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ALVA G. WISE
REGISTER OF DEEDSNORTH CAROLINA
DARE COUNTYSUPPLEMENTAL DECLARATION
OF PROTECTIVE COVENANTS

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS made and declared this the 20th day of December, 1978, by JDH CORPORATION, hereinafter called "Declarant":

WHEREAS, Declarant is the owner of certain property shown on the plat entitled "Sea Isle Hills" recorded in Map Book 9, at page 38, Dare County Registry; and,

WHEREAS, Declarant is also the owner of property shown on the plat entitled "Sections One, Four and A Revised Portion of Sec. Five, Sea Isle Hills" recorded in Plat Cabinet A, at Slide 138, Dare County Registry; and,

WHEREAS, Declarant intends to develop the properties under a common scheme of development so that the restrictions recorded in Deed Book 240 at page 576, Dare County Registry, shall inure to the benefit of all lot owners shown on the plats;

NOW, THEREFORE, Declarant hereby declares that the Protective Covenants appearing in Deed Book 240 at page 576, Dare County Registry, shall hereafter additionally be applicable to the lots shown on the plat entitled "Sections One, Four and A Revised Portion of Sec. Five, Sea Isle Hills" and recorded in Plat Cabinet A, at Slide 138, Dare County Registry, except Lots 1-1 and 1-2 of Section One shall not be restricted to residential uses, it being the specific intention of the Declarant that those lots can be used for commercial purposes.

IN WITNESS WHEREOF the said JDH CORPORATION has caused this instrument to be executed in its name 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.

JDH CORPORATION

BY: Donald F. Lang

President

ATTEST:

Carol L. Ladd

Acting Secretary

STATE OF North Carolina CITY/COUNTY OF Dare

This 23rd day of February, 1979, before me, the undersigned Notary Public in and for the aforesaid State and County, personally came DONALD F. LANG, who, being by me first duly sworn, says that he is President of JDH CORPORATION, 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 he acknowledged the said writing to be the act and deed of the said corporation.

WITNESS my hand and notarial seal, this 23rd day of February, 1979.

MY COMMISSION EXPIRES:

2-7-81Josephine M. Jennette
NOTARY PUBLIC

NORTH CAROLINA, DARE COUNTY

The foregoing certificate of Josephine M. Jennette, a Notary Public of Dare County, North Carolina, 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.

Alva G. Wise

REGISTER OF DEEDS

3-4-79

Prepared by & Return to: BK 661 PG 0061
Herbert L. Thomas
P. O. Drawer 3100
Kill Devil Hills, NC 27948

FILED

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NORTH CAROLINA
DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

DORRIS A. FRY
REGISTER OF DEEDS
DARE COUNTY, N.C.

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this the 18th day of September, 1989, by William B. Shaffer, Jr. and Gregory J. Meurer, Co-Trustees of the Anna Margaret Venn Trust and Ralph G. Reed, Jr. and wife, Frieda E. Reed, hereinafter called "Declarants":

WHEREAS, Declarants are the owners of certain real property shown on that plat entitled "Plat for Sea Isle Hills, Section 8" and recorded in Plat Cabinet C, Slide 34A, Dare County Registry;

WHEREAS, Declarants are the owners of certain real property shown on that plat recorded in Plat Cabinet C, Slide 69E, Dare County Public Registry;

WHEREAS, Declarants intend to develop certain of 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 or parcels shown on the aforesaid described plats;

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 plats hereinbefore described, and said covenants and restrictions shall be binding on all parties, entities, or persons purchasing said lots or their heirs or designees or any other person claiming under them.

THE COVENANTS, RESTRICTIONS, AND DECLARATIONS ARE AS FOLLOWS:

1. No lots shall 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, for a hotel, motel, rooming house, or boarding house. This provision shall not be construed to prohibit seasonal rentals of structures constructed on any lots.
2. Lots shall be used exclusively for residential purposes and no more than one residence shall be erected on any of the lots, but when one owner acquires two or more adjoining lots or part of an adjoining lot then and in that event, the adjoining one or more lots or part of an adjoining lot 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 property owner. No lot may be subdivided, and under no circumstances may a lot be resubdivided for the purpose of creating additional lots.
3. Physicians, dentists, and other professionals, shall not be restricted from maintaining offices on the real estate whenever such office is maintained as part of a residence.
4. Two-family houses shall be permitted on lots which are not less than one hundred (100) feet wide and one hundred twenty (120) feet deep. The combined floor space of such houses shall be not less than 1,200 square feet.

