

Prepared by & Return To  
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NORTH CAROLINA  
COUNTY OF DARE

DORRIS A. LEE  
Register of Deeds  
Dare County, N. C.

PROTECTIVE COVENANTS OF  
OAK RUN SUBDIVISION

FILED

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This document is being re-recorded  
for the purpose of correcting the  
spelling of "plat" and adding the  
Slide number (35-B) to the description.

Daniel D. Khoury  
THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
made and entered into on this 23rd day of October, 1987 by  
Amy D. Wells and Mildred F. Foreman, hereinafter called  
"Declarant".

W I T N E S S E T H

THAT WHEREAS, the Declarant is the owner of the real  
property described in Article I of this Declaration and is  
desirous of subjecting 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 pass and run with said  
property, and each and every lot or parcel thereof, and shall  
apply to and bind the successors in interest and any owner  
thereof.

NOW, THEREFORE, the Declarant hereby declares that the  
real property described in and referred to in Article I hereof is  
and shall be held, transferred, sold, and conveyed subject to the  
Protective Covenants set forth below:

ARTICLE I  
PROPERTY SUBJECT TO DECLARATION

The real property which is, and shall be held, transferred,  
sold and conveyed subject to the Protective Covenants set forth  
in the Articles of this Declaration is located in the Town of  
Kitty Hawk, County of Dare, State of North Carolina, and is more  
particularly described as follows:

Being Lots Numbered 1 through 15, inclusive,  
as the same are shown on a map of Oak Run  
Subdivision prepared by Triangle Engineering  
Services, Inc. and recorded in Plat Cabinet C  
at slide 35-B of the Dare County Registry.

The real property described in Article I hereof is subject  
to the Protective Covenants and Restrictions hereby declared to  
insure the best use and the most appropriate development and  
improvement 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 thereof 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 houses thereon, with appropriate locations  
thereof on lots; to prevent haphazard and inharmonious  
improvement on lots; to secure and maintain proper setbacks 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 values  
of investments made by purchasers of lots therein.

ARTICLE II  
PERMISSABLE USES

No lot shall be used except for residential purposes and no  
building of any type shall be erected, altered, replaced,  
permitted to remain on any residential lot other than one

detached single-family dwelling, garage, swimming pool, or tennis court, for the private use of the owner of guests of said Owner, which shall comply with all applicable zoning regulations. The dwelling shall be constructed prior to or simultaneously with any garage, swimming pool or tennis court. No lot shall be used for access to any adjoining lot or other property. When an owner acquires two or more adjoining lots then, and in that event, the adjoining one or more lots may be used as one building site and the side lot lines and easements referred to therein shall apply to the outside perimeter line of the combined lots. Each building erected upon said lot shall have the exterior completed within six months after construction shall have commenced and failure to complete the exterior of such building within the six month period shall operate as a forfeiture of architectural approval granted pursuant to the provision of Article XVI at the option of Declarant.

### ARTICLE III UTILITIES AND EASEMENTS

The Declarant reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone systems, cable television service, and conduits for the purpose of bringing public services to lots within Oak Run Sub Division on, in or over an area within 10 feet of each lot line fronting on a street or where a lot line abuts a right of way or boundary line, five feet along the side lines of each lot, and 10 feet along the rear line of each lot. Declarant reserves unto itself, its successors and assigns, perpetual, alienable and releasable easements within the development and the right on, over and under the ground to cut drainways for surface water and make any grading of the soil whenever and wherever such action may appear to the Declarant to be necessary to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, take or add any soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to maintain reasonable standards of health, safety and appearance.

### ARTICLE IV MINIMUM SQUARE FOOTAGE AND SETBACK REQUIREMENTS

In no event shall any residential building contain less than 1,400 square feet of "living area", exclusive of porches, breezeways, steps and garages. No building, including porches, steps and similar fixtures shall be located on any lot within 25 feet from the front line or closer than 10 feet from the side lines thereof, or closer than 25 feet from the rear property line, or closer than 25 feet from any side property line that abuts Oak Run Loop.

