

Covenants

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NORTH CAROLINA

DARE COUNTY

THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS, made this 1st day of January, 1973, by Brigands' Bay Developers, Inc., hereinafter referred to as Declarant:

W I T N E S S E T H :

THAT, WHEREAS, the Declarant heretofore filed under date of June 30, 1966, and duly recorded in Book 134, Page 188, Public Registry of Dare County, North Carolina, a Declaration of Protective Covenants with respect to Lots No. 7 through 383, inclusive, and lots No. 421 through 464, inclusive, as shown on a map or plat of Brigands' Bay, dated April 14, 1966, and June 7, 1966, and duly recorded in Map Book 3, Page 2, Public Registry of Dare County, North Carolina;

AND, WHEREAS, the Declarant heretofore filed under date of August 17, 1967, and duly recorded in Book 143, Page 176, Public Registry of Dare County, North Carolina, a Declaration of Protective Covenants with respect to Lots No. 3, 4, 5 and 6, inclusive, as shown on a plat of Brigands' Bay, dated April 14, 1966, and June 7, 1966, and duly recorded in Map Book 3, Page 2, Public Registry of Dare County, North Carolina;

AND, WHEREAS, the Brigands' Bay Developers, Inc., heretofore filed under date of July 14, 1966, a Declaration of Protective Covenants with respect to Lots No. 413, 414, 415, and 416 as shown on map or plat of Brigands' Bay, dated April 14, 1966, and June 7, 1966, and duly filed for record in Map Book 3, Page 2, Public Registry of Dare County, North Carolina;

AND, WHEREAS, the Declarant does desire to modify said covenants herein before referred to with respect to the reservations therein of approval of the Developer with respect to certain matters and things, and to place the right of approval for the various items therein contained in the Architectural Review

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Committee of Brigands' Bay Homeowners' Association, Inc.

NOW, THEREFORE, the Declarant does by this instrument amend and make known the following covenants and restrictions which are to run with the land hereinabove designated and shall be binding upon all parties and persons claiming under them:

1. That the fee simple title to the streets, roads, lands, canals, private areas shown on said plats hereinabove designated as "Brigands' Bay" is reserved unto the Declarant for the use and benefit of itself, its successors and assigns; and an easement for the purpose of drainage and the construction, installation and maintenance of utilities, roads, and for the purpose of ingress and egress to and from the lots and roadways is retained by the Declarant over and upon the ten (10) feet of each parcel of land abutting streets and roadways.

2. No lots shall be used or occupied for the manufacture or sale of any articles or for any commercial purpose of any kind or character whatsoever, or for the carrying on of any business, for a hotel, motel, rooming or boarding house.

3. Lots shall be used exclusively for residential purposes and no more than one residence shall be erected on any of the lots; but 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 in which event the side line easements referred to herein shall apply to the outside perimeter property line of the combined lots acquired by said one property owner. No lot may be resubdivided without the written joinder of Brigands' Bay Homeowners' Association, Inc., and under no circumstances may a lot be resubdivided for the purpose of creating additional lots.

4. No structure of a temporary character, including but not limiting thereto, trailer of any kind, tent, shack, garage, barn, or other outbuilding shall be used or allowed on any lot at any time either temporarily or permanently, except such temporary structures as may be necessary for the storage of materials or the convenience of workmen during the erection of residences upon said lands, and such temporary structures as may be required by Declarant during the period of development and sales. No temporary structure provided for the storage of materials or the convenience of workmen shall be used on any lot at any time as a residence either temporarily or permanently.

5. In order to preserve a desirable beauty and to protect purchasers of this property from having undesirable types of architecture placed on abutting properties with the consequent depreciation to the whole, no residence, improvements or alterations on said premises shall be constructed or started until the construction plans and specifications and a plan showing the location of the structure on the lot have been submitted in writing and approved by Brigands' Bay Homeowners' Association, Inc., its successors or assigns, and evidenced by the approved copy of such plans and specifications left in the permanent possession of the Brigands' Bay Homeowners' Association, Inc. Any additions to such premises, including fencing, will require like additional approval.

6. Brigands' Bay Homeowners' Association, Inc., is hereby designated to approve the design and construction of all bulkheads constructed on any lot fronting on water or canals.

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7. The ground floor of a residence, exclusive of porches and garages, shall not be less than 600 square feet for a one-story dwelling, or less than 500 square feet for a dwelling of more than one story.
8. The exterior of any residence or other improvement or alteration must be completed within six (6) months of the commencement of construction of said residence, alteration or improvement in accordance with the construction plans and specifications as approved by Brigands' Bay Homeowners' Association, Inc.
9. No structure shall be used at any time either temporarily or permanently as a residence until the exterior is completed in accordance with Paragraph 8 above and all sanitary facilities are fully operative.
10. No lot may be used as a street, lane, way or easement over which access might be obtained to adjacent properties (whether within or without "Brigands' Bay") without the specific written consent of Brigands' Bay Homeowners' Association, Inc.
11. No sign of any kind shall be displayed on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by Declarant to advertise lot sales in the development.
12. No noxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or any household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
14. All service utilities, fuel tanks, woodpiles and trash and garbage accumulations are to be enclosed within a fence or wall of a type and size approved by the Brigands' Bay Homeowners' Association, Inc., so as to preclude the same from causing an unsightly view from any highway, street, or way within the subdivision, or from any other residence within the subdivision.
15. All wells and toilet and sewage units installed upon said property shall be in accord with the rules and regulations of the North Carolina Department of Health, and shall be located upon said lands in positions approved by the Brigands' Bay Homeowners' Association, Inc. and said Health Department. No outside toilets will be permitted under any circumstances.
16. All buildings, structures and appurtenances shall be maintained in a suitable state of repair; and in event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of casualty.
17. Walls and fences shall be ornamental in character and may not extend into a front yard any further than the front setback line of the house.
18. No structure or pier shall be erected or placed on any lot fronting on water which extends beyond the property line into said water.

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19. No building or structure, including porches, shall be erected or placed on any lot closer than eight (8) feet from the side line of such lot, nor closer than twenty (20) feet from any street or road shown on the referenced plat. For the purposes of this paragraph, the side yard of any lot is that portion of the lot immediately adjacent to the property line defining the longer dimension of the lot.

20. Enforcement of these covenants may be by the Declarant or any owner in the subdivision, either for equitable restraint against the violation thereof, or at law for damages by virtue of such violation, and the invalidation of any one of the conditions and restrictions shall in no wise affect any other of such provisions, all of which shall remain in full force and effect.

21. The Declarant does hereby assign and transfer those rights of approval heretofore reserved unto itself on lots which may have been heretofore conveyed prior to this Amended Declaration of Protective Covenants to Brigands' Bay Homeowners' Association, Inc., its successors and assigns.

22. The foregoing conditions, reservations, easements and restrictions shall run with the land and be binding upon all purchasers of sites in said subdivision covered by these restrictions and upon all persons claiming under them until January 1, 1990, at which time the said conditions, reservations, easements, and restrictions shall automatically be extended for further successive periods of ten (10) years each unless, by vote of the then owners of record of a majority of the sites shown on said plat acting by and through the Brigands' Bay Homeowners' Association, Inc.; it is agreed, on or before such expiration dates, to change the said conditions, reservations, easements, and restrictions, in whole or in part. The Declarant does hereby agree that only owners of those lots which have passed from Declarant's control shall be eligible to vote on matters coming within the purview of this paragraph. Lots owned by Declarant shall not be eligible to vote.

IN TESTIMONY WHEREOF, Brigands' Bay Developers, Inc., has caused this instrument to be executed in its corporate name by its President, attested by its Assistant Secretary, its common corporate seal affixed hereto, all as the act and deed of said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

BRIGANDS' BAY DEVELOPERS, INC.

CORPORATE SEAL

by Mollie P. Carroll
President

ATTEST:

Mary P. Carroll
Assistant Secretary

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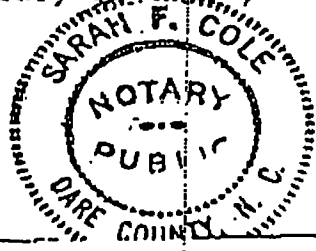
DARE COUNTY

This 12th day of July, 1973, William A. Carroll personally appeared before me, Sarah F. Cole, a Notary Public of the aforesaid county and state, who, being by me duly sworn, says that he is President of Brigands' Bay Developers, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said William A. Carroll acknowledged the said writing to be the act and deed of said corporation.

NOTARIAL SEAL

Sarah F. Cole
Notary Public

My commission expires: 7-7-75



NORTH CAROLINA

DARE COUNTY

NORTH CAROLINA, DARE COUNTY

The foregoing certificate of Sarah F. Cole a Notary Public of Dare County, North Carolina, is certified to be correct.

PRESENTED for registration this the 6 day of August 1973, at 3-40 o'clock P.M., and recorded in this office in Book 203, Page 867. 8-16-73

Ernest W. Gray By Assistant Register of Deeds
Register of Deeds