

NORTH CAROLINA  
DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants made and declared this 15th day of August, 1974, by WARREN D. PALEY and wife, CLAIRE PALEY, and EDGEMITT BROTHERS, INC., hereinafter called "Declarants":

W I T N E S S E T H :

WHEREAS, Declarants are the owners of certain real property shown on that plat entitled "Palisade Acres", Kinnekeet Township, Dare County, North Carolina, prepared by William F. Clark, Registered Surveyor, of Manteo, North Carolina, and recorded in Map Book 6, at page 65, Dare County Registry;

WHEREAS, Declarants intend 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;

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

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 hereinbefore described, and said covenants and restrictions shall be binding on all parties, entities or persons purchasing real property shown on the aforesaid plat or their heirs or designees or any other person claiming under them.

THE COVENANTS, RESTRICTIONS AND DECLARATIONS ARE AS FOLLOWS:

1. 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 is retained by the Declarants over and upon the 10 feet of each parcel of land abutting streets or roadways.
2. 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, or for the carrying on of any business, or a hotel, motel, rooming house or boarding house.
3. Lots included in this Declaration shall be used exclusively for residential purposes and no more than one residence shall be erected on any of the lot 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 joined lots acquired by said one

property owner. No lot may be resubdivided without the written joinder of the Declarants, 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 plot or site.

4. No structure of a temporary character, including but not limited thereto, trailer of any kind, tent, shack, garage, barn, or other outbuilding shall be used or allowed on any lot at any time either temporarily or permanently, except such temporary structures as may be necessary for the storage of materials or the convenience of workmen during the erection of residences upon said lands, and such temporary structures as may be required by Declarants during the period of development and sales. No temporary structure provided for the storage of materials or the convenience of workmen shall be used on any lot at any time as a residence either temporarily or permanently.
5. 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, no residence, improvements or alterations on said premises shall be constructed or started until the construction plans and specifications and a plan showing the location of the structure on the lot have been submitted in writing and approved by Declarants, their heirs and assigns, and evidenced by the approved copy of such plans and specifications left in the permanent possession of the Declarants. Any additions to such premises, including fencing will require like additional approval.
6. The ground floor of a residence, exclusive of porches and garages, shall be not less than 700 square feet for a one-story dwelling, or less than 500 feet square for a dwelling of more than one story.
7. The exterior of any residence or other improvement or alteration must be completed within six months of the commencement of construction of said residence, alteration or improvement in accordance with the construction plans and specifications as approved by Declarants.
8. No structure shall be used at any time either temporarily or permanently as a residence until the exterior is completed in accordance with Paragraph 7 above and all sanitary facilities are fully operative.
9. No lot may be used as a street, lane, way or easement over which access might be obtained to adjacent properties without the specific written consent of Declarants.
10. No sign of any kind shall be displayed on any lot except one advertising the property for sale or rent or signs used by Declarants to advertise lot sales in the development.
11. 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.
12. 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 they are not kept, bred, or maintained for any commercial purpose.
13. All service utilities, fuel tanks, woodpiles and trash and garbage accumulations are to be enclosed within a fence or wall of a type and size approved by the Declarants so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision.
14. All wells and 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 Declarants and said Health Department. No outside toilets will be permitted under any circumstances.

15. All buildings, structures and their appurtenances shall be maintained in a suitable state of repairs; and in event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of such casualty.
16. Walls and fences shall be ornamental in character and may not extend into a front yard any further than the front set-back line of the house.
17. No building or structure, including porches, shall be erected or placed on any lot closer than allowed on the recorded plat.
18. The purchaser of each lot shall have an easement of right of way for the purposes of ingress and egress to and from the lands of the United States of America, upon which is situated the Atlantic Ocean by virtue of an easement owned by the Declarants and located on the East side of the Hatteras Highway between Lots 13 and 14.
19. Modification of the limitations of Paragraph 6 and Paragraph 17 hereof may, when in the opinion of the Declarants it is to the best interest of this subdivision, be modified by an agreement and consent between the Declarants and a lot owner provided that the owners on each side of the affected lot join in such modification in writing.
  - Modification of these restrictions as to Lot 27 may be freely made, in writing, by Midgett Brothers, Inc., whenever Midgett Brothers, Inc. deems changes to be necessary or desirable.
20. Enforcement of these covenants may be by Declarants 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.
21. Declarants reserve the right to bring other property belonging to Declarants under these protective covenants by filing a supplementary declaration hereto.
22. The foregoing conditions, reservations, easements and restrictions shall run with the land and be binding upon all purchasers of sites in said subdivision covered by these restrictions, and upon all persons claiming under them until January 1, 1990, 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 sites shown on said plat, it is agreed, on or before such expiration dates, to change the said conditions, reservations, easements, and restrictions, in whole or in part.

