

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

NOV 8 AM 10 23

NORTH CAROLINA
DARE COUNTY

ALVA C. WISE
REGISTERED SURVEYOR
DARE COUNTY, N.C.

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and declared this the 22nd day of October, 1982, by WALLACE L. BECKHAM and wife, ANN L. BECKHAM and FIRST WASHINGTON CORPORATION, a North Carolina Corporation hereinafter called Declarant; Avon, N. C.

WITNESSETH:

WHEREAS, 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. McKinnis, Jr., Registered Surveyor of Manteo, N.C., and recorded in Slide Cabinet B, Slide No. 114 in the Dare 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 declare and publish the covenants and restrictions which shall apply to the lands 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 real property shown on the aforesaid plats 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. No building or structure, including porches 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. 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 due to the configuration of individual 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 one or more lots may be used as one building site and the

ALDRIDGE,
SEAWELL
& KIRKLEY
ATTORNEYS AT LAW
P. O. BOX 439
MANTEO, N. C. 27954

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 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 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. Piling must be notched for band and bolted to same. All dwellings shall be constructed to comply with National Flood Insurance specifications.

7. 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 appurtenances 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.

11. 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 subdivision.

12. There shall be no signs, billboard, or advertising structures of any nature whatsoever placed on any lots or lands; nor shall there be any business, trade or profession conducted or practiced on the lots or lands.

ATKINS,
SEAWELL
& KILGORE
ATTORNEYS AT LAW
P. O. BOX 30
MARTIN, N. C. 27554

13. 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, 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 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 ten feet of each lot or parcel of land which abuts streets or roadways.

18. 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.

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 22nd day 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.

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 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 board of Directors, the day and year first above written.

Wallace L. Beckham (SEAL)
Wallace L. Beckham
Ann L. Beckham (SEAL)
Ann L. Beckham

(SEAL)

FIRST WASHINGTON CORPORATION

By: Ralph H. Hedges
President

ATTEST:

Secretary

NORTH CAROLINA
DARE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Wallace L. Beckham and wife Ann L. Beckham, personally appeared before this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 22nd day of October, 1982.

My Commission Expires: 9-11-85

Arthur K. Mink
Notary Public

NORTH CAROLINA
Beaufort COUNTY

I, a Notary Public of the County and State aforesaid, certify that Sally Respass 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 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 October, 1982.

Collene W. Polunski (Hife)
Notary Public

ALDRIDGE,
SEAVELL
& KIMBURY
ATTORNEYS AT LAW
P. O. BOX 299
MANTOLoking, N. C. 27554

My Commission Expires: October 24, 1987

NORTH CAROLINA
DARE COUNTY

The foregoing certificates of Patricia K. Duckins of Dare Co. NC's
Deed is 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.

Oliver S. Wingo BY Norma Jean Ward
Register of Deeds ~~Assistant~~/Deputy Register of Deeds

RECORDED Nov 9, 1982

JAN 10 1982

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

NORTH CAROLINA
DARE COUNTY

ALDRIDGE
RECORDS
P.O. BOX 339
MANTO, N.C.

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and declared this the 22nd day of October, 1982, by WALLACE L. BECKHAM and wife, ANN L. BECKHAM and FIRST WASHINGTON CORPORATION, a North Carolina Corporation hereinafter called Declarant: Avon, N. C.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property shown on those plats dated the 27 day of November, 1981, entitled "Revised Map of Sea Oats Subdivision" prepared by W. M. Meekins, Jr., Registered Surveyor of Manteo, N.C., and recorded in Slide Cabinet 9, Slide No. 113 in the Dare 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 declare and publish the covenants and restrictions which shall apply to the lands 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 real property shown on the aforesaid plats 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. No building or structure, including porches 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. 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 4 feet from any property line. Declarant reserves the right to make exceptions when it deems necessary due to the configuration of individual 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 one or more lots may be used as one building site and the

ALDRIDGE,
SEAWELL
& KHOURY
ATTORNEYS AT LAW
P. O. BOX 339
MANTO, N. C. 27954

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 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 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 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. Piling must be notched for band and bolted to same. All dwellings shall be constructed to comply with National Flood Insurance specifications.

7. 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 appurtenances 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.

11. 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 subdivision.

12. There shall be no signs, billboard, or advertising structures of any nature whatsoever placed on any lots or lands; nor shall there be any business, trade or profession conducted or practiced on the lots or lands.

13. 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, 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 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 ten feet of each lot or parcel of land which abuts streets or roadways.

18. 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.

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 22nd day 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.

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 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 Board of Directors, the day and year first above written.

Wallace L. Beckham (SEAL)
Wallace L. Beckham

Ann L. Beckham (SEAL)
Ann L. Beckham

FIRST WASHINGTON CORPORATION

By: Ralph L. H. Hylton
President

ATTEST:

Sally Respass
Secretary

NORTH CAROLINA
DARE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Wallace L. Beckham and wife Ann L. Beckham, personally appeared before this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 22nd day of October

Patricia K. McKinney
Notary Public

My Commission Expires: 9-11-85

NORTH CAROLINA
Currituck COUNTY

I, a Notary Public of the County and State aforesaid, certify that Sally Respass 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 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 October, 1982.

John W. Perkins (Not)
Notary Public

My Commission Expires: 9-11-85

ALDRIDGE,
SEAWELL,
& KIMBURY
ATTORNEYS AT LAW
P. O. BOX 516
MARTIN, N. C. 27554

NORTH CAROLINA
DARE COUNTY

The foregoing certificates of ~~Public K. Decker of Dare Co. NC~~
~~of Dare Co. NC~~ is 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.

