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DARE COUNTY
NORTH CAROLINA

DRAWN BY AND MAIL
AFTER RECORDING TO:

David R. Dixon
Dixon & Dixon Law Offices, PLLC
Post Office Box 750
Avon, North Carolina 27915

Declaration of Covenants Conditions and Restrictions of: Sea Isle Shores Waves, North Carolina

THIS DECLARATION OF PROTECTIVE COVENANTS, made and entered into this, the 7th day of July, 2000, by Constellation Enterprises, LLC, hereinafter referred to as the "Developer."

WITNESSETH:

WHEREAS, the Declarant owns certain property in the Village of Waves, County of Dare, State of North Carolina, which property is more particularly described as "Sea Isle Shores" as shown on that map or plat entitled "Final Plat for Sea Isle Shores, Waves, NC" dated May 18, 2000, prepared by Freddy D. Rankin, PLS, and recorded in Map Cabinet E, Slide 3/6, and consisting of Phase One, Sea Isle Shores Court, Lots 1 through 7, and Phase Two, Sea Isle Shores Lane, Lots 8 through 12 and incorporated herein by reference; and

WHEREAS, the Declarant is desirous of subjecting the said real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and run with said real property, and each and every lot or parcel which is a subdivided portion thereof, and shall apply to and bind each and every owner thereof and the successors in interest of any owner thereof;

NOW, THEREFORE, the Declarant hereby declares that all of the properties described above, and any additions thereto, if the Declarant brings that property under these same Restrictive Covenants by an Amendment to the Declaration, which is specifically provided for by this Declaration, shall be held, sold, transferred and conveyed subject to the following easements, restrictions, covenants and conditions:



ARTICLE I

INTENT

The real property described above is subjected to the Protective Covenants hereby declared to insure the best use and most appropriate development and improvements of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve so far as practicable the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and in-harmonious improvements on lots; to secure and maintain proper set-backs from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements in said property and thereby to enhance the value of investments made by purchasers of lots therein.

ARTICLE II

SITE AND BUILDING PLANS APPROVAL

No building, fence, swimming pool, or any other structure shall be erected, placed, moved onto or altered on any lot or premises in Sea Isle Shores until the building plans, specifications, and plot or site plan showing the proposed location on the lot of such improvements have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation by the Developer. In the event the Developer no longer owns any Lots in the subdivision, or if the Developer fails to approve or disapprove such design or location within thirty days after the complete set of said plans and specifications have been submitted to it, or in any event, in the case of major improvements, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the substantial completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

The exterior appearance and the landscaping of each dwelling are considered extremely important by the Developer in order to maintain the standards of quality, environment, aesthetics, quality of life, and overall appearance of this subdivision. The following items must be submitted to the Developer in order for the plans to be reviewed: site plans, house, building or construction plans, elevation plans, landscape plans (showing walks, drives, and type, size and location of major plantings and shrubbery and grass) and samples of exterior siding and roofing materials and colors. The site plans must indicate the distances to existing structures and lot lines on the same or adjacent lots. Approval will be at the sole discretion of the Developer, and it is therefore encouraged that the purchaser of a lot within this subdivision obtain approval of the plans prior to purchasing the Lot.

ARTICLE III

STORMWATER MANAGEMENT RESTRICTIONS

Permit Compliance. The following covenants included in this Article III are intended to ensure ongoing compliance with state stormwater management permit number SW7000221 as issued by the Division of Water Quality. This Article III of these covenants may not be changed or deleted without the consent of the State of North Carolina.

(a) No more than 4,252 square feet of any Lot shall be covered by structures of impervious materials. Impervious materials include asphalt, gravel, concrete, brick, stone, slate or similar material but do not include wood decking or the water surface of swimming pools. Each lot has a different restriction as to the allowable built-upon-area, and the restrictions here attached as Exhibit A are incorporated herein by reference as the limit for each lot shown thereon.

(b) Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings.

(c) Built-upon area in excess of the permitted amount requires a state stormwater management permit modification prior to construction.

(d) All permitted runoff from outparcels or future development shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.

ARTICLE V

USE RESTRICTIONS

Permitted Structures. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family Dwelling Unit (thereby expressly excluding the construction of duplexes, double or multiple-unit Dwelling Units on any Lot) and a garage or other out building approved by the Declarant in accordance with the terms of Article II of this Declaration. Any Dwelling Unit constructed on a Lot shall have not less than 1,400 square feet of heated and enclosed living area. The calculation of heated and enclosed living area shall not include garages, decks, porches and walkways.