### ARTICLE V TEMPORARY STRUCTURES AND LIMITATIONS ON USE

No structures of a temporary nature may be placed upon any portion of the Oak Run Subdivision at any time. Temporary shelters, tents, travel trailers, campers or self-propelled mobile homes may not at any time be used as a temporary or permanent residence. Campers, travel trailers, boat trailers, self propelled mobile home and other vehicles of that nature may be stored on a lot, provided that they do not constitute a visual nuisance and are stored in compliance with the setback requirements of paragraph IV above. No mobile homes shall be permitted to remain on any portion of Oak Run Sub Division, either temporarily or permanently.

ARTICLE VI  
DRIVEWAYS

Prior to the commencement of construction of improvements or clearing of any lot, other than by hand, the Owner shall place a temporary clay or permanent clay and gravel or concrete driveway to provide entry to the lot from the road.

ARTICLE VII  
PARKING

Parking on the traveled streets within the development shall be prohibited at all times. Each lot owner shall provide off-street parking space for his family's use and the use of their guests. This would constitute a turnaround large enough to park two cars, in addition to the driveway. All construction vehicles are to be parked off Oak Run Loop and on the shoulder of Oak Run Loop or in the driveway of the lot at all times during construction.

ARTICLE VIII  
DEBRIS

No leaves, trash, garbage or other similar debris shall be burned, except as permitted by the appropriate governmental authority. No garbage, trash, construction debris or other unsightly or offensive material shall be placed upon any portion of the Oak Run Subdivision, except as is temporarily and incidental to the bona fide improvements of any of the properties.

ARTICLE IX  
GARBAGE RECEPTACLES

Each owner shall provide receptacles for garbage in accordance with the standards established by the Architectural Review Committee,

ARTICLE X  
SCREENING

Each lot owner shall provide screening from public view, approved in writing by the Architectural Review Committee, for fuel tanks, air-conditioning units, water tanks, or for any other permanent facility which the Declarant or Architectural Review Committee, in its sole opinion, shall require to preserve the beauty and harmony of the development.

ARTICLE XI  
ANTENNAS

No television antenna, radio receiver or sender or similar device shall be attached to or installed on the exterior portion of any structure or any lot within Oak Run Subdivision.

ARTICLE XII  
TREES, VEGETATION AND DUNES

No lot owner shall remove, reduce, cut down or otherwise change or cause to be removed, reduced, cut down or changed, the elevation of any sand dunes or ridges or both in the development, or trees more than three inches in diameter at a point two feet above the ground, or any flowering trees or shrubs above five feet in height, without the express written consent of the Declarant, which shall require proposals for the restabalization of any such disturbed areas.

ARTICLE XIII  
ANIMALS AND PETS

Animals, livestock or poultry of any kind shall not be raised, bred or kept on any lot except dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that they are under the control of their owner at all times.

ARTICLE XIV  
VEHICLES

All motorized vehicles operating within the properties must be properly mufflered so as to eliminate noise which might be offensive to others. Two and three wheel motorized vehicles, as well as four wheeled go-cart or beach buggy type vehicles are prohibited from being used or operated on or within Oak Run Subdivision.

ARTICLE XV  
SIGNS

No sign of any kind of advertising device shall be displayed to the public view on a residential lot except one sign of not more than 6 square feet advertising the property for sale. Said sign shall be located adjacent to a driveway, ten feet back on the property line and not more than three feet in height, including the sign and stand. During construction, a builder's sign may be affixed to the dwelling but it may not be more than 6 square feet and must be removed before occupancy by the owners. All for rent signs must be affixed to the structure and cannot exceed 6 square feet.

