

Prepared by and return to:
 Thomas L. White, Jr.
 P. O. Box 189
 Manteo, N.C. 27954

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NORTH CAROLINA
 DARE COUNTY

ALVA G. WISE
 REGISTER OF DEEDS
 DARE COUNTY, N.C.

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this the 14th day of August, 1980, by DONALD F. LANG and wife, JOAN K. LANG, and WILLIAM P. WITHERS and wife, JACQUELIN M. WITHERS, hereinafter called the Declarants:

W I T N E S S E T H :

WHEREAS the Declarants are the owners of a certain tract of real property located near the Village of Frisco, Hatteras Township, Dare County, North Carolina, as shown on that map or plat entitled "Indiantown Shores Section Six" prepared by W. M. Meekins, Jr. & Associates, Surveyors, dated June 1979 and recorded in Plat Cabinet A, Slide 252, Dare County Registry, and as shown on that certain map or plat entitled "Plat of Revision of Lot 41, Block B, and Indiantown Shores, Block Five" prepared by W. M. Meekins, Jr. & Associates, and recorded in Plat Cabinet A, Slide 223, Dare County Registry;

WHEREAS Declarants intend 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 the Declarants to declare and publish the covenants and restrictions which shall apply to the lands shown on the aforesaid described plat;

THEREFORE, the 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. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

THE COVENANTS, RESTRICTIONS, AND DECLARATIONS ARE AS FOLLOWS:

1. That the fee simple title of the lanes, canals, and private areas shown on said plats hereinbefore designated as Indiantown Shores is reserved for the use and benefit of Declarants, their successors and assigns.
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 house, or boarding house.

3. (a) 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 or part of an adjoining lot then and in that event, the adjoining one or more lots or part of an adjoining lot 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 property owner. No lot may be subdivided, and under no circumstances may a lot be resubdivided for the purpose of creating additional lots. Only single family residences may be allowed on any single lot and no lots or parts of lots may be combined in such a manner as to create an additional building site.
(b) However, physicians, dentists, and other professionals, shall not be restricted from maintaining offices on the real estate whenever such office is maintained as part of a residence.
(c) Except as provided in 3(b) no commercial or business activity of any kind may be conducted on any lot.
4. No structure of a temporary character, including but not limited to, trailers of any kind, motor homes, tents, shacks, garages, barns, or other outbuildings shall be used or allowed on any lot.
5. No motor home, truck, trailer, camper or commercial vehicle of any kind shall be stored on the premises except fourwheel pickup trucks when used as family transport.
6. The ground floor of a single family residence, exclusive of porches and garages, shall be not less than 1100 square feet for a one-story dwelling, or 750 square feet for a dwelling of more than one story.
7. 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.
8. No structures shall be used at any time either temporarily or permanently as a residence until the exterior is completed in accordance with Paragraph 7 above and all sanitary facilities are fully operative.
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 and one (1) sign of not more than five (5) square feet advertising the property for sale or rent.
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 or size 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 in the subdivision. Any such items must be located and remain not less than 40 feet from the front lot line.

13. 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 said Health Department. No outