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Prepared by Robert L. Outten, Attorney at Law  
and return to: Kitty Hawk, NC 27949

NORTH CAROLINA  
DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION is made and entered the 27<sup>th</sup> day of January, 2005, by Sea View Place Partnership, being referred to as the "Declarant" within this document.

WITNESSETH:

WHEREAS, the Declarant is the owner of those certain lands described as Lots 1 through 8, Sea View Place, as shown on a map or plat thereof entitled "Final Plat, Sea View Place, Recombination Subdivision Plat, Town of Kitty Hawk, Atlantic Township, Dare County, North Carolina" by William S. Jones, Jr., PLS, dated September 1, 2004 and recorded in Plat Cabinet F1 Slide 372 of the Dare County Registry.

AND WHEREAS, the Declarant intends to sell lots in the subdivision described on the plat referenced above, subject to certain protective restrictions, reservations and covenants in order to insure the most beneficial development of the said subdivision as a residential subdivision and to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment thereof, and it is the purpose of this declaration to declare and make known the covenants, conditions and restrictions which shall apply to the lands described above.

NOW, THEREFORE, Declarant hereby declares and makes known that the following restrictions, reservations and covenants are hereby imposed upon the said subdivision which shall run with the land in the subdivision and shall be binding upon Declarant, its agents, heirs and assigns, and upon all parties and persons claiming by, through or under them.



1. Residential Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single-family residences constructed in conformity and compliance with the architectural guidelines referenced in subsequent paragraphs of this Declaration. No detached garages, storage building, or other detached structure shall be permitted. No business or business activity may be carried on upon the property at any time. No lot shall be used for a model home. Notwithstanding the foregoing, nothing in this declaration shall prohibit the use of the properties within the subdivision for common purposes, as designated on the plat of the subdivision or on subsequent plats recorded, or in such other documents as may be recorded by the Declarant.

2. Subdivision of Lots. No lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Declarant, however, it shall be permissible to combine two or more adjacent lots, which have a common ownership, into one tract of land for purposes of building a dwelling which would be authorized on such lots individually. In the event of such a combination, the setback requirements relating to the common boundary between the lots will not prohibit building upon that boundary so long as setback requirements relating to the outside border of that tract are met. This provision does not reduce or remove any other restriction which may exist as a result of this declaration. Upon combination of two or more lots to build one dwelling as provided above, none of the combined lots may be built upon in the future unless the future building and the existing building are each in compliance with all setbacks, and other rules and regulations. In order that the purpose of this paragraph will not be avoided, condominiums, townhouses or other multiple family forms of ownership are understood to be prohibited by the prohibition against subdivision contained herein. Further, no property within the subdivision shall be developed or used in a manner that would constitute a "time-share" as defined in North Carolina General Statutes.

3. Architectural Review of Plans. No building, fences or other structure shall be erected, placed, moved into, maintained or in any way altered on any lot within the subdivision until the proposed building plans, elevations, specifications, exterior color or finish, plot plan (showing proposed location and elevation of such building structure, drives and parking areas) shall have been submitted in duplicate to Declarant in writing and such submittals have been approved by Declaration or its successor as evidenced by an approved copy of the elevation plans left in the permanent possession of the Declarant. The Declarant or its successor or designee may refuse to approve plans, locations or specifications upon any ground, including purely aesthetic considerations, which in the sole discretion of the Declarant shall deem sufficient. Declarant shall have the authority to determine the location of any structure upon the lot and such location shall be in Declarant or its successor's sole discretion. No alterations in the exterior appearance of any building or other structure shall be made without like approval by Declarant or its successor. The minimum square footage required shall be 1850 square feet of living area, exclusive of porches, patios, garages, unfinished areas and other protrusions from the base dimensions of the residence. For all structures within the subdivision, the roofs shall be constructed so that the pitch shall not be less than six to twelve. Exterior colors, including trim colors, shall be of color approved by Declarant or it successor. The exterior siding shall be shakes or vertical lap siding. No antennas of any type shall be permitted. One satellite dish, not



to exceed 18 inches in diameter may be constructed. The exterior of all houses and other structures, after approval of the building plans, must be completed within eight months from the commencement of construction, except where such completion is impossible, or results in great hardship to the owner or builder due to strikes, fire, national emergencies or calamities.

Declarant shall have the authority to adopt Architectural Guidelines containing such additional requirements or changing the forgoing requirements, as Declarant may deem appropriate. No fences shall be allowed except fences required around a pool. The height of such fence shall not exceed the minimum height required by the building code or other governmental regulations and such fence may not be located greater than four feet from the concrete, brick or tile, pool surround.

4. Maintenance of Buildings. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; in the event of destruction or casualty, premises are to be cleared and debris removed within sixty days from the date of such casualty. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept condition of buildings and other structures or grounds on his lot which shall tend substantially to decrease the beauty of the neighborhood and of the subdivision as a whole. Upon the failure of an owner to comply with this requirement, the Declarant reserves the right at its option, within three weeks after written notice has been mailed to such lot owner's last known address, to clean such property up or remove same if such property has been destroyed by fire or other disaster and Declarant's expense in so doing shall constitute a lien upon such owner's lot and improvements thereof, enforceable in the same manner as other liens described hereafter in the sections of this declaration dealing with liens and assessments.

5. Maintenance During Construction. During construction of improvements on the lots within the subdivision, the lot owner or builder shall maintain facilities for or arrange for a portable toilet on the premises. In addition, no approval for any improvements shall be effective until the owner or builder places, on an area adjacent to the pavement on the lot in question, a clay, marl, stone or other improved surface or base area so as to avoid the damage to the edge of the asphalt paved surface which occurs from access to the lot during construction. During construction, the owner or builder shall maintain a trash or rubbish bin of a type and size sufficient to avoid trash or debris from spreading from the building site and shall cause such area to be maintained and cleaned periodically, both during and at the end of construction.

