

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
**SOUNDSIDE WOODS**

This Declaration of Protective Covenants is hereby made on this the 14th day of July, 1995 by John B. Gladden and Christopher J. Toolan, hereinafter collectively referred to as Declarant:

**WITNESSETH:**

That Whereas, by virtue of a deed recorded simultaneous with the recording of this Declaration, Declarant is the owner of all of that subdivision of land known as Soundside Woods located within Nags Head Woods in the Towns of Nags Head and Kill Devil Hills, consisting of two lots as shown on that plat recorded in Plat Cabinet D, Slide \_\_\_\_\_, in the office of the Register of Deeds, Dare County, North Carolina; and

Whereas Declarant intends to develop this land according to a plan whereby the protection provided herein shall inure to the benefit of each owner and subsequent purchasers of the lots in the subdivision to preserve the natural beauty of the property, to encourage and secure the harmonious improvement and appropriate development of building sites, to maintain adequate open space between structures, and to protect against improper land use which could depreciate the value of the property; and

Whereas these covenants are predicated upon cooperation between the owners of the lots protected herein for the general purpose of facilitating joint development of the property which allows for the sharing of costs of infrastructure and equitable enjoyment of the entire property by each owner, while also preserving the marketability, severability and identity of each individual lot.

Whereas the property described herein was platted in 1993, said plat being of record in Plat Cabinet C, Slide 191(I) and designating the name of the subdivision as "Gladden Woods"; Whereas Declarant has re-recorded said plat simultaneous with the recording of these covenants for the sole purpose of re-naming the subdivision, and does hereby declare that from this day forward the name of the subdivision shall be "Soundside Woods".

Now, therefore, Declarant, its successors and assigns do hereby declare and make known that the following covenants, protections, restrictions and reservations are hereby imposed upon Lots A and B of Soundside Woods, as shown on that plat recorded in Plat Cabinet D, Slide \_\_\_\_\_, Dare County Registry, all of which shall run with the land, and shall be binding upon Declarant, its successors, grantees and assigns, and upon all subsequent owners of lots in Soundside Woods:

- 1. Permitted Uses:** Each lot shall be used solely for residential purposes.
- 2. Subdivision of Lots:** No lot may be subdivided.
- 3. Tree Protection:** No trees may be cut except as permitted by the development ordinances of Kill Devil Hills and Nags Head, and all other local regulations.
- 4. Setbacks and Building Lines:** No structure may be constructed within twenty feet of any lot line or within 30 feet of Nags Head Woods Road. No structure may be constructed within 100 feet of the eastern edge of the marsh unless mutually agreeable, and no structure may be constructed in such a place as to significantly interfere with or

obstruct the view of the Roanoke Sound from the adjacent lot. All permits relating to the location of a structure shall be applied jointly or simultaneously by the lot owners whenever practicable.

**5. Driveway Easement:** A common driveway easement for access is hereby created for the common use of the lot owners, the location of which is described as follows: beginning at the western margin of Nags Head Woods Road at the intersection of Lot A and Lot B, running generally west following the dividing line between Lot A and Lot B a distance of 370 feet, and having a width of 40 feet, 20 feet of which being located on each lot, with the setback lines on the aforementioned plat serving as the side margins of said easement and the dividing line between the two lots serving as the center line. This easement shall not be construed as a dividing line, and shall be improved only to the extent necessary to provide adequate vehicular access and only as may be mutually agreeable between the lot owners. Said easement shall be used jointly by the lot owners for the sole purpose of access and shall not be built upon or obstructed in any way, however, each lot owner shall have the right to construct a private driveway within the portion of this easement which lies within his lot perimeter. The costs of maintenance of this access easement shall be borne jointly between the owners of Lot A and Lot B.

**6. Sound Easement:** A sound access easement is delineated on the aforementioned plats of record in the register of deeds, said easement running from the eastern edge of the marsh to the shore of Roanoke Sound and having a width of 15 feet. This easement shall be used for sound access jointly by the owners of Lot A and Lot B and shall be improved as may be mutually agreed upon. The cost of maintaining this easement and improvements thereon shall be borne jointly, and the owners may create a separate maintenance and use agreement at any time in the future governing this easement. This provision may be amended in the future to incorporate such an agreement and make it binding on subsequent owners.

**7. Utility Easements:** All utilities, when constructed, including but not limited to power, telephone and cable TV, shall be installed underground, and may be shared to the extent mutually agreed upon if said common lines are placed within the 20' driveway easement described in paragraph 5. The power line depicted in the aforementioned recorded plats shall be used jointly by the owners of the lots and the costs of maintenance shall be born jointly. When said power line must be replaced, or when the owners decide to do so, the new line or lines must be placed underground and may be conveniently located within the 20' driveway easement and/or shared if mutually agreed upon.

