners of the subdivision or some other designated entity which shall assume that responsibility for the main-tenance of streets.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Wallace J. Beckhan

J. Buckham (SEAL)

NORTH CAROLINA DARE COUNTY

I, the undersigned, a Notary Public in and for Dare County, North Carolina, do hereby certify that Wallace L. BECKHAM & wife, ANN L. BECKHAM, personally appeared before me this day and duly acknowledged the execution of the favor soing instrument.

WITNESS my hand and notarial seal this the 10th day of August, 1985.

ESOR Brenda B. Sit

My Commission expires: Sept. 26, 1988

NORTH CAROLINA

DARE COUNTY The foregoing certificate(s) of Branks

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

AND LO LO LO BY HOUSE OF DEEDS OF DARE COUNTY ASSISTANT/DEPUTY REGISTER OF DEEDS

RECORDED: OCT 2 1 1985

Sed Octs Ho

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Prepared by & return to: 'G. Irvin Aldridge Manteo, NC 27954

NORTH CAROLINA DARE COUNTY

FILED

# SUPPLEMENTAL DECLARATION OF PROTECTES AND SMANLEY 1 55

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVERANTS made and declared this declared this day of August, 1985, by WALLACE L. BECKHAM, bereinsfter called "Declarants" (whether bee

#### WITHESSETH:

WHEREAS, Declarants have heretofore filed a certain Declaration of Protective Covenants recorded in Deed Book 333 and page 702, and Book 333, page 707, both of the Dare County Registry; and,

WHEREAS, Declarants have decided to amend said Covenants by adding Section 17(a) to each;

NOW THEREFORE, Declarants do hereby declare and make known and publish that the following covenants and restrictions shall run with the lands and lots shown on the plat recorded in Plat Cabinet B, Slide 113 and 114, Dare County Registry as an Amendment to those Declaration of Protective Covenants recorded in Book 333, page 702 and Book 333, page 707, Dare County Registry;

THE NEW COVENANT 17(a) SHALL BE:

Declarants shall be responsible for maintenance of all streets as shown on subdivision plat until the maintenance of said streets has been accepted by the North Carolina Department of Transportation or Homeowners Association developed by the property owners of the subdivision or some other designated entity which shall assume that responsibility for the maintenance of streets.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Wallan & Berken (SEAL) S. Bickham (SEAL)

NORTH CAROLINA DARE COUNTY

I, the undersigned, a Notary Public in and for Dare County, North Carolina, do hereby certify that WALLACE L. BECKHAM & wife, ANN L. BECKHAM, personally appeared before me this day and duly acknowledged the execution of the fare that the contract of the contra

WITHESS my hand and notarial seal this the 10th day of August, 1985.

Tok. Brenda, B. S. Notary Public บัตรา

My Commission expires: Acot. 26 1988

NORTH CAROLINA

DARE COUNTY

The foregoing certificate(s) of Brother of Tone Con Notice is adjudged 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.

REGISTER OF DEEDS OF DARK COUNTY

ASSISTANT/DEI

ASSISTAN BY DONO ON Wale

RECORDED: OCT 2 1 1985

Prepared by & return to: G. Irvin Aldridge Nanceo, NC 27954

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AFW THESE SERVICES OF THE SERVICES

NORTH CAROLENA DARE COUNTY

# DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and This Declaration of Photocurive Covenants, Game and declared this the 22nd day of October , 1982, by WALLACE L. BECKHAM and Wife, Akn L. BECKHAM and FIRST WASHINGTON CORPORATION, a North Carolina Corporation heroinafter called Declarant: Avon, N. C.

### mitnegaliti:

AddREAS, Declarant is the owner of certain real property shown on those plats dated the 25 day of January, 1982, entitled "Sea Oats Subdivision Section Two" prepared by W. M. Meekins, Jr., Registered Surveyor of Manteo, W.C., and recorded in Slide Cabinet B, Slide No. 114 in the Dark County Registry;

watereas, Declarant intends to Davelop the lots and property shown on said plats under a common scheme of development so that the restrictions and declarations herein imposed shall inure to the benefit of each and every nurceaser of lots and parcels shown on the aforesaid described plats;

whereas, it is the purpose of this Declarant to declars and publish the covenants and restrictions which shall apply the lands shown on the aforesaid described plats;

THEREFORE, shoclarant 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 bindle) on all parties, entities or persons purchasing real property shown on the aforesaid plats or their heirs or designeds or any other person claiming under them:

THE COVENANTS, RESTRICTIONS, AND DECLARATIONS ARE AS FOLLOWS:

- 1. All lots and lawis shall be used exclusively for residential purposes. No lots or lawis included in this operation shall be used or occupied for the manufacture or sale of any articles or for any connectial purposes of any kind or character whatsoever, or for the conducting of any business. Hotels, motels, rouning houses or boarding houses are specifically forbidden.
- 2. No building or structure, including nonches shall be erected or placed on any lot closer than 15 feet on one side and 8 feet on the other side line, nor closer than 25 feet to the back lot line, nor closer than 25 feet to the front lot line. Sither side of a corner lot amilting a right of way say be considered the front let line or side lot line upon ention of the owner of that lot. Porches shall be no closer than 8 feet from any proceedy line. Declarant reserves the right to make exceptions when it deems necessary due to the configuration of universal lote. tulividual loce.
- 3. So work than one residence shall be exected in any one lot; however, when one owner abquires top or were adjoining lots, then and in that event the adjoining one or more lots may be used as one building site and the

AIDENGE, SEAVER & KHOIRY CIDENGE IN FOR BOX IN IMMORY 2216

NORTH CAROLINA - DARE COUNTY
I CERTIFY THE FOREGOING INSTRUMENT TO
BE A TRUE COPY AS COMPARED WITH THE
ORIGINAL ON PILE IN THIS OFFICE.

