

NORTH CAROLINA
DARE COUNTY



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BEACH LAKE SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions made and declared this 30th day of March, 2001, by JOHN T. KYLE FINE HOMES OF HATTERAS ISLAND, INC., a North Carolina limited liability company hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the developer and owner of certain real property shown on that plat entitled "Final Subdivision Plat Entitled Beach Lake" Kinnakeet Township - Dare County - North Carolina, showing six (6) lots on Hatteras Island, Kinnakeet Township, Dare County, North Carolina, prepared by Seaboard Surveying and Planning, Inc., Registered Surveyor, and recorded in Plat Cabinet E at Slide 436, Dare County Registry;

WHEREAS, Declarant intends to develop the lots and property shown on said plat 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 or parcels shown on the aforesaid described plat (hereinafter "the Subdivision");

WHEREAS, it is the purpose of this Declarant to declare and publish the covenants, conditions and restrictions which shall apply to the lands shown on the aforesaid described plat;

THEREFORE, Declarant does hereby declare and make known and publish that the following covenants, conditions and restrictions shall run with the lands and lots shown on the plat herein-before described, and said covenants, conditions and restrictions shall be binding on all parties, entities or person purchasing real property shown on the aforesaid plat or their heirs or designees or any other person claiming under them.

THE COVENANTS, CONDITIONS AND RESTRICTIONS ARE AS FOLLOWS:

1. No lots 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 (including home occupations), or for the carrying on of any



business, or a hotel, motel, rooming house or boarding house. This restriction does not prohibit the rental of a residence as a vacation home.

2. No lot may be used as a street, lane, way or easement over which access might be obtained to adjacent properties not a part of this subdivision without the specific written consent of Declarant.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs and cats, or any common household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

4. Lots included in this Declaration shall be used exclusively for residential purposes, but when one owner acquires two or more adjoining lots, then, in that event, the joining two lots may be used as one building site in which event the side line easements and setbacks 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 the written joinder of the Declarant, and under no circumstances may a lot be resubdivided for the purpose of creating additional lots. However, there may be added to or combined with any lot as shown on the recorded plat all or a portion of another lot or lots to produce a larger building site.

5. No trailer, mobile home, modular home or any temporary structures, such as tents, shacks, garages, barns or other outbuildings shall be used on any lot in this subdivision at any time as a permanent or temporary residence. A modular home shall be defined as a factory-fabricated, transportable building designed to be used by itself or to be incorporated with similar units at a building site into a modular structure. This term is intended to apply to major assemblies and does not include pre-fabricated panels, trusses, plumbing trees, and other pre-fabricated sub-elements, which are to be incorporated into a structure at a site.

6. No noxious or offensive activity shall be carried on upon a lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. ~~An easement~~ is retained by the Declarant over and upon the 10 feet across each parcel of land contiguous with all street frontages and all sidelines for the purpose of drainage.



d the construction, installation and maintenance of utilities, ads, and for the purpose of ingress and egress to and from the lots and roadways. In addition, the Declarant reserves and retains easements for such additional purposes as may be shown on the above reference plat.

8. Walls and fences shall be ornamental in character and shall not be constructed to a height greater than four feet without permission of the Declarant.

9. No building or structure, including porches and steps, shall be erected or placed on any lot closer than the setback lines shown on the referenced plat.

10. The exterior of any residence or other improvement or alteration must be completed within twelve (12) months of the commencement of construction of said residence. Exteriors must be approved by the Declarant as outlined herein. No T1-11 sheet siding shall be allowed on the main structure but can be used for enclosures underneath the residence.

11. All improvements and land-disturbing activities on any lot shall first be approved by the Declarant or assigns as outlined herein.

(a) All building plans and specifications for any and all structures to be constructed in the Subdivision, including any and all exterior additions to or change or alteration thereto, shall be approved by the Declarant prior to the beginning of construction. Declarant's address is P.O. Box 947, Avon, NC 27915. Front, rear and side elevations, together with specifications on the exterior siding, square footage, windows, doors, roofing and exterior colors must first be submitted to the Declarant for review and approval prior to the beginning of construction, to include site work. In the event that Declarant fails to approve or reject such plans within thirty (30) days of receipt of same, said plans and specifications shall be deemed to be approved.