**8. Easements of Necessity:** Each lot owner shall have an easement upon the adjacent lot for the placement of a septic drainfield, freshwater well, associated pumps and transmission lines only if permitting agencies refuse to issue a permit for location of the same anywhere on the lot of that owner or in the event that the no potable freshwater is accessible from that lot. Acceptable written proof of such a necessity must be received by the servient lot owner and all reasonable efforts to avoid utilizing this easement must be made before this easement may be utilized.

**9. Signs:** Except as mutually agreed upon by the property owners, no sign may be placed or constructed within fifty feet of the Nags Head Woods Road, excluding one sign to advertise the property for sale which shall not exceed six square feet in area.

**10. Nuisances:** It shall be the responsibility of each lot owner to maintain the exterior of his residence and the surrounding grounds of his lot in a clean and safe manner and to prevent waste from occurring to any structure on his lot. In the event of destruction of or other casualty to a building, the premises shall be cleared and debris removed therefrom by the owner of the lot within 60 days from the date of such casualty unless mutually agreeable. Unless mutually agreeable, no junk, wrecks or inoperative automobiles, trucks, buses or other machinery shall be permitted to remain on the property.

No substance, thing or material, excluding domestic animals and horses, may be kept on any lot that might emit foul or obnoxious odors, noises or other conditions that will or may disturb serenity. No chemicals of any kind may be dumped or allowed to

flow into the ground, and no other form of contamination of the environment may occur. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to create a nuisance to the subdivision. No offensively loud sounds may be created upon any lot, nor may the general peace and tranquillity of the subdivision be breached.

No land disturbing activity may be conducted on any lot which creates a waste situation, including but not limited to the example of water collecting on the adjacent lot as a result of run-off from the altered lot. Unless mutually agreeable, no jetties, bulkheads or groins may be constructed on the property, except that inland bulkheads may be constructed as may be necessary for the construction of a house. No land area may be filled except as may be mutually agreeable. No mobile, modular or manufactured home may be situated on the property.

**11. Completion of Building:** All construction on any building shall be completed within six months of commencement. The sound access easement depicted on the aforementioned plat shall be improved to provide pedestrian access to the Roanoke Sound by April 28, 1996.


**12. Duration of Covenants:** These covenants shall be binding on the land and all parties owning the same or in possession thereof for a period of 20 years from the date hereof and shall be extended for successive periods of 10 years thereafter, unless, prior to the expiration of the initial 20 year period or any such 10 year period thereafter, an instrument signed by the owners of record of each lot has been recorded revoking or modifying these covenants.

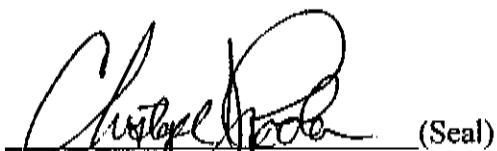
**13. Amendment of Covenants:** These covenants may be amended at any time by mutual written agreement of the lot owners, to be recorded in the Dare County Register of Deeds.

**14. Enforcement of Covenants:** If the owner of any lot, his heirs or assigns shall violate any of these covenants hereinabove set out, it shall be lawful for any other lot owner to institute legal proceedings against the owner in violation to prevent him from doing so to recover damages for such violation, or both. However, before litigation may be initiated the parties must attempt to resolve their dispute through arbitration. The failure to enforce any of these covenants upon breach by a lot owner shall not be deemed a waiver of the right to do so thereafter, as to the same breach or future breach and shall not bar or affect its enforcement. Any provision herein may be waived by mutual agreement as provided in writing.

These covenants shall be construed under and enforced pursuant to the laws of North Carolina.

In Witness Whereof, John B. Gladden and Christopher J. Toolan, hereinabove collectively referred to as Declarant, have signed this instrument on the day and year first above written.

  
\_\_\_\_\_  
John B. Gladden (Seal)

  
\_\_\_\_\_  
Christopher J. Toolan (Seal)

NORTH CAROLINA  
DARE COUNTY

I, the undersigned Notary Public, do hereby certify that John B. Gladden and Christopher J. Toolan personally came before me this the 17<sup>th</sup> day of July, 1995 and knowingly, intentionally signed the foregoing instrument in my presence.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2-20-2000

SEAL

NORTH CAROLINA  
DARE COUNTY

The foregoing certificate of \_\_\_\_\_ 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.

By: \_\_\_\_\_  
Deputy/Assistant  
Register of Deeds