

NORTH CAROLINA
DAKE COUNTY

DECLARATION
OF
PROTECTIVE COVENANTS

THIS DECLARATION, made this the 4th day of December, 1968, by KITTY HAWK LAND CO., INC., a North Carolina Corporation, with principal offices at Kitty Hawk, State of North Carolina, hereinafter called the "Declarant";

W I T N E S S E T H:

THAT WHEREAS, Declarant is the owner of all the lands shown on the map hereinafter referred to, and WHEREAS, Declarant desires to subject all of said lands to certain protective covenants and use restrictions for the benefit of all of the owners of property within said area;

NOW THEREFORE, Declarant hereby covenants and agrees with all other persons, firms or corporations now owning or hereafter acquiring any property in the area owned by it and referred to above, that all of the lots owned by Declarant and shown on that certain plat entitled "Soundside Blocks 140, 140A, 150, 150A SOUTHERN SHORES, Kitty Hawk, N. C.", dated November 25, 1968, prepared by P. F. Crank, Jr., Registered Surveyor, and recorded in Map Book 3, pages 73 and 74, in the Public Registry of Dare County, N. C., are hereby subjected to the following restrictions as to the use thereof, running with said properties by whomsoever owned, to wit:

1. An easement for the purpose of construction and maintenance of public utilities is retained by Declarant over this property in the 10 feet abutting the street or road and in the 10 feet at the rear of said lots. An easement for the passage of construction and dirt moving equipment engaged in clearing out possible accumulations of sediment in the mouth of the lagoon is reserved in the 15 feet abutting on said lagoon.

2. In order to preserve a uniformity of 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, all elevation plans to be

erected on the property above designated shall be approved by the vendor's architect.

3. All toilets and sewage units installed upon the property shall be constructed in compliance with the plans and regulations of the North Carolina Department of Health and no outside toilets are permitted thereon.

4. No more than one dwelling shall be constructed on each lot, but one boathouse may be built in addition thereto.

5. No commercial signs and no trailers, tents, camps, livestock, poultry or other animals other than household pets may be maintained on any of the property herein designated.

6. No building is to be constructed closer than 25 feet from any street or roadway nor closer than 10 feet from the side lines thereof.

7. In order to preserve an attractive development and to mutually protect the owners of property in this development from unsightly and undesirable conditions existing upon neighboring properties, each owner of property within this development shall be required to keep his property free and clear of weeds, undergrowth or other unsightly conditions. Upon the failure of the owner to comply with this requirement at least once each year, Declarant reserved the right, at its option, within two weeks after written notice has been mailed to the owner's last known address, to clean off said property, the expense of which shall constitute a lien thereon, enforceable in the same manner as the lien of a mortgage or deed of trust.

8. A joint easement is hereby established over and upon the westerly 30 feet of Lots 1 to 5, inclusive, in Block 150, and the easterly 30 feet of lots 1 to 6, inclusive, of Block 140, the same being the rear 30 feet of said lots as indicated on said plat, which easement is for the perpetual, sole and exclusive use of the owners of said lots in providing private access for said owners to the boat launching area at the north end of the lagoon which is located between Blocks 140A and 150A, which lagoon abuts on the south side of Blocks 140 and 150.

The covenants are to run with the land and shall be binding on all parties and all persons claiming under them. Enforcement shall be by proceedings at law in equity against violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Declarant has caused these presents to be executed in its corporate name by its President, attested

by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.

KITTY HAWK LAND CO., INC.

By N.E. Aydlett
President

Attest:

C.C. Aydlett
Secretary

NORTH CAROLINA
PASQUOTANK COUNTY

I, Loreen M. Wise, a Notary Public, do hereby certify that C. C. Aydlett personally appeared before me this day and acknowledged that he is the Secretary of KITTY HAWK LAND CO., INC., and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this the 6th day of December, 1968.

My commission expires:
Feb. 24, 1970.

Loreen M. Wise
Notary Public

NORTH CAROLINA
DARE COUNTY

The foregoing certificate of Loreen M. Wise, a Notary Public of Pasquotank County, North Carolina, is certified to be correct.

Presented for registration this 7 day of December, 1968, at 10 o'clock A.M., and recorded in this office in Book 153, Page 471 12-16-68

William R. Danner
Register of Deeds

By _____
Assistant Register of Deeds