

Attn: Sue Wyckoff
From: Mearl Meekins

EX 970 PG 0110

DRAWN BY AND MAIL AFTER
RECORDING TO:

S. Leigh Rodenbough IV
Brooks, Pierce, McLendon, Humphrey
& Leonard, L.L.P.
Post Office Box 26000
Greensboro, NC 27420

FILED

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

NORTH CAROLINA - DARE COUNTY
CERTIFY THE FOREGOING INSTRUMENT TO
BE A TRUE COPY AS COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE.

THIS 5th DAY OF JAN, 1995
DORRIS A. FRY

REGISTER OF DEEDS OF DARE COUNTY
BY *[Signature]*
ASSISTANT REGISTER OF DEEDS

NORTH CAROLINA

DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS is made and declared this 5th day of January, 1995, by PAMLICO OVERLOOK ASSOCIATES, LLC, a North Carolina limited liability company, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property shown on that plat entitled "Map of Pamlico Overlook, Buxton, Hatteras Twp., Dare County, North Carolina," prepared by W. M. Meekins, Jr., Registered Surveyor, of Manteo, North Carolina, and recorded in Plat Cabinet C, Slide 185 C, Dare County Registry;

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 inure to the benefit of each and every purchaser of lots or parcels shown on the aforesaid described plat;

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

THEREFORE, the Declarant does hereby declare and make known and publish that the following covenants and restrictions shall run with the lands and lots shown on the plat referenced above and said covenants and restrictions shall be binding on all parties, entities or persons

purchasing real property shown on the aforesaid plat or their heirs or designees or any other person claiming under them.

THE COVENANTS, RESTRICTIONS AND DECLARATIONS ARE AS FOLLOWS:

1. All lots and lands shall be used exclusively for residential purposes. No lots or lands included in this Declaration shall be used or occupied for the manufacture or sale of any articles or for any commercial purposes of any kind or character whatsoever, or for the conducting of any business. Hotels, motels, rooming houses or boarding houses are specifically forbidden. Further, no mobile or modular homes shall be permitted.
2. No more than one residence shall be erected on any one lot; however, when one 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 herein or on the above-referenced plat shall apply to the outside perimeter line of the combined lots.
3. No residence shall be erected or allowed to remain on any lot unless such residence shall contain not less than fifteen hundred (1,500) square feet of heated, finished living area. All computations of square footage as above required shall exclude basements (whether daylight or underground), open porches and garages. No floor or level of any residence, which floor or level is wholly or partially below the natural grade of the front elevation of the residence constructed on the lot, shall be included in the computation of the above-required square footage.
4. No building shall be erected or allowed to remain on any lot within 25 feet of the front lot line, 10 feet of any side lot line and 20 feet of the rear lot line.
5. No structure of a temporary character, including but not limited to a trailer of any kind, tent, shack, garage, barn, mobile home or other outbuilding shall be used or allowed on any lot or 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 during the erection of residences upon the said lots or lands and except for a temporary sales office to be used by the Declarant during the period of lot sales. No temporary structure of any kind, including those hereinabove set out, shall be used on any lot or land at any time as a residence either temporarily or permanently.
6. In order to preserve a desirable beauty and to protect purchasers of these lots and lands from having undesirable types of architecture placed on abutting properties with the subsequent depreciation to the whole, no residence, improvement or alteration of said residence shall be constructed or started until the construction plans and specifications and the plans showing the location of the structure on the lot have been submitted in writing and approved by Declarant, its successors or assigns, and

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evidenced by the approved copy of such plans and specifications left in the permanent possession of Declarant. Any additions to such premises will require like additional approval. Such plans submitted for approval shall include a site plan for preservation of dunes.