(b) Prior to commencement of construction of improvements, or clearing of any lot, other than by hand, the owner shall place a temporary or permanent driveway to provide entry to the lot from the road. A 16-gauge corrugated steel culvert shall be placed under this driveway and in line with the existing roadside swells. The culvert shall be a minimum of 15 inches in diameter, at least 15 feet long, and set to ditch grade. All driveways shall be made of concrete, asphalt or other such



non-permeable material as may be approved by the Declarant. Filling in of any vegetated conveyances (ditches, swells, etc.) associated with the Subdivision, except for average driveway crossings as permitted in this paragraph is specifically prohibited by any person.

(c) Despite setbacks established on the Plat or by Dare County Zoning Ordinance, the site and location of any house or dwelling or other structure upon any lot shall be controlled by and must be approved by the Declarant.

(d) All trash and debris shall be cleaned from the site within thirty (30) days after completion of the main structure on any lot. During construction trash and debris shall be removed from the site to prevent unsightly accumulations and the resulting spread thereof to adjacent property. Upon a lot owner's failure to collect and dispose of such trash and debris within thirty (30) days after receipt of written notice from the Declarant, Declarant may collect and dispose of same at the lot owner's expense.

(e) No structure, planting or other material may be placed in such a manner or location as to impede the installation and maintenance of utilities and drainage facilities, unless the location and manner of use thereof has been first approved in writing by the Declarant.

12. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; and in event of destruction by fire or other casualty, premises are to be cleared and debris removed within ninety (90) days from the date of such casualty. No junk, wrecks or inoperable automobile, truck, bus or boat shall be permitted to remain on the property, nor shall unsightly material be stored thereon. Owners of unoccupied lots shall at all times keep and maintain their property in an orderly manner and prevent the accumulation of rubbish and debris on the premises.

13. No structure shall be used at any time either temporarily or permanently as a residence until the exterior is completed in accordance with Paragraph 10 above and all sanitary facilities are fully operative.

14. No residential structure which contains fewer than 960 square feet of enclosed and heated living area may be constructed on any lot.



15. Areas lying below residential structures except porches must be enclosed by wood slats placed Horizontal or vertical, separated by open spaces of equal width to be placed in those areas not enclosed by walls of storage rooms or garages. Slats may either remain natural woodgrain unpainted, be painted white or the color of the residence siding.

16. The streets and roads within the Subdivision are dedicated to public use and were constructed in accordance with the minimum standards at the time of construction sufficient to allow their inclusion in the North Carolina State Highway System for maintenance. Until such time as the street may be accepted by the North Carolina Department of Transportation for maintenance, the maintenance of said street shall be the sole responsibility of adjoining property owners.

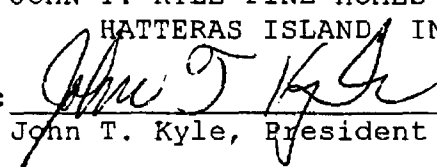
17. The foregoing conditions, restrictions and easements shall be binding upon all purchasers of sites in said subdivision covered by these restrictions, and upon all persons claiming under them until January 31, 2030, at which time the said conditions, reservations, easements, and restrictions shall 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 plats, it is agreed, on or before such expiration dates, to change the said conditions, reservations, easements, and reservations, in whole or in part.

18. For a period of ten (10) years after the date hereof the Declarant may amend these covenants by the registration of such amendments in the office of the Dare County Register of Deeds. Enforcement of these covenants may be by Declarant, or any owner in the subdivision, either for equitable restraint against the violation thereof, or at the law for damages by virtue of such violation, and the invalidation of any one of the conditions and restriction shall in no way affect any other such provision, all of which shall remain in full force and effect.

IN WITNESS WHEREOF Declarant has caused this instrument to be executed the day and year first above written.

JOHN T. KYLE FINE HOMES OF
HATTERAS ISLAND, INC.

By:


John T. Kyle, President



NORTH CAROLINA
DARE COUNTY

I, a Notary public of the County and State aforesaid, certify that John T. Kyle, personally came before me this Day and acknowledged that he is President of John T. Kyle Fine Homes of Hatteras Island, Inc., a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal this the 30th day of March, 2001.

Carol A. Haywood
Notary Public

My commission expires:

August 31, 2001



North Carolina
Dare County

The foregoing certificate of Carol A. Haywood
A Notary Public of Dare Co., North Carolina
is certified to be correct. This instrument and this certificate are duly registered at the
Date and Time in the Book and Page shown on the first page hereof.

Barbara M. Gray, Register of Deeds

By: Anthony Tillet
Deputy Register of Deeds