

BOOK 134 PAGE 103

## DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION, made this 18th day of October, 1965, by  
WIMBLE SHORES, INC.,

## W I T N E S S E T H :

That Wimble Shores, Inc., is the owner of certain lands situate in Kinnakeet Township, Dare County, North Carolina, near Salvo, and shown on a certain plat entitled "Wimble Shores, Inc.," by P. F. Crank, Jr., Registered Surveyor, dated August 20, 1965, and duly recorded in Map Book 2 at page 243, of the Public Registry of Dare County, North Carolina;

And whereas, Wimble Shores, Inc., as owner intends to develop the lots shown on said plat, numbers 1 and 37 excluded from such development, in a common scheme of development, to the end that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of lots of land shown on said plats; and it is the purpose of this declaration to declare and make known the covenants and restrictions which shall apply to the land shown on the aforesaid map;

NOW, THEREFORE, the said Wimble Shores, Inc. does by this instrument declare and make known that the following Covenants and Restrictions are to run with the land shown on the map hereinbefore designated and shall be binding on all parties and persons claiming under them.

1. That the fee simple title to the streets, roads, lanes, canals, private areas shown on said plat hereinbefore designated as "Wimble Shores, Inc." is reserved unto the Owner for the use and benefit of itself, its successors and assigns; and an easement for the purpose of drainage and the construction, installation and maintenance of utilities, roads, and for the purpose of ingress and egress to and from the lots and roadways as retained by the Owner over and upon the fifteen feet of land abutting the roadway

the North and South side of said roadway.

2. None of the lots numbered and shown on said plat shall be used for manufacturing or any commercial purposes of any kind or character whatsoever; nor shall any advertising signs, 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 numbered lots.

3. The lots shown on the aforesaid plat shall be used exclusively for residential purposes and no more than one residence shall be erected on any of the lots shown on the aforesaid plat, but 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 in which event the side line easements referred to herein shall apply to the outside perimeter property line of the combined lots acquired by said one property owner. No lot may be resubdivided without written joinder of the Declarant.

4. In order to preserve a desirable beauty and to protect purchasers of this property from having undesirable types of architecture placed on abutting properties with the consequent depreciation to the whole, all elevations plans, building plans, specifications, and settings for each structure to be erected shall be approved by Declarant, and evidenced by the approved copy of the elevation plans left in the permanent possession of the Declarant. Any additions to such premises, including fencing, will require like additional approval.

5. All toilet 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,

6. No house trailer, tent, shack or other temporary building shall be erected or placed on the lands within the subdivision, except such temporary buildings as may be necessary for the storage of materials or the convenience of workmen during the erection of residences upon said lands.

7. These conditions and restrictions shall be binding upon all parties, or those claiming under them until January 1, 1985, at which time said conditions, and restrictions shall automatically be extended for successive periods of ten years each, unless, by vote of the then owners of record of a majority of the lots shown on said Wimble Shores, Inc. map herein referred to, it is agreed, on or before such expiration date, to change the conditions and restrictions in whole or in part.

8. Enforcement of these covenants may be by the Declarant or any owner in the subdivision, either for equitable restraint against the violation thereof, or at law for damages by virtue of such violation, and the invalidation of any one of the conditions and restrictions shall in no wise affect any other of such provisions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, WIMBLE SHORES, INC., THE DECLARANT has caused this DECLARATION to be executed in its corporate name by its President, attested by its Secretary, and its common corporate seal affixed hereto, all by authority of its Board of Directors, duly and legally given this day and year first above written.

WIMBLE SHORES, INC.

By Dorothy F. Long  
President

ATTEST:

[Signature]  
Secretary



## NORTH CAROLINA

## DARE COUNTY

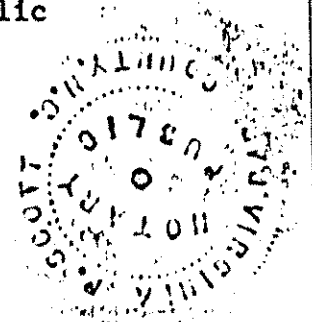
This 25th day of June, 1966, Donald F. Lang personally came before me, Virginia P. Scott, a Notary Public of Dare County, North Carolina, who, being by me duly sworn says that he is President of Wimble Shores, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said Donald F. Lang acknowledged the said writing to be the act and deed of said corporation.

Virginia P. Scott  
Notary Public

## NOTARIAL SEAL

My commission expires:

June 16, 1968



## NORTH CAROLINA

## DARE COUNTY

The foregoing certificate of Virginia P. Scott, a Notary Public of the County of Dare, State of North Carolina, is adjudged to be correct. Let the instrument with the certificate be registered.

This the 6 day of July, 1966.

Osullivan  
CLERK OF SUPERIOR COURT  
DARE COUNTY, NORTH CAROLINA

Filed for registration on the 6 day of July 1966 at 4 o'clock P. M. Melvin R. Daniel  
Register of Deeds

Recorded July 15 1966  
Melvin R. Daniel  
Register of Deeds, Dare County, N. C.  
By Estelle B. Zittel