

NORTH CAROLINA
CURRITUCK COUNTY

BOOK 112 PAGE 284

KNOW ALL MEN BY THESE PRESENTS:

That Whalehead Club, Inc. a corporation organized and existing under the laws of the State of North Carolina, hereinafter sometimes called Developer, does hereby covenant and agree to and with all other persons, firms and corporations hereafter acquiring any property shown and designated as Lots 1 through 35 on that certain plat prepared by S. Elmo Williams, Registered Surveyor under date of July 31, 1970 entitled in part " Corolla Village Section 1 Currituck County, North Carolina" recorded in Map Book 3 , Page 25 , in the Office of the Register of Deeds of Currituck County, said property being now owned by Whalehead Club, Inc., that said property shall be hereby subjected to the following restrictions as to the use thereof running with said properties by whomsoever owned, to wit:

FIRST: No lot shall be used except for residential purposes. No building shall be erected or placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars, provided, however, on lot 17,18,19 and 20 in lieu thereof there may be constructed on each of said lots 17,18,19 and 20 a single structure duplex building containing two separate dwelling units each for single family occupancy and such duplex dwellings shall not exceed two and one-half stories in height and same may contain a private garage for not more than two cars for each unit.

SECOND: The design, materials, construction and location on each lot of any home, residence or other permitted building or buildings or the alteration or addition thereto, before the beginning of any work thereon, shall be submitted to the Developers for approval and its approval shall be a condition precedent to the beginning of work on said structure.

THIRD: No building or structure including porches shall be erected nearer than 20 feet to the front lot line nor nearer than 15 feet to the side street lot line nor nearer than 7 feet to any interior side lot line or rear line.

FOURTH: No trailer, tent, shack or other temporary buildings shall be erected or placed on any lot within the subdivision except with the express written approval of the developers and all grants of such exceptions by written approval of the developers shall terminate immediately upon the State of North Carolina

constructing or taking over the maintenance of a public road leading into said subdivision and connecting same with the highway system of the State of North Carolina.

FIFTH: No single-family dwelling shall be constructed containing less than 800 square feet of livable floor space and no duplex building shall be constructed containing less than 800 square feet of livable floor space in each unit. There shall be excluded from the above calculation all wall space, garages, breezeways, unfinished attics and porches even though the breezeway and porches are enclosed.

SIXTH: No lot in said subdivision shall be resubdivided or divided so as to form a lot having less area than contained in the original lot, but it is contemplated that Purchasers may purchase one or more lots or portions thereof, provided such lot so assembled shall not be of less area than either of the original lots forming a part thereof.

SEVENTH: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent or signs used by the Developers to advertise the property during the construction and sale period.

EIGHTH: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

NINTH: No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary containers and all incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

TENTH: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ELEVENTH: No outside toilet shall be erected on said property and all toilets shall be connected with approved sanitary sewage system.

TWELFTH: The owners of Lots 16,17,18, 19,20 and 21 in the improvement of said lots and in the construction of improvements thereon shall maintain the dune lines and the stability thereof in as good or equally stable condition as exist at the time of the filing of this declaration.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them from the date hereof up to August 1, 1990, after which time said covenants shall be automatically extended for successive periods of 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.

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 and specifically, without limiting the above, the owners of any lot having thereon a permitted excepted structure within the exception contained in covenant Fourth above, by the acceptance of such permit and right under the exception, covenant and agree to abide by the conditional permit and acknowledge that they are subject to the issuance of a mandatory injunction to remove said structure permitted under the exception upon their failure to remove same upon the expiration of said permit.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF WHALEHEAD CLUB, INC. has caused these presents to be signed in its corporate name by its President, duly attested by its Secretary and its corporate seal hereto affixed, all by authority duly given all as and of the 1st day of August, 1970.

WHALEHEAD CLUB, INC.

BY J. Kenyon Wilson, Jr.
President

Attest:
G. T. Brinson
Secretary
NORTH CAROLINA
WASQUOTANK COUNTY

This is to certify that on the 5th day of August, 1970 before me personally came G. T. Brinson, with whom I am personally acquainted, who being by me duly sworn, says that J. Kenyon Wilson, Jr. is the President and that she, the said G. T. Brinson is the Secretary of Whalehead Club, Inc., the Corporation described in and which executed the foregoing instrument, that