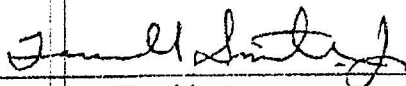
7. No fences shall be constructed on the lots or lands exceeding 36 inches in height above ground level except upon approval by Declarant.
8. All wells and toilets and sewage units installed upon said property shall be in accord with the rules and regulations of any governmental entity having jurisdiction over the property and shall be located upon said lands in positions approved by the Declarant and any governmental entity having jurisdiction over the property. No outside toilets will be permitted under any circumstances.
9. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, the premises are to be cleared and debris removed within 90 days from date of such casualty.
10. No noxious or offensive activity shall be carried on upon the lots or lands nor shall anything be done thereon which may be or may become an annoyance or nuisance to other lots or lands subject to these restrictions.
11. All service utilities, fuel tanks, woodpiles, trash and garbage accumulation are to be enclosed within a fence, wall or rack of a type and size approved by the Declarant in order to avoid the same from causing an unsightly view from any highway, street or other residence within the subdivision.
12. There shall be no signs, billboards or advertising structures of any nature whatsoever placed on any lots or lands. However, nothing contained in this Declaration shall be construed to prohibit the Declarant from erecting and maintaining signs advertising the subdivision and the sale of lots therein until all lots in the subdivision have been sold. In addition, individual lot owners, whether or not the Declarant, shall be entitled to erect on a lot "For Sale" signs or "For Rent" signs that do not exceed three (3) feet in width and two (2) feet in height.
13. There is reserved an easement for the purpose of drainage and installation and maintenance of utilities over and upon the ten feet of each lot or parcel of land which abuts the front and side lot lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or sanitary sewer or water lines or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.
14. Electrical service, telephone and other utility lines shall be placed underground and no utility lines shall be placed overhead.

- 15. Enforcement of these covenants, restrictions and declarations may be by Declarant or any owner of property subject to these covenants either for equitable restraint against the violation thereof, or at law for damages by virtue of any such violation, and the invalidation of any one or more of the conditions and restrictions set out herein shall in no way affect any other of such provisions, all of which shall remain in full force and effect.
- 16. Declarant reserves the right to bring other property belonging to said Declarant under these Protective Covenants by filing a supplementary Declaration setting forth that purpose.
- 17. Declarant reserves unto itself, its successors and assigns, the right and privilege of providing exceptions from the terms and effect of Restriction Nos. 2 and 3 hereinabove when in the opinion of Declarant such exception is necessary or warranted. Any such exceptions shall be in writing.
- 18. The foregoing conditions, reservations, declarations, covenants and easements shall run with the land and be binding upon all purchasers of land or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 31st day of December, 2014, at which time the said conditions, reservations, easements, declarations and covenants shall automatically be extended for further successive periods of 15 years each unless by vote of the then owners of record of a majority of the lots shown on the plat above referred to, its is agreed on or before such expiration date to change the said conditions, reservations, easements, restrictions, covenants, declarations in whole in part.

IN TESTIMONY WHEREOF, Declarant has hereunto set its hand and seal the day and year first above written.

PAMLICO OVERLOOK ASSOCIATES, LLC

By: H. T. SMITH & COMPANY , its
Manager

By: 

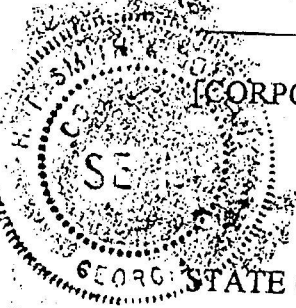
President

ATTEST:

[Handwritten Signature]
Secretary

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[CORPORATE SEAL]

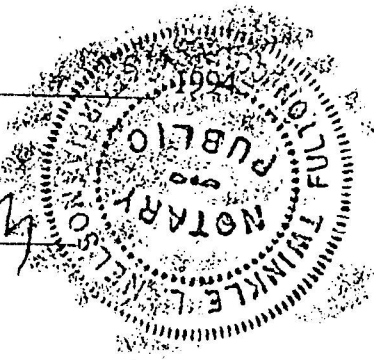


STATE OF Georgia
COUNTY OF Fulton

I, Twinkle L. Nelson, a Notary Public of the County and State
aforesaid, certify that Terrill Smith III personally came before me this day and
acknowledged that he is _____ Secretary of H. T. SMITH & COMPANY,
a _____ corporation, and that, by authority duly given and as the act of the
corporation in its capacity as Manager of Pamlico Overlook Associates, LLC, the foregoing
instrument was signed in its name by its _____ President, sealed with its corporate
seal, and attested by _____ self as its _____ Secretary.

WITNESS my hand and notarial seal, this 19th day of Dec

[Handwritten Signature]
Notary Public



My Commission Expires:

Notary Public, Fulton County, Georgia.
My Commission Expires November 14, 1995

NORTH CAROLINA DARE COUNTY

The foregoing certificate of Twinkle L. Nelson a Notary Public of Fulton County, Georgia 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.

DORRIS A. FRY, REGISTER OF DEEDS FOR DARE COUNTY

[Handwritten Signature]