

BK 586 pg 0833

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DECLARATION OF PROTECTIVE COVENANTS
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OF
SOUTHERN NEEDS
COTTAGE COURT SUBDIVISION
FAYETTEVILLE, N.C.

THIS DECLARATION OF PROTECTIVE COVENANTS, made this 24th day of August, 1988, by ROBERT R. SCOTT, hereinafter called "Developer",

W I T N E S S E T H:

THAT WHEREAS, Developer is the owner of all those certain lots known as Cottage Court Subdivision as shown on plat thereof made by Southern Surveying, Surveyors, dated November 1987 and recorded in Plat Cabinet C, Sheet 47-C, Public Registry of Dare County, North Carolina;

AND WHEREAS, Developer intends to sell lots in the said subdivision subject to certain protective restrictions, reservations, easements and covenants in order to insure the most beneficial development of the said subdivision as a residential subdivision and to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment thereof, and it is the purpose of this Declaration to declare and make known the covenants, easements, conditions and restrictions which shall apply to the lands as shown on said plat.

NOW, THEREFORE, Developer hereby declares and makes known that the following restrictions, easements, reservations and covenants are hereby imposed upon the said properties which shall run with the land in the subdivision and shall be binding upon Developer, its agents, successors and assigns, and upon all parties, entities and persons claiming by, through or under Developer.

1. Easement. All lots shown on said plat shall be conveyed subject to and together with easements as follows:

(a) Easements of right-of-way to the public utility companies and cablevision companies for the placing and maintenance of wiring to serve the subdivision.

(b) Subject to and together with an easement of ingress and egress over and across the private road extending from O'Neal Lane to M. C. Hwy. #12.

(c) Lots 3 and 4 are subject to the access rights of others along the North lines abutting Ocean Waves Campground as shown on the plat; Owners of lot 4 shall have a right of access over the North five (5) feet of lot 3. lot 1 is subject to a five (5) foot wide access easement in favor of others entitled thereto including but not limited to owners of Lots 4 and 5 and those to whom Developer may convey such rights.

(d) A five foot easement is reserved along all lot lines for the purpose of conveying utility easements.

2. Each lot in the subdivision shall be used exclusively for residential purposes, and no more than one single family residence shall be erected on any of the lots shown on the aforesaid plat. If one owner acquired two or more adjoining lots, the adjoining one or more lots may be used together as the building site for a single family residence or duplex family residence. No lot may be subdivided nor shall any lot be used for access to the lands of the U. S. of America (except as shown on the subdivision plat or described herein) without the written, recordable consent of the Association, hereinafter referred to.

3. No dwelling shall be constructed on any one building site containing less than 1200 square feet of living area. There shall be excluded from the above definition and calculation garages, breezeways, porches and unfinished attics.
4. All toilet and sewage disposal systems installed upon said lots shall be in accord with the rules and regulations of the North Carolina Department of Health and no outside or chemical toilets are permitted.
5. All structures shall be completed on the exterior and any alterations to the original structure within six months after construction has commenced, and all ground disturbed during construction must be planted within sixty days. Garbage cans shall be kept in garbage racks unless otherwise required by the appropriate sanitation authority.
6. No trailer, tent, shack or other temporary building shall be erected or placed on the lands within the subdivision, except that a temporary building necessary for the storage of materials or the convenience of workmen, shall be permitted during the erection of a residence upon said lands, and such temporary structure shall be removed from said premises upon issuance of an occupancy permit for such residence.
7. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; and in the event of destruction or casualty, premises are to be cleared and debris removed within sixty days from the date of such casualty. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings, other structures, including garbage can racks, or grounds on his lot which shall tend substantially to decrease the beauty of the neighborhood and of the subdivision as a whole.
8. No signs of any kind, excepting signs advertising the property for rent or for sale, or identifying the owner or occupant of the property, shall be erected on any lot, and no animals, livestock or poultry of any kind shall be raised, bred, or kept for any purpose on the lots herein conveyed, other than the commonly accepted domestic pets, which shall not be permitted to run at large.
9. No lot in the community may be used as a street, lane, right of way or easement over which access might be obtained to adjacent properties, without the written, recordable consent of the Association and Developer if living.
10. No lot in the community shall at any time be used or occupied for the manufacture or sale of any articles or for any commercial purpose of any kind or character whatsoever, or for the carrying on of any business.
11. The lot owners shall be responsible for the maintenance and repair of the right of way road as shown on the above plat and for upkeep of such common areas as may be owned by the Association, hereinafter referred to.
12. For the purpose of enforcing the restrictive covenants and maintenance of the private entrance right of ways, service road and dumpster pad, the Developer has caused to be formed the Collage Court Lot Owners Association, Inc., a corporation, and all owners of said lots as shown on the plat shall become members of said Association;
13. The purpose of the said Association is the operation and maintenance of the private road and common areas and, upon consent of the majority of the members of the Association, the Board of Directors may assess for capital improvements of the common areas.