Location of Buildings, Wells and Septic Systems on Lot. Building setback lines have been noted on the recorded plat of Sea Isle Shores. No building shall be erected on any Lot except within the building setback lines noted on the recorded plat of the Subdivision. When one Owner acquires all or a portion of 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 setback requirements noted on the recorded plat of the Subdivision shall apply to the outside perimeter property line of the combined Lots acquired by a single Owner.

Re-subdivision of Lots. No Lot shall be subdivided or re-subdivided to create an additional Lot or Lots. However, there may be added to or combined with any Lot as shown on the recorded plat of Sea Isle Shores all or a portion of another Lot or Lots to produce a larger building site.

Cable Television. So long as cable television service is available, no exposed antenna shall be erected on or used on any Dwelling Unit or Lot. No exposed satellite dish in excess of 20 inches in diameter shall be permitted on any Lot.

Signs. No billboards or signs shall be erected or allowed to remain on the Properties except "For Sale" signs, "For Rent" signs and signs giving the name of a Dwelling Unit and/or its Owner not exceeding six (6) square feet in total area. No such permitted sign shall be illuminated. Notwithstanding the foregoing, the Developer may erect such signs on the Properties as it, in its sole discretion, deems necessary to the development, operation and marketing of the Properties or the normal conduct of its business. Signs of general contractors and construction lenders may be erected during construction and must be removed prior to obtaining a certificate of occupancy for the Dwelling Unit constructed on a Lot. The Developer may enter upon the Lot of any Owner and remove any sign violating this Section, and such entry by the Developer or his representative shall not be deemed a trespass. A sign so removed may be left on the Lot to be removed from the premises or destroyed by the owner of either the Lot or the sign.

Vehicle Storage. Upon construction of a Dwelling Unit, a Lot Owner shall provide sufficient parking space on his Lot and off the abutting street for at least two (2) vehicles. The storage of travel trailers, campers, trucks and self-propelled mobile homes shall be in a garage or under the Dwelling Unit. No one shall live in or occupy campers, travel trailers, trucks, self-propelled mobile homes and other vehicles while parked on a Lot.

Driveways. During construction, an Owner shall provide access to his Lot for workers and for unloading construction materials by means of at least a temporary driveway. The Developer may require a Lot Owner to install a culvert underneath the driveway serving his Lot at the point at which that driveway intersects a subdivision street, and the Lot Owner shall pay the cost of the culvert and its installation. At or prior to the completion of the construction of a Dwelling Unit on a Lot, the Owner thereof shall pave the driveway and all parking areas serving that Lot in concrete, asphalt or other paving materials approved by the Homeowners' Association. Upon request, the Developer may limit or alter this requirement in light of the low



density requirements demanded by the state stormwater management permit noted in Article III of these restrictive covenants.

Screening. Each Lot Owner shall provide screening from the public view for garbage stations, fuel tanks, rubbish storage receptacles or any other permanent facility that is required to preserve the beauty and harmony of the Properties. All rubbish shall be placed in receptacles screened from public view except as required to accomplish the collection of rubbish from those receptacles.

Pilings. All Dwelling Units constructed on the Properties on a foundation of or which are supported by pilings shall utilize pilings at least eight (8) inches in diameter (or having the strength or other structural characteristics of pilings of at least eight (8) inches in diameter), which shall be buried no less than eight (8) feet below the surface of the ground. All pilings shall be enclosed with siding or lattice approved by the Developer.

Temporary Structures. No temporary structures, such as a trailer, tent or shack, shall be constructed or placed upon any Lot before, during or after completion of construction of any buildings and structures except for such structures as are normally used by construction contractors during the period of construction. Such temporary structures shall be promptly removed after completion of construction and may not be used as residences while on the Lot.

Mobile and Manufactured Homes. No mobile home, manufactured home, modular home, trailer, recreational vehicle or other like structure shall be located or installed on any Lot to be used as a residence. As used herein, mobile home, manufactured home or modular home shall mean a structure assembled in whole or in part in a location other than on the Lot itself, transportable in one or more sections, any section of which, during transport, is four feet or more in width and ten feet or more in length, which may or may not be built on a permanent chassis and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities. No accessory building previously constructed elsewhere shall be moved onto any Lot; provided, however, that trailers to be used for construction purposes shall be allowed during the construction period.

Water and Sewage. All wells, toilets and sewage units shall be installed and located in accordance with the rules and regulations of the North Carolina Department of Health or its successor regulatory agency. No outside toilets will be permitted under any circumstances except those self-contained temporary facilities used by construction workers during the period of construction of a Dwelling Unit on a Lot, and any such self-contained unit shall be removed after completion of construction or before occupation of the Dwelling Unit, whichever shall first occur.

Animals. No pets other than household pets in reasonable numbers shall be kept in or on the Properties at any time. No savage or dangerous animal shall be kept. No pets may be raised or bred for sale or maintained for commercial purposes. Further, an Owner may require the permanent removal of any pet causing or creating a nuisance or unreasonable disturbance or noise. For purposes of this provision, household pets shall refer to dogs, cats, birds and fish.