6. Temporary Buildings. No trailer, double-wide modules, tent, shack or other temporary building shall be erected or placed on the lands within the subdivision except for the storage of materials or the convenience of workmen shall be permitted during the erection of a residence upon said lands, and such temporary structure shall be removed from said premises upon issuance of an occupancy permit of such residence. Notwithstanding the forgoing, Declarant or its successor shall have the right to require the removal of any trailer that may be permitted by this paragraph if, in the sole discretion of Declarant or its successor, such trailer is of a size, color, contains offensive language, or is otherwise out of character for the development or objectionable to Declarant or its successor for any reason.



7. Signs. There shall be no signs, billboards or advertising structures of any nature whatsoever placed on any lots or lands, except that one sign per lot shall be allowed for identification of the property owner and one sign offering the property for rent or sale provided such sign shall be no larger than six square feet in size. Notwithstanding, Declarant may erect signs of such type, size, number or nature that it desires, to advertise and market the property which is subject to these covenants.

8. Animals. After the receipt of an occupancy permit, property owners may keep dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes. During the construction of structures upon the properties subject to these covenants, no dogs shall be permitted upon such the property.

9. Easements. The Declarant reserves a perpetual, assignable and releasable easement and right-of-way over, on and under the ground to erect, maintain and use electric, cable television and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, cable television, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in, over or under the front ten (10) feet, the rear ten (10) feet and the side ten (10) feet of each lot.

10. Roads. The owners of Lots 5, 6, 7 and 8 shall use the common access easement shown on the plat as access to their lots and shall be responsible jointly, in equal shares, for the maintenance and repair of the common access easement as shown on the plat of the subdivision. The owner of Lot 4 shall access that lot only from Summer Lane and shall not access that lot from Eckner Street.

11. Occupancy. No residence erected upon any lot shall be occupied in any manner prior to completion of construction and the connection of permanent utilities.

12. Water and Sewage. All wells and septic tanks installed on the property shall be in accordance with the rules and regulations of the North Carolina Department of Health and the Dare County Health Department or the successor agency to such agencies or departments and shall be located on such lands in positions approved by such departments. No outside toilets will be permitted under any circumstances; except temporary toilets used during construction.

13. Setbacks. No building shall be located or constructed closer to any lot line than the designated setback shown on the plat of the subdivision for each lot, or if no setback is designated, then no closer than the setbacks adopted for residential dwellings by the Town of Kitty Hawk.

14. Variances and Modifications. As long as it owns a lot in the subdivision, Declarant reserves the right to include in any declaration, contract or deed thereafter made or entered into, such modifications and additions to these protective covenants, which will, in the sole opinion of Declarant, raise the standards, enhance the desirability of the subdivision as a residential area, or alleviate hardships. Declarant may allow reasonable variances and



adjustments of these covenants in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the subdivision.

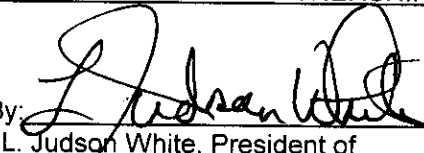
15. Violations. If the owners or occupants of any lot, or all of them, or their successors and assigns, shall violate any of the covenants and restrictions herein, it shall be the right of the Declarant herein, or its successors and assigns, or any lot owner in the subdivision, to institute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction for the purpose of preventing him or them from so doing, or to recover damages for such violation, or both.

16. Severance. The failure of Declarant or any of such party entitled to enforce any protective covenant contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Any provision of this declaration shall be deemed severable from the other provisions and in the event that any provision or portion of a provision or condition set forth within this declaration shall be deemed unenforceable, void, or unlawful, such a decision shall not affect the remainder of the covenants and conditions set forth within this declaration.

17. Continuation and Terminations. The foregoing conditions, reservations, declarations, covenants and easements shall be run with the lands and be binding upon all purchasers of lands or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 31st day of December, 2031, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a 75% of the then owners of the lots subject thereto has been recorded, agreeing to change the restrictions and covenants in whole or in part. For the purpose of such vote, the owners will be entitled to one (1) vote per lot regardless of the number of persons or entities owning any one lot.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name and in the capacity as set forth below, this the \_\_\_ day of \_\_\_\_\_, 2005.

SEA VIEW PLACE PARTNERSHIP

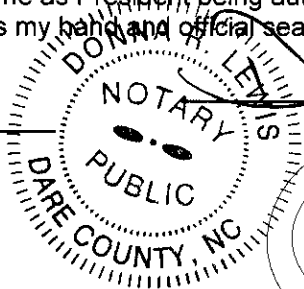
By:  (Seal)  
L. Judson White, President of  
Lorimer, Inc., Managing Partner



State of North Carolina  
County of Dare

I, the undersigned Notary Public, certify that L. Judson White personally came before me this day and acknowledged that he is the President of Lorimer, Inc., a corporation Managing Partner of Sea View Place Partnership and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation. witness my hand and official seal, this the 27th day of January, 2005.

My commission expires:  
4/14/2006



Donna R. Lewis  
Notary Public

NORTH CAROLINA  
DARE COUNTY

The foregoing Certificates of Donna R. Lewis a Notary Public 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.

**BARBARA M. GRAY**  
REGISTER OF DEEDS

Arndraun Y. Talbot  
BY: DEPUTY/ASSISTANT REGISTER OF DEEDS

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