BK 661 PG 0062

5. No structure of a temporary character, including but not limited thereto, trailers 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 structure as may be required by lot owners during the construction on their lots. 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.
6. No mobile homes or house trailers shall be located or permitted on a lot or lots.
7. The ground floor of a single family residence, exclusive of porches and garages, shall be not less than 700 square feet for a one-story dwelling, or 500 square feet for a dwelling of more than one story.
8. The exterior of any residence or other improvement or alteration must be completed within six (6) months of the commencement of construction of said residence, alteration or improvement in accordance with the construction plans and specifications.
9. No structure shall be used at any time either temporarily or permanently as a residence until the exterior is completed in accordance with Paragraph 8 above and all sanitary facilities are fully operative.
10. No sign of any kind shall be displayed on any lot except one (1) professional sign of not more than one (1) foot square and one (1) sign of not more than five (5) square feet advertising the property for sale or rent.
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 that 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 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 in the subdivision.
14. All buildings, structures, and 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 of debris within 90 days from date of such casualty.
15. No fences shall be constructed on the lots exceeding 60 inches in height above ground level.
16. Any grading of lots or changing of existing contours shall be accomplished with a minimum relocation of soil and sand and the destruction of trees and vegetation shall be limited to that required for the location of a house or appurtenance thereon.

BK 661 PG 0063

17. All lot owners shall have the use of the areas designated as "walks." X
18. 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, 1996, at which time the said conditions, reservations, easements, and restrictions shall automatically be extended for further successive periods of 10 years each unless, by vote of the then owners of record of a majority of the sites shown on said plats, it is agreed on or before such expiration dates, to change the said conditions, reservations, easements, and restrictions, in whole or in part.
19. Enforcement of these covenants may be by 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 way affect any other of such provisions, all of which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said William B. Shaffer, Co-Trustee and Gregory J. Meurer, Co-Trustee and the said Ralph G. Reed, Jr. and wife, Frieda E. Reed have hereunto set their hands and seals.

William B. Shaffer, Co-Trustee (SEAL)
William B. Shaffer, Co-Trustee

Gregory J. Meurer, Co-Trustee (SEAL)
Gregory J. Meurer, Co-Trustee

Ralph G. Reed, Jr. (SEAL)
Ralph G. Reed, Jr.

Frieda E. Reed (SEAL)
Frieda E. Reed

STATE OF OHIO
COUNTY OF HAMILTON

I, a Notary Public of the County and State aforesaid, certify that William B. Shaffer, Co-Trustee, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 5th day of December, 1989.

STAMP/SEAL

Kathy A. Beacock
Notary Public
KATHY A. BEACOCK, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.

My Commission Expires: 12/31/94

STATE OF OHIO
COUNTY OF HAMILTON

I, a Notary Public of the County and State aforesaid, certify that Gregory J. Meurer, Co-Trustee, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 5th day of December, 1989.

STAMP/SEAL

Kathy A. Beacock
Notary Public
My Commission Expires: N/A

KATHY A. BEACOCK, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.

BK 661 P 064

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, a Notary Public of the County and State aforesaid, certify that Ralph G. Reed, Jr. and wife, Frieda E. Reed personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 22nd day of September, 1989.

STAMP/SEAL

Mary B. Rock
Notary Public
My Commission Expires: May 17, 1992

The forgoing certificates of Kathy A. Biardock of State of Ohio and Mary B. Rock of State of N.C. both Notaries Public are 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.

Dennis A. Gray
Register of Deeds for Dare County

By: Barbara M. Gray
~~Deputy~~/Assistant-Register of Deeds

M/B: Sea Isle