Discharge of Firearms. Hunting and trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows within the properties is prohibited, unless required for public safety.

Nuisances. It shall be the responsibility of each Lot Owner to maintain the exterior of his Dwelling Unit and the surrounding grounds of his Lot in a clean, tidy and safe manner, and such Lot Owner shall be responsible for preventing waste from occurring to any structure on his Lot. In the event of destruction of or other casualty to the building or structure, the premises shall be cleared and debris removed by the Owner of the Lot within sixty (60) days from the date of such casualty.

(a) No Lot shall be used in whole or in part for storage of anything that might cause such Lot to appear cluttered, unclean or obnoxious to the eye; nor shall any substance, thing or material be kept on any Lot that emits foul or obnoxious odors, noises or other conditions that will or may disturb the serenity, safety or comfort of the occupants of surrounding property. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon to create a nuisance to the neighborhood.

(b) After construction has commenced on a Lot, the Lot Owner and his builder shall keep the Lot clean and neat in appearance. A trash and rubbish container shall be maintained during construction. All construction trash and debris shall be placed in the trash container and removed from the premises by the Owner or the builder. The burning of trash and rubbish is expressly prohibited. No structure, including the Dwelling Unit, shall be occupied until all construction trash, rubbish, debris and the trash container have been removed from the premises.

(c) No junked, wrecked or inoperative automobiles, trucks, buses or boats shall be permitted to remain on the Properties, nor shall unsightly material be stored thereon. Owners of unoccupied Lots shall at all times keep and maintain their Lots in an orderly manner and prevent the accumulation of rubbish and debris upon the premises.

Lot Maintenance. Each Lot Owner shall keep his Lot cleared of unsightly underbrush, weeds, debris and lumber.

ARTICLE VII
GENERAL PROVISIONS

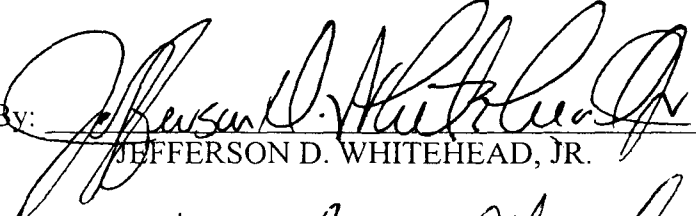
Enforcement. Any Owner, including the Developer so long as the Developer owns a Lot within the subdivision, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the Homeowners' 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.

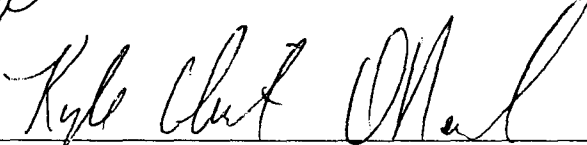
Severability. Invalidity of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than fifty percent (50%) of the Owners. Any amendment must be properly recorded in the Dare County Registry.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument under seal as of the 7th day of July, 2000.

Constellation Enterprises, LLC

By:  (SEAL)
JEFFERSON D. WHITEHEAD, JR.

By:  (SEAL)
KYLE CLINT O'NEAL

By:  (SEAL)
VERONA ALMENA JENNINGS

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...appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the comp

Witness my hand and official stamp or seal, this 6th day of July, 2000.

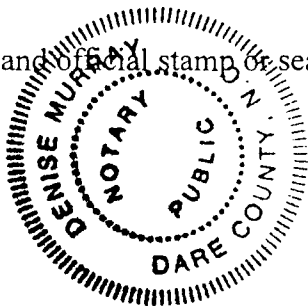
Glynis B. Barnes
Notary Public

My Commission Expires: 7-4-2001

State of North Carolina
County of Dare

I, a Notary Public of the County and State aforesaid, certify that KYLE CLINT O'NEAL, Member of Constellation Enterprises, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this 5 day of July, 2000.



Denise Murray
Notary Public

My Commission Expires: Oct. 22, 2001

State of North Carolina
County of PERQUIMANS

I, a Notary Public of the County and State aforesaid, certify that VERONA ALMENA JENNINGS, Member of Constellation Enterprises, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this 7th day of July, 2000.

Bernard Conrad McKee Jr.
BERNARD CONRAD MCKEON JR. Notary Public

My Commission Expires: My Commission Expires June 17, 2003

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North Carolina
Dare County

The foregoing certificate of Glynis B. Barnes of Harnett Co., NC
and Denise Murray of Dare Co., NC and Bernard Conrad McKee, Jr.
of Perquimans Co., NC

Notaries Public are 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: Andrew Y. Tice