

Frisco Woods

NORTH CAROLINA
DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this 5th day of May, 1976, by MIDGETT BROS., INC., hereinafter called "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property shown on that plat entitled "Frisco Woods" prepared by Moore, Gardner and Associates, Inc., Consulting Engineers of Greensboro, North Carolina, and recorded in Map Book 8 at page 31, 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, Declarants do 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. 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, and rooming houses are specifically forbidden.
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 shall apply to the outside perimeter line of the combined lots.
3. No structure of a temporary character, including but not limited to trailer of any kind, tent, shack, or mobile home 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. 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 except that this restriction shall not prohibit "double-wide" mobile homes of a width of not less than 24 feet or modular or prefabricated houses.
- * 4. No fences shall be constructed on the lots or lands exceeding 60 inches in height above ground level.
5. All wells and toilets 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 said Health Department. No outside toilets will be permitted under any circumstances.

6. 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.

7. 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 those restrictions.

8. 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 to avoid the same from causing an unsightly view from any highway, street, or other residence within the subdivision.

9. There shall be no signs, billboards or advertising structures of any nature whatsoever placed on any lots or lands, except sale signs not exceeding 2-feet by 3-feet in size.

X 10. There is established a permanent easement for the purpose of installation and maintenance of utilities over and upon the ten feet of each lot or parcel of land which abuts any property line.

11. Enforcement of these covenants, restrictions and declarations may be by 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.

12. 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, 1999, at which time the said 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, it is agreed on or before such expiration date to change the said restrictions, covenants, or declarations in whole or in part.

IN TESTIMONY WHEREOF the said MIDGETT BROS., INC. has caused this instrument to be executed in its name by its President and attested by its Secretary, and its corporate seal affixed hereto, all as the act and deed of the said corporation by its authority duly and legally given, the day and year first above written.

MIDGETT BROS., INC.

BY J. Stuart Midgett
President

ATTEST:

Anderson Midgett
Secretary

STATE OF North Carolina
CITY/COUNTY OF Mecklenburg

This 6th day of June, 1976, personally came before me, the undersigned Notary Public of the aforesaid State and City/County, J. Stuart Midgett, who, being by me first sworn, says that he is President of MIDGETT BROS., INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that the said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said Anderson Midgett acknowledged the said writing to be the act and deed of the said corporation.

WITNESS my hand and notarial seal, this 12th day of June 1976.

Josephine M. Jonnetta
NOTARY PUBLIC

MY COMMISSION EXPIRES:
1-1-81

NORTH CAROLINA
DARE COUNTY

The foregoing certificate of Josephine M. Jonnetta, a Notary Public of Dare County, North Carolina, is certified to be correct.

PRESENTED for registration this the 14th day of June, 1976, at 12-10 o'clock P.M., and recorded in this office in Book 233, Page 537. 6-23-76

Estelle B. Sullitt
REGISTER OF DEEDS

BY: _____
ASSISTANT REGISTER OF DEEDS