

DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

C. G. Whitley
Need front should be covered

This Declaration of Protective Covenants made and declared this 3rd day of September, 1971, by BUCCANEER COVE CORPORATION, hereinafter called Declarant:

W I T N E S S E T H:

WHEREAS Declarant is the owner of certain real property shown on that plat entitled "Buccaneer Cove, Section A --Lots 1 thru 44, 8.15 acres, Hatteras Township--Dare County--North Carolina", prepared by John G. Cargill, Jr., Registered Land Surveyor, and recorded in Map Book 5 at page 10, 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, 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 hereinbefore described, 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. The fee simple title to the streets, roads or lanes shown on said plat hereinbefore designated is reserved unto the Declarant only for the purpose of conveying and transferring unto the North Carolina State Highway Commission such title as may be necessary for the acceptance and maintenance of said roads and streets; 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 and easement is retained by the Declarant over and upon the ten feet of each parcel of land abutting streets or roadways.
2. No lots included in this Declaration shall be used or occupied for the manufacture or sell of any articles or for any commercial purpose of any kind or character whatsoever, or for the carrying on of any business or for hotel, motel, rooming house or boarding house.
3. Except as may be set out in other restrictions of this Declaration, lots shall be used exclusively for residential purpose 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. Under no circumstances may a lot be resubdivided for the purpose for creating additional lots.

4. No structure such as, including but not limited thereto, a 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. The ground floor of a residence, exclusive of porches and garages, shall be not less than 720 square feet for a one-story dwelling, or less than 500 feet square for a dwelling of more than one story.

6. 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 Declarant or its successors or assigns.

7. No structure shall be used at any time either temporarily or permanently as a residence until the exterior is completed in accordance with Paragraph 6 above and all sanitary facilities are fully operative.

8. 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 "Buccaneer Cove") without the specific written consent of Declarant.

9. 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.

10. 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.

11. 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 that they are not kept, bred or maintained for any commercial purpose.

12. 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 Declarant 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.

13. All 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 Declarant and said Health

Department. No outside toilets will be permitted under any circumstances.

14. All buildings, structures and their 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 such casualty.

15. 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.

16. 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-five (25) feet from the front street or road and fifteen feet (15) on the side street or road shown on the reference 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.

17. 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, 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, it is agreed, on or before such expiration dates, to change the said conditions, reservations, easements and restrictions, in whole or in part.

18. 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.

19. However, regardless of the provisions of restriction number 3, hereinabove, the following lots may be used for temporary or permanent trailers, week-enders, mobile homes, tents, or other camping facilities, but in any event, all provisions of this Declaration shall apply to all lots except as modified by this restriction: Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35.

IN TESTIMONY WHEREOF, Buccaneer Cove Corporation has caused the

Declaration of Protective Covenants to be executed in its corporate

name by its President, attested by its Secretary and its common

corporate seal affixed hereto, all as the act and deed of said

corporation by authority of its Board of Directors duly and legally

given, this day and year first above written.

BUCCANEER COVE CORPORATION

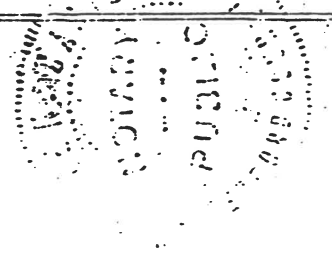
BY:  President

ATTEST:



STATE OF Virginia
County of Albemarle

This 3rd day of September, 1971, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally came John B. Carter who, being by me first duly sworn, deposes and says: That he is President of the Buccaneer Cove Corporation, that the corporate seal affixed to the foregoing instrument in writing is the corporate seal of the said Buccaneer Cove Corporation, and that said writing was signed and sealed by him in behalf of the said Buccaneer Cove Corporation by its authority duly and legally given. And the said John B. Carter acknowledged the said writing to be the act and deed of the said Buccaneer Cove Corporation.



WITNESS my hand and notarial seal, this the 3rd day of September, 1971.

John B. Carter
NOTARY PUBLIC

MY COMMISSION EXPIRES:
October 1, 1974
NORTH CAROLINA

DARE COUNTY

The foregoing certificate of Janice K. Carter a Notary Public of Bedford County, Virginia is certified to be correct.

PRESENTED for registration this the 30th day of September, 1971, at 10-40 o'clock A.M., and recorded in this office in Book 179, page 110.

William R. Daniel
REGISTER OF DEEDS

BY: Edelle B. Daniel
ASSISTANT REGISTER OF DEEDS