ARTICLE XVI  
ARCHITECTURAL CONTROL

Section 1, Purposes. Declarant desires to insure the best use of the most appropriate development improvement of each building site thereof to protect the owners of building sites against such improper use of surrounding building sites as would appreciate the value of their property. Declarant wishes to reserve, so far as practical, the natural beauty of the property of Oak Run Subdivision, to guard against the erection thereon of poorly designed or proportion structures and structures built of improper or unsuitable materials, to insure the highest and best development of Oak Run Subdivision, and to encourage and secure the erection of attractive homes thereon with appropriate locations thereon building sites, to prevent haphazard inharmonious improvement of building sites, to secure and maintain proper setbacks from property lines and adequate free spaces between structures, and in general, to provide adequately for a high type and quality of improvements of the properties of Oak Run Subdivision. To that end, Declarant desires to establish a Architectural Control Committee in order to provide and maintain standards which will insure this harmony of exterior design and location in relating to surrounding structures and/or topography.

Section 2, Approval of Plans. No building, wall, driveway, swimming pool, tennis court, or other structure, site work or clearing preparatory to construction shall be begun, altered, added to, maintained or reconstructed on any lot until the plans and specifications for such work have been reviewed and approved by the Architectural Control Committee (The Committee). Before commencing such review, a lot owner shall submit to the Committee two (2) completed sets of plans and specifications, including, but not limited to, foundation plan, floor plan or plans, the four directional elevations, a schedule of proposed exterior colors and material, shingle colors, grade and weight, plan showing driveway, parking, septic tank and drainfield, and

expected completion of improvement. The Committee shall have the absolute and exclusive right to refuse any such plans and specifications which are not suitable or desirable in the opinion of The Committee for any reason, including purely aesthetic reasons which, in the sole and uncontrolled discretion of The Committee, shall be deemed sufficient, provided The Committee shall not refuse to approve any plans and specifications which previously have been approved for or constructed on any lot. If construction of any improvement required to be approved shall not have been begun before the expiration of six months following approval, said approval shall be void and of no effect. The plans of such improvement shall be resubmitted to The Committee for reconsideration and The Committee may, in its discretion either confirm its earlier approval of plans or disapprove.

Section 3, Architectural Control Committee, The Architectural Control Committee shall consist of two persons or more as may be designated by the Declarant, its successors or its assigns. The initial Architectural Control Committee shall consist of Amy D. Wells and Mildred F. Foreman. At least thirty (30) days prior to the commencement of any construction, the plan shall be submitted to The Committee. The Committee's approval, disapproval or waiver as required in these covenants shall be in writing and the decision of a majority of The Committee in case of any disagreement among Committee members as to the approval, disapproval or waiver by The Committee shall be controlling. In the event The Committee or its designated representatives fail to approve or disapprove within thirty (30) days after plans have been received by it, approval of The Committee will not be required and the related covenants and conditions of this Declaration shall be deemed to have been fully complied with.

#### ARTICLE XVII EXTERIOR LIGHTS

All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any lot shall be clear, white, or nonfrost lights or bulbs.

#### ARTICLE XVIII TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date on which this Declaration and Agreement is filed for registration in the Registry of Dare County, after which period said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

#### ARTICLE XIX ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both.

#### ARTICLE XX SEVERABILITY

Invalidation of any one of these covenants or any part thereof by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions

shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

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

Amy D. Wells (SEAL)  
Amy D. Wells

Mildred F. Foreman (SEAL)  
Mildred F. Foreman

NORTH CAROLINA  
COUNTY OF DARE

I, DANIEL D. KHOURY, A Notary Public of said County and State do hereby certify that Amy D. Wells and Mildred F. Foreman, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 30th day of October, 1987.

Daniel D. Khoury  
Notary Public

7/25/1990  
My Commission Expires



North Carolina  
County of Dare

The foregoing certificate of Daniel D. Khoury, a Notary Public of Dare County, N.C. is 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.

Dorris A. Fry, Register of Deeds for Dare County

By: Mary B. Scarborough Deputy Register of Deeds