Allen B. Wingo by Diana Wingo
Register of Deeds Assistant/Deputy Register of Deeds

RECORDED Nov 9, 1982

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

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NORTH CAROLINA
DARE COUNTY

FILED

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THE [REDACTED] and
declared this [REDACTED] day of August, 1985, by WALLACE L. BECKHAM and
wife, ANN L. BECKHAM, hereinafter called "Declarants" (whether by one
or more):

WITNESSETH:

WHEREAS, Declarants have heretofore filed a certain Declaration of
Protective Covenants recorded in [REDACTED]
[REDACTED] both of the Dare County Registry, and,

WHEREAS, Declarants have decided to [REDACTED] 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 [REDACTED] with
[REDACTED] shown on the plat recorded in [REDACTED]
[REDACTED] 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 main-
tenance of streets.

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

Wallace L. Beckham (SEAL)
Wallace L. Beckham

Ann L. Beckham (SEAL)
Ann L. Beckham

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 foregoing
instrument.

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

Brenda B. Sitt
Notary Public

My Commission expires: Sept. 26, 1988

NORTH CAROLINA
DARE COUNTY

The foregoing certificate(s) of Brenda B. Sitt a Notary
Public of the State of North Carolina 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.

Dorinda A. Bay BY Dorinda A. Bay
REGISTER OF DEEDS OF DARE COUNTY ASSISTANT/DEPUTY REGISTER OF DEEDS

ALDRIDGE,
SEAWELL
& KHOURY
ATTORNEYS AT LAW
P. O. BOX 119
MANTEO, N. C. 27954

RECORDED: OCT 21 1985

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

NORTH CAROLINA
DARE COUNTY

FILED

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS ^{85 AUG 30 PM 1 55}

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS ^{DO NOTED BY} and declared this 10th day of August, 1985, by WALLACE L. BECKHAM and wife, ANN L. BECKHAM, hereinafter called "Declarants" (whether one or more):

WITNESSETH:

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.

Wallace L. Beckham (SEAL)
Wallace L. Beckham

Ann L. Beckham (SEAL)
Ann L. Beckham

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 foregoing instrument.

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

Brenda B. Sitt
Notary Public

My Commission expires: Sept. 26, 1988

NORTH CAROLINA
DARE COUNTY

The foregoing certificate(s) of Brenda B. Sitt, a Notary Public of Dare County 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.

Dorinda G. Ray BY Dorinda G. Ray
REGISTER OF DEEDS OF DARE COUNTY ASSISTANT/DEPUTY REGISTER OF DEEDS

RECORDED: OCT 21 1985

JE.
L.
BY
TLMW
SP
27954

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

RECORDED 8 APR 23

NORTH CAROLINA
DARE COUNTY

ALVIN C. ROSE
REGISTER OF DEEDS
DARE COUNTY, N.C.

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and declared this the 22nd day of October, 1982, by WALLACE L. BECKHAM and wife, ANN L. BECKHAM and FIRST WASHINGTON CORPORATION, a North Carolina Corporation hereinafter called Declarant: Avon, N. C.

WITNESSETH:

WHEREAS, 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 Dare 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 declare and publish the covenants and restrictions which shall apply to the lands 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 hereinafore 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 assigns 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. No building or structure, including porches shall be erected or placed on any lot closer than 15 feet on any 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. Either side of a corner lot admitting 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 8 feet from any property line. Declarant reserves the right to make exceptions when it deems necessary due to the configuration of individual 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 one or more lots may be used as one building site and the

ALDRIDGE,
SEAWELL
& KNOX
ATTORNEYS AT LAW
P. O. BOX 100
MANTEO, N. C. 27954

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

THIS 5th DAY OF January, 1982

Barbara M. Gray
REGISTER OF DEEDS OF DARE COUNTY

BY James S. Vester
ASSISTANT REGISTER OF DEEDS

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 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 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. Eaves must be notched for hand and bolted to same. All dwellings shall be constructed to comply with National Flood Insurance specifications.

7. 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 appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, wrecks 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.

11. 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 subdivision.

12. There shall be no signs, billboard, or advertising structures of any nature whatsoever placed on any lots or lands; nor shall there be any business, trade or profession conducted or practiced on the lots or lands.

13. 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, 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 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 ten feet of each lot or parcel of land which abuts streets or roadways.

18. 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.

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 22nd day 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,
SEAWELL
& KITCHEN
ATTORNEYS AT LAW
P. O. BOX 319
DARTMOUTH, N. C. 2754

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 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 WITNESS 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 board of Directors, the day and year first above written.

Wallace L. Beckham (SEAL)
Wallace L. Beckham

Ann L. Beckham (SEAL)
Ann L. Beckham

(SEAL)

FIRST WASHINGTON CORPORATION

By: Ralph H. Halpern
President

ATTEST:

Secretary

NORTH CAROLINA
DARE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Wallace L. Beckham and wife Ann L. Beckham, personally appeared before this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 27th day of October, 1942.

My Commission Expires:
9-1-45

Stewart K. Mubius
Notary Public

NORTH CAROLINA
Blount County

I, a Notary Public of the County and State aforesaid, certify that Sally Jessup 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 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 October, 1942.

John W. Pollock (Not.)
Notary Public

My Commission Expires:
January 24, 1947

ADDRESSES
SEAWELL
& KIRKBY
ATTORNEYS AT LAW
P. O. BOX 210
MARBLEHEAD, N. C. 28544

NORTH CAROLINA
DARE COUNTY

The foregoing certificate of Arthur K. McKinnis of Dare Co. NC's
James W. Blumley (1982) is is 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.

Allen S. Sandoz BY Debra Sandoz
Register of Deeds Assistant/Deputy Register of Deeds

RECORDED Nov 9, 1982