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PREPARED BY AND RETURN TO:
LINDA H. McCOWN

NORTH CAROLINA
DARE COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WAVES SOUNDSIDE SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions made and declared this 27th day of January, 2004, by WAVES SOUNDSIDE, Inc. a North Carolina Corporation, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the developer and the owner of certain real property shown on that plat entitled "Plat of Waves Soundside", Kinnakeet Township, Dare County, North Carolina, showing six (6) lots in the Village of Waves, Kinnakeet Township, Dare County, North Carolina, prepared by Seaboard Surveying and Planning, Inc., and recorded in Plat Cabinet F at Slides 141, Dare County Registry, North Carolina .

WHEREAS, Declarant intends 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 insure to the benefit of each and every purchase of lot or parcel shown on the aforesaid described plat (hereinafter "the Subdivision");

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

THEREFORE, Declarant does hereby declare and make known and publish that the following covenants, conditions and restrictions shall run with the lands and lots shown on the plat herein-before described, and said covenants, conditions and restrictions shall be binding on all parties, entities or person purchasing real property shown on the aforesaid plat or their heirs or designees or any other person claiming under them.

THE COVENANTS, CONDITIONS AND RESTRICTIONS ARE AS FOLLOWS:

PART ONE. USES

1. No lots included in this Declaration shall be used or occupied for the manufacture or sale of any articles or for any commercial purposes or character whatsoever excluding home occupations, provided there are no commercial vehicles, signs, or equipment maintained on the premises; or for the carrying on of any business. or a hotel. motel. rooming house

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PART ONE. USES

1. No lots included in this Declaration shall be used or occupied for the manufacture or sale of any articles or for any commercial purposes or character whatsoever excluding home occupations, provided there are no commercial vehicles, signs, or equipment maintained on the premises; or for the carrying on of any business, or a hotel, motel, rooming house or boarding house, excluding Lots 1 and 2.
2. No lot may be used as a street, lane, way of easement over which access might be



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obtained to adjacent properties not a part of this subdivision without the specific written consent of Declarant. However, this restriction does not prevent the five (5) foot pedestrian easement over and across the southern boundary of Lot 2 as shown on the plat.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except dogs and cats, or any common household pet may be kept provided they are not kept, bred, or maintained for any commercial purpose.
4. Lots included in this Declaration shall be used exclusively for residential purposes except for Lots 1 and 2. One owner may acquire 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 easement referred to herein shall apply to the outside perimeter property line of the combined lots acquired by said one property owner. **Under no circumstances may a lot be re-subdivided 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 site.
5. No structure of a temporary character, including but not limited thereto, trailer, tent, shack, 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 the said lands, and such temporary structure provided for the storage of materials or the convenience of workmen shall not be used on any lot at any time as a residence either temporarily or permanently.

6. No obnoxious 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.

PART TWO. EASEMENTS AND SETBACKS

7. There is a five (5) foot walk way easement on Lot 2 from the cul-de-sac's right of way to the Pamlico Sound on the Southern Side of Lot 2 as shown on the aforementioned plat.
8. There is a 30 foot CAMA open area set back on Lots 2, 3 and 4. No fences or other structures will be developed on this area.
9. Lots 1 and 2 shall be for commercial use only.
10. No structure improvements may be located within the side yard setback area of Lots one (1) and six (6).
11. Access of Lots one (1) and six (6) shall be from the internal subdivision street and not NC 12, regardless of the use of the lots as residential or commercial.

PART THREE. STRUCTURES

12. The exterior of any residence or other improvement or alterations must be completed within one year of the commencement of construction of said residence.
13. All building, structures and their appurtenances shall be maintained in a suitable state of repair; and in the event of destruction by fire or other casualty, premises are to be cleared and debris removed within ninety (90) days from the date of such casualty.

PART FOUR. MISCELLANEOUS

14. No sign of any kind shall be displayed on any lot except one sign advertising the property for sale or rent and a sign identifying the property by owner or pseudonym. Signs must be square or rectangle and shall have no side longer than 29 inches excluding Lots 1 and 2.
15. All service utilities, propane tanks, woodpiles, trash and garbage accumulation are to be enclosed within a fence or be appropriately landscaped so as to preclude the same from



causing an unsightly view from any highway, street or way within the subdivision, or any other residence within the subdivision.

16. All sewage and water systems installed on any lot shall be in accordance with the rules and regulations of the local or state Departments of Health and shall be located upon said lands in locations as set forth on the plat approved by the Dare County Environmental Health Departments.
17. The foregoing conditions, restrictions and easements shall be binding upon all purchasers of sites in said subdivision covered by these restrictions, and upon all persons claiming under them until January 1, 2050, at which time the said condition, reservations, easements, and restrictions shall automatically be extended for further successive periods of ten (10) years each unless, by vote of the six owners of record, a majority vote controlling, it is agreed, on or before such expiration dates, to change the said conditions, reservations, easements, and restrictions, in whole or in part.

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- 18. For a period of ten (10) years after the date hereof the Declarant or the majority of the owners of the subdivision may amend these covenants by the registration of such amendments in the office of Dare County Register of Deeds. Enforcement of these covenants may be by Declarant, or any owner in the subdivision, either for equitable restraint against the violation thereof, or at the law for damages by virtue of such violation, and the invalidation of any one for the conditions and restrictions shall in no way affect any other of such provision, all of which shall remain in full force and effect.

IN WITNESS WHEREOF Declarant has caused this instrument to executed the day and year first above written.

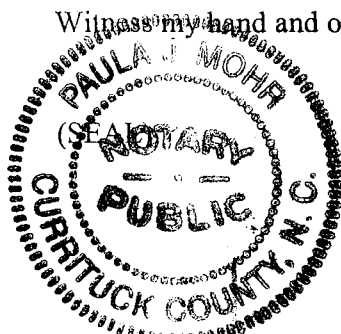
WAVES SOUND SIDE

By: Jerry E. McManus
Jerry McManus, President

NORTH CAROLINA
COUNTY OF DARE

I, Paula J. Mohr, a Notary Public of the County and State aforesaid, certify that Jerry McManus, President of WAVES SOUND SIDE, A North Carolina Corporation, personally came before me this day and acknowledged the execution of the foregoing instrument on behalf of said Corporation as the act of the Corporation, as the authorized act of the Board of Directors.

Witness my hand and official stamp or seal, this the 27th day of January, 2004.



Paula J. Mohr
Notary Public

Commission Expires: March 19, 2007

THE FOREGOING CERTIFICATE(S) of _____

is/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.

_____ **REGISTER OF DEEDS FOR DARE COUNTY**

BY: _____ **DEPUTY/ASSISTANT REGISTER OF DARE COUNTY**