

DECLARATION OF PROTECTIVE COVENANTS

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FOR

DORRIS A. FRY
REGISTER OF DEEDS
DARE COUNTY, N.C.

PINE HILL SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, made this 2nd day of March, 1992 by THOMAS F. RITZ, hereinafter called "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of certain real property located in the Town of Kitty Hawk, Atlantic Township, Dare County, North Carolina and more particularly described in Article I herein and said property being hereinafter referred to as "Pine Hill Subdivision" and "the Subdivision" herein; and

WHEREAS, the Declarant desires to provide for the preservation of the values of Pine Hill Subdivision, and to this end, desires to subject the real property described in Article I to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is, and are, for the benefit of said real property and each owner thereof; and

NOW, THEREFORE, the Declarant hereby declares all that property described in Section 1.01 to be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to this Declaration of Protective Covenants, easements, liens and charges, all of which are declared and agreed to be in furtherance of enhancing and protecting the value, desirability, and attractiveness of Pine Hill Subdivision and any part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described Pine Hill Subdivision or any part thereof.

ARTICLE I.

STATEMENT OF SUBMISSION

Section 1.01 Submission of Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is shown on that Plat entitled "Pine Hill Subdivision, Town of Kitty Hawk, Atlantic Township, Dare County, North Carolina" dated January 6, 1992, prepared by Bissell Associates, Engineers, Planners, Surveyors and recorded in Plat Cabinet C, Slide 151C-151E in the Office of the Register of Deeds of Dare County, North Carolina.

ARTICLE II.

PROPERTY RIGHTS

Section 2.01 General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property.

Section 2.02 Easements for Utilities and Drainage. 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, water, sewer and telephone systems, cable television service, and conduits for the purpose of bringing public services to Subdivision, 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. Declarant reserves unto

itself, its successors and assigns, perpetual, alienable and releasable easements within the Subdivision 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 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 including any necessary revisions or alterations in the retention ponds.

Section 2.03 Environmental Easement. There is hereby reserved for the benefit of Declarant, their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all Lots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides.

ARTICLE III.

MAINTENANCE

Section 3.01 Responsibilities of Owners. Each Lot Owner shall be responsible for all maintenance and repair of their Lot together with all other improvements thereon or therein and all lawns, landscaping of grounds on and within the Lot shall be the responsibility of the owner of such Lot. Each owner shall be responsible for maintaining its Lot in a neat, clean and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all improvements and other structures and all lawns, trees, shrubs, hedges, grass, walkways, driveways and other landscaping.

In the event that the Declarant or its successors and assigns determines that: (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, then in said event the Declarant or its successors excepting the event of an emergency situation shall give owner written notice of Declarant's or its Successor's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. In such event, the Owner shall have thirty (30) days within which to complete the same in a good workmanlike manner or in the event that such maintenance, cleaning, repairs, or replacement is not capable of completion within thirty (30) days, to commence said maintenance, cleaning, repairs, or replacement and diligently proceed to complete the same in a good workmanlike manner within a reasonable time frame. In the event of the failure of any Owner to comply with the provisions hereof after such notice, Declarant or its successors may provide (but shall not have the obligation to provide) any such maintenance, cleaning, repairs, or replacement, the sole costs and expense of which shall be added to and become a part of the assessment to which the Owner and his Lot shall be subject and shall become a lien against such Lot.

ARTICLE IV.

USE RESTRICTIONS

Section 4.01 Use of Lots and Dwellings. Each Lot and dwelling shall be used for residential purposes only, and no trade

or business of any kind may be carried on therein. No Lot shall be used for access to any adjoining Lot or other property, nor for the dedication of a roadway or used as an easement for an adjoining tract or tracts of land, or other Subdivision. When an Owner acquires two or more Lots then, and in that event, the adjoining one or more Lots may be used as one (1) building site and the side Lot lines and easements referred to therein shall apply to the outside perimeter line of the combined Lots.

Section 4.02 Exterior Appearance. No metal or chain-link fences shall be permitted and no fence shall be permitted between a single family residence or dwelling and the street line. Any unenclosed garages or carports must be adequately screened from street views. Further, no foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purposes nor shall any window-mounted heating or air-conditioning units be permitted.

Section 4.03 Signs. No signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any improvements. There shall be permitted one (1) sign of not more than six (6) square feet advertising the property for sale. Such sign shall be located adjacent to a driveway, ten (10) feet back on the property line and not more than three (3) 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 six (6) square feet and must be removed before occupancy by the Owners.

