

NORTH CAROLINA

DARE COUNTY

THIS WITHDRAWAL AND AMENDED DECLARATION OF PROTECTIVE COVENANTS, made this 17th day of June, 1975, by Wimble Shores, Inc., L. E. McLeod and wife, Oca Z. McLeod, Harold Sharon and wife, Edith R. Sharon, T. Robert Zochowski and wife, Maryanne C. Zochowski, and Lewis W. Pate and wife, Sonja M. Pate;

WITNESSETH:

That Wimble Shores, Inc., and L. E. McLeod and wife, Oca Z. McLeod, were the developers and as now owners of some of the lots in a certain subdivision situated in Kinnakeet Township, Waves District, Dare County, North Carolina, and shown on a certain plat of Wimble Shores North made by William Clark III, Registered Surveyor, dated April 1, 1971, and recorded in Map Book 4 at Page 66, Public Registry of Dare County, North Carolina.

And whereas Wimble Shores, Inc., and L. E. McLeod and wife, Oca A. McLeod, as developers, filed a Declaration of Protective Covenants acknowledged April 12, 1971, which said Declaration of Protective Covenants is recorded in Book 174 at Page 99, Public Registry of Dare County, North Carolina.

And whereas, Wimble Shores, Inc., and L. E. McLeod and wife, Oca Z. McLeod, desire to amend said Protective Covenants and have requested the other owners of lots in said Wimble Shores North to join in this Withdrawal and Amended Declaration of Protective Covenants, and whereas, the said owners have agreed so to do.

NOW THEREFORE, the owners of the lots in Wimble Shores North do hereby withdraw that certain Declaration of Protective Covenants made by Wimble Shores, Inc., and L. E. McLeod and wife, Oca Z. McLeod, acknowledged April 12, 1971, and recorded in Book 174 at Page 99, Public Registry of Dare County, North Carolina, and substitute in lieu thereof the following Declaration of Protective Covenants which are to run with the lots shown on the map of Wimble Shores North, hereinabove designated, and shall be binding on all parties and persons claiming under them:

1. Lots shall be exclusively for residential purposes with only one residence erected per lot. There is to be no manufacturing or other commercial use on the land. Lots No. 6, 7, 8, and 9 may be used to erect a duplex residence for two-family living, if such lots otherwise conform with local ordinances and regulations.
2. No advertising sign, other than a sign advertising the property for sale or rent shall be erected on sites.
3. No animals, livestock, or poultry of any kind shall be raised or kept on any lot except dogs, cats, or other household pets provided that they shall not be maintained for any commercial purpose.
4. Trash, garbage, or any other waste material shall be kept in sanitary containers. Equipment for the storage or disposal of such materials shall be

kept in a clean and sanitary condition.

5. No security lights shall be installed.

6. No house trailer, tent, shack, or other temporary building shall be erected or placed on the lands within the subdivision, except such temporary buildings as may be necessary for the storage of materials or the convenience of workmen during the erection of the residence.

7. Construction must comply with regulations of the County Commissioners, the Health Department, and all building, electrical, and plumbing codes must be adhered to. All structures must be equipped with inside plumbing facilities.

8. All dwellings must have a minimum enclosed living area of 750 square feet exclusive of open porches and attached garages. All structures shall be completed on the exterior within six months from start of construction, and the property shall be cleaned from all debris and scrap building materials.

9. The paved road in front of the property to the center line is to be maintained by each individual property owner until and unless a group of owners desire to dedicate the road to the State. In that case there is a 15-foot easement along each side of this road and the building setback line is to be measured from this easement.

10. If any purchasers of any site on said plat, or their heir and, or assigns, shall violate or attempt to violate any of the foregoing conditions, easements, reservations, and restrictions, it shall be lawful for any other person or persons owning any other site or sites shown thereon to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate such conditions, reservations, easements, and restrictions for the purpose of preventing him or them from so doing, or of recovering damages for such violation.

IN WITNESS WHEREOF, Wimble Shores, Inc., the Declarant, has caused this Declaration to be executed in its corporate name by its President, attested by its Secretary, and its common corporate seal affixed hereto, all by authority of its Board of Directors, duly and legally given this day and year first above written, and the individual parties hereto do hereunto set their hands and seals the day and year first above written.

WIMBLE SHORES, INC.

By

Donald F. Lang
President

ATTEST:

Jean H. Lang
Secretary

CORPORATE SEAL

NORTH CAROLINA

DARE COUNTY

This 28th day of July, 1975, Donald F. Lang personally appeared before me, Sarah F. Cole, a Notary Public of the aforesaid county and state, who being duly sworn by me says that he is President of Wimble Shores, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said Donald F. Lang acknowledged the said writing to be the act and deed of said corporation.

NOTARIAL SEAL

Sarah F. Cole
Notary Public

My commission expires: July 7, 1980

L. E. McLeod (SEAL)

L. E. McLeod

Oca Z. McLeod (SEAL)

Oca Z. McLeod

STATE OF North CarolinaCITY/COUNTY OF Dare

I, the undersigned, a Notary Public of the aforesaid city/county and state, do hereby certify that L. E. McLeod and wife, Oca Z. McLeod, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 23 day of June, 1975.

NOTARIAL SEAL

Arthur M. McKinley
Notary PublicMy commission expires: August 19, 1976Harold Sharon (SEAL)

Harold Sharon

Edith R. Sharon (SEAL)

Edith R. Sharon

STATE OF VirginiaCOUNTY/CITY OF Fairfax

I, the undersigned, a Notary Public of the aforesaid city/county and state, do hereby certify that Harold Sharon and wife, Edith R. Sharon, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

NOTARIAL SEAL

Leslie C. Mathis
Notary Public

My Commission Expires July 24, 1977

T. Robert Zochowski (SEAL)

T. Robert Zochowski

Maryanne C. Zochowski (SEAL)

Maryanne C. Zochowski

STATE OF New JerseyCOUNTY/CITY OF Meriden

I, the undersigned, a Notary Public of the aforesaid city/county and state, do hereby certify that T. Robert Zochowski and wife, Maryanne C. Zochowski, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 30th day of June, 1975.

NOTARIAL SEAL

Robert L. Harris
Notary PublicMy commission expires: 1/10/78