b. That each lot owner shall initially be assessed the sum of Twenty-Five and No/100 Dollars (\$25.00) per original lot. The Board of Directors of the Association may, after consideration of maintenance costs and future needs of the Association, fix the actual assessment for any year at a higher or lesser amount. The Association may also assess a penalty for late payment.

c. The annual assessment provided for herein shall begin on the first day of January 1988 and the assessment for each succeeding year shall become due and payable on the first day of January of each calendar year thereafter.

d. If the assessments are not paid when due then such assessments shall become delinquent and shall, together with interest, penalties and cost of collection thereof, as hereinafter provided, become a continuing lien on the property. The lien created herein shall be prior to all other liens except (a) liens for real estate taxes due and unpaid, (b) all sums unpaid on Deeds of Trust and other encumbrances recorded against the unit prior to the docketing of this lien, and (c) materials and mechanics liens.

e. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, enforceable in the same manner as deed of trust or lien.

f. The responsibility to become a member of the lot owner association is absolute and becomes effective whether or not the lot owner has built a structure on his lot.

g. That no restriction, easement, covenant or condition imposed by this declaration shall be construed or interpreted as personal to the Developer herein unless specifically provided, and the Association shall have all rights reserved in any easement, covenant, restriction or condition imposed on the said land as shown on said plats in this Declaration.

h. The Association shall have one class of voting membership. When more than one person owns any original lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any such original lot. If an original lot is divided, then the owners of the portion of the divided lot and the original lot shall have one vote for the original lot and a percentage of one vote for the divided lot.

i. The Association shall provide in its Bylaws, rules and regulations for the community, as adopted by the Association members.

13. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by then owners of all of the original lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

14. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing. It shall be the responsibility of each member of the Association to keep the Association advised of his current address.

15. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damage, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in force and effect.

IN WITNESS WHEREOF, the Developer has hereunto set his hand and seal, the day and year first above written.

Robert R. Scott (SEAL)
Robert R. Scott

Diane W. Scott (SEAL)
Diane W. Scott

STATE OF: North Carolina COUNTY OF: Maitauga

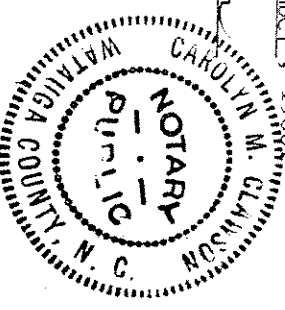
I, a Notary Public of the County and State aforesaid, certify that ROBERT R. SCOTT AND DIANE W. SCOTT personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 2nd day of September, 1988.

Carolyn M. Clawson
Notary Public

My Commission Expires:
3/15/93

North Carolina
Dare County



The foregoing certificate of Carolyn M. Clawson 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.

David B. Day BY: Diane W. Scott
REGISTER OF DEEDS ASSISTANT REGISTER OF DEEDS