Section 4.04 Antennas. No television antenna, radio receiver, or other similar device shall be attached to or installed on any portion of Subdivision, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot, which may unreasonably interfere with the reception of television or radio signals within the Subdivision.

Section 4.05 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.

Section 4.06 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Subdivision, nor shall any nuisance or odors be permitted to exist or operate upon or arise from within the Subdivision, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Subdivision. Noxious or offensive activities shall not be carried on in any Lot.

Section 4.07 Prohibited Structures. No structure of a temporary character, house trailer of any kind, tent, shack, mobile home, barn or other outbuilding (other than storage sheds) shall be used, placed or allowed on any Lot or building site of land at any time either temporarily or permanently, except such temporary structures as may be necessary for the storage of materials by or for the convenience of workmen and contractors during the erection of residences upon said Lots. No temporary structure of any kind, including those hereinabove set out shall be used on any Lot or site at any time as a residence either temporary or permanently. "Modular Home" or similar types of dwellings shall not be constructed or placed upon any Lot or building site.

Section 4.08 Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of automobiles off the streets and roads within the Subdivision prior to occupancy of any Dwellings

owned by such Owner. There shall be no outside storage or parking upon any Lot of any: mobile home, trailer, motor home, tractor, truck (other than pickup trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. No Owners or other occupants of any portion of the Subdivision shall repair or restore any vehicle of any kind upon or within any Lot, or dwelling except (i) within enclosed garages or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Restrictions herein shall not prohibit the parking of one (1) pleasure boat (not exceeding 25 feet in length) per lot.

Section 4.09 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 V.

GENERAL PROVISIONS

Section 5.01 Duration. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any who shall be burdened and benefitted by these Covenants for a period of thirty (30) years from the date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a two-thirds majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part, provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 5.02 Notices. Any notice required to be sent to owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Dare County Tax Department at the time of such mailing. Notice to any one of the Owners, if title to a Lot is held by more than one, shall constitute notice to all Owners of a Lot.

Section 5.03 Enforcement. In the event of any violation or breach of any of the restrictions contained herein by any property owner or agent of such owner, Declarant, its successors or assigns, or the Owners of Lots within the Subdivision, and/or any homeowners association that may be hereinafter formed, or any of them, jointly or severally, shall have the right to proceed in law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach of any of the restrictions set out above, but before litigation may be instituted ten (10) days written notice of such violation shall be given to the Owner or his agent. The failure to enforce any right, reservation or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction contained in this Declaration shall in no way affect any of the other restrictions, but they and each of them shall remain in full force and affect.

Section 5.04 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or its successors will best effect the

intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive.

Section 5.05 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 5.06 No Trespass. Whenever the Declarant and its respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Subdivision, the entering thereon and the taking of such action shall not be deemed to be trespass.

Section 5.07 Amendment of Declaration. This Declaration may be amended by a majority of Lot Owners in the Subdivision. The Declarant shall be entitled to one (1) vote for each Lot owned by the Declarant. If any amendment to the Declaration creates an inconsistency in the By-Laws of the Association to the extent such inconsistency exists, the Declaration shall control. No amendment to this Declaration shall be effective until recorded in the Office of the Register of Deeds of Dare County, North Carolina.

IN WITNESS WHEREOF, the duly authorized partners of the undersigned Declarant have executed this Declaration of Protective Covenants under seal, this the 3rd day of March, 1992.

DECLARANT

Thomas F. Ritz (SEAL)
THOMAS F. RITZ

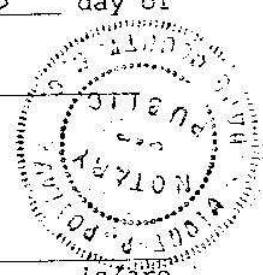
NORTH CAROLINA
DARE COUNTY

I, a Notary Public of the State and County aforesaid, certify that THOMAS F. RITZ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 3rd day of March, 1992.

08/08/95
My Commission Expires

Ticky P. Polay
Notary Public



[STAMP/SEAL]

The foregoing Certificate(s) of Dicky P. Polay 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.

Doris A. Sw
Register of Deeds for Dare County

By: Dorinda Jean Wade
Deputy/Assistant - Register of Deeds