IN TESTIMONY WHEREOF, the individual Declarants have hereunto set their hands and seals the day and year first above written, and in further testimony whereof the said MIDGETT BROTHERS, INC. has caused this instrument to be executed in its name and behalf by its President, and attested by its Secretary and its corporate seal affixed hereto, all as the act and deed of the said corporation by its authority duly and legally given, the day and year first above written.

Warren D. Paley (SEAL)  
Warren D. Paley

BY: Heath Paley (SEAL)  
Attorney-in-Fact

Claire Paley (SEAL)  
Claire Paley

BY: Heath Paley (SEAL)  
Atto-in-Fact

MIDGETT BROTHERS, INC.

BY: J. Strober Midgett  
President

ATTEST:

Juliana Midgett  
SecretarySTATE OF NORTH CAROLINA  
COUNTY OF DARE

This 15<sup>th</sup> day of August, 1974, personally came before me, Josephine M. Jennette, a Notary Public of the aforesaid State and County, J. Strober Midgett, who, being by me first duly sworn, says that he is President of MIDGETT BROTHERS, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that the said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said J. Strober Midgett acknowledged the said writing to be the act and deed of the said corporation.

WITNESS my hand and notarial seal, this 15<sup>th</sup> day of August, 1974.

Josephine M. Jennette  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

2-7-76STATE OF North Carolina  
County of Dare

I, Josephine M. Jennette, a Notary Public do hereby certify that Heath Paley, Attorney-in-Fact for Warren D. Paley and wife, Claire Paley, personally appeared before me this day, and being by me first duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Warren D. Paley and wife, Claire Paley, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Dare County, North Carolina, on the 28th day of September, 1973, in Book 204, Page 475, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said Heath Paley acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Warren D. Paley and wife, Claire Paley.

WITNESS my hand and notarial seal, this 15<sup>th</sup> day of August, 1974.

Josephine M. Jennette  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

2-7-76NORTH CAROLINA  
DARE COUNTY

The foregoing certificates of Josephine M. Jennette, a Notary Public of Dare County, North Carolina, ~~XXXXXX~~, ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~, are certified to be correct.

PRESENTED for registration this 3rd day of September, 1974, at 4:35 o'clock P.M., and recorded in this office in Book 204, Page 475.

Estelle L. Gray  
REGISTERED CLERK

BY: \_\_\_\_\_

REGISTERED ON \_\_\_\_\_

NORTH CAROLINA  
DARE COUNTY

THIS CONSENT TO COVENANTS made and Declared this the 6th day of September, 1976, by T. STOCKTON MIDGETT and wife, ELIZABETH A. MIDGETT, ANDERSON MIDGETT and wife, KATHRYN H. MIDGETT, hereinafter called "Declarants":

W I T N E S S E T H :

WHEREAS, Declarants are tenants in common of certain real property shown on that plat entitled "Palisade Acres, Kennebec Township, Dare County, North Carolina" prepared by William F. Clark, Registered Surveyor of Macon, North Carolina, and recorded in Map Book 6, at page 55, Dare County Registry; and,

WHEREAS, other tenants in common filed a certain Declaration of Protective Covenants dated 15 August 1974 and recorded in Book 215 at page 131, Dare County Registry, which covenants purported to apply to the property known as "Palisade Acres"; and,

WHEREAS, these named Declarants failed, through inadvertence, to sign the said Declaration of Protective Covenants but freely thereto give their consent;

NOW, THEREFORE, these Declarants do hereby declare, make known and publish that the covenants and restrictions recorded in Deed Book 215 at page 131, Dare County Registry, shall run with the lands and lots shown on the plat hereinbefore described and said covenants and restrictions shall be binding on all parties, entities or persons purchasing real property shown on the aforesaid plat or their heirs or designees or any other persons claiming under them.

IN WITNESS WHEREOF the said Declarants have hereunto set their hands and seals the day and year first above written.

T. Stockton Midgett (SEAL) Anderson Midgett  
Elizabeth A. Midgett (SEAL) Kathryn H. Midgett

STATE OF North Carolina  
CITY/COUNTY OF Dare

I, Josephine M. Jeanecke, a Notary Public in and for the aforesaid State and Dare County, do hereby certify that T. STOCKTON MIDGETT and wife, ELIZABETH A. MIDGETT, and ANDERSON MIDGETT and wife, KATHRYN H. MIDGETT, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 15 day of September, 1976.

Josephine M. Jeanecke  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

2-7-81

NORTH CAROLINA  
DARE COUNTY

The foregoing certificate of Josephine M. Jeanecke, Notary Public in and for Dare County, N. C., is certified to be correct.

PRESENTED for registration this the 20th day of September, 1976, at 11:45 o'clock A.M., and recorded in this office in Book 215, Page 131.

Estelle B. C. West  
REGISTER OF DEEDS

BY:

Deon G. C. West  
ASSISTANT REGISTER OF DEEDS