DIE Jeavery

Barbara - M. Bray ISTER OF DRIEDS OF DARE COUNTY

STANT REGISTER OF DEEDS

side tot lines and ensements referred to herein shall apply to the outside parimeter line of the combined lots.

4. No lot may be re-subdivided without the written joinder of Declarant and under no direcestances may a lot be re-subdivided 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 other lot or lots to produce a larger building site. In any event, the minimum of Twenty Thousant (20,000) square feet of land shall be required for the construction of any residence.

- 5. No structure of a temporary character, including but not limited to trailers of any kind, tent, shaer, yarage, barn, mobile home, or other outboilding 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 or housing by or for the storage of materials, or housing by or for the convenience of workean during the crection 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 for any period of time imager than three means and then only during actual construction of an allowed permanent structure.
- 5. The ground floor space of a residence, exclusive of porches and garages, shall not be less than 900 square feet. All houses shall have a minimum pitch on roof of 6 X 12 feet. Filing must be notched for bond and belted to game. All dwellings shall be constructed to comply with mational flood Insurance specifications.
- 7. So tance ghall be constructed on the lots or lands exceeding Forey-clast (43) inches in height above ground
- 3. All buildings, structures and their appurtanances shall be mintained in a suitable state of remair, and in the ovent of destruction by fire or other canualty, premises are to be cleared and debris removed within 90 days from date of such casualty.
- 9. 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 aunoyance or nuisance to other lots or lands subject to these restrictions.
- 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or any household pets may be kept, provided that they are not kept, bred or caintained for any commercial purposes.
- II. All service utilities, fuel tanks, woodpiles, trash and parhage accumulation are to be enclosed within a fence or wall of a type and size approved by Declarant in order to avoid the area from causing an unsightly view from any highway, street, or other residence within the subidvision.
- 12. There shall be no signs, billbeard, or advertising structures of any nature whatsoever placed on any lots or lands; nor shall there by any business, trade or profession conducted or practiced on the lots or lands.

- 13. In order to perserve a desirable beauty and to protect burchasers of these lots and lands from having undesireable 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, its 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
- 14. All wells and toilets and sounge units installed upon said property shall be in accord with the roles and regulations of the North Carolina Department of Bealth and shall be located upon said lands in positions approved by the Declarant and said Health Department. He outside toilets will be permitted under any circumstances.
- 15. Declarant reserves the right to bring other property belonging to said Declarant under these Protective Covenants by filing a supplementary Declaration setting forth that purpose.
- 16. Declarant reserves unto itself, its successors and assigns the right and privilege of providing exceptions from the terms and effect of restrictions Nov. 1 and 3 hereinabove when in the opinion of Declarant such exceptions are necessary or warranted. Any such exceptions shall be in writing.
- 17. There is reserved unto the Doclarant on 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.
- 18. Enforcement of those covenants, restrictions and declaration may be by Declarant or any owner of oronerty 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.
- 19. The foregoing conditions, reservations, declarations, covenants and easements shall run with the land and be binding upon all ourchasers of lands or lets in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 22nddmy of October, 2002, at which time the said conditions, reservations, essewents, declarations and covenants shall automatically be extended for further successive periods of 15 years 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, essembn, restrictions, covenants, declarations in whole or in part.

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28. Declarant expresses its future intention of recording a supplemental "massement Agreement" which will allow owners of this subdivision and of other subdivisions in Dare County developed by Declarant to aske use of for ingress and excess the easement areas from rights of ways within the subdivisions to the vicious bodies of water abutting same.

IN TESTIMOMY MARREOF, the parties hereto have set their hards and seals, or if corporate, have caused this instrument to be executed in its corporate name by its President, attested by its secretary, and its common corporate seal affixed hereto, all as the set and deed of said corporation by authority of its moved of Directors, the day and year first above written.

Vallan Bucklan (SEAL)

vallace L. Beckhan

Cla S-Vector (SEAL)

Ann G. Heckham

(38AL)

FIRST MASHIMSTON COMPORATION
BY: Kalph H. Halper President

ATTEST:

Secretary

ARTHURAS ETROR

I, the undersinned, a Notary Public of the County and State aforesaid, certify that callace L. Beckham and wife Ann L. Beckham, personally expeated before this day and acknowledged the execution. The the foresping instrument.

Notations by and and official seal this ARPP day of Calely 1982.

B 7 0 Atucia K. Muchis

my comission expires:

WHEN CAROLINA Browlest COURTY

I, a Sobary Public of the County and State aforesaid, certify that Saily despens personally case before set this day and acknowledged that she is Secretary of the FIRST WASHITTON CORPORATION & WORTH Carolina cocporation, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its maps by its President, sealed with its corporate seal and attented to by her as its Secretary.

Witness my hand and official stamp or seal, this the 22 day of <u>Genber</u>, 1992.

Hollage Yu. Polimer ( Hile) Rotary Public

ATTRIDGE, SEAWELL A KHOHIY APOUNCE AFTAN FOLMOKEN MANDO, M. C. 1894

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BORTH CAROLINA DARE COUNTY

The foregoing certificates of Attucio Kennekins of Tona Co. At contacts with the Correct of the 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.

Register of Decos By Name Dean Cone Register of Decos

RECORDED: CLOK 1, 19K2

ALDRIDGE, SEAVELL & KROURY ATTURNESS AT LAW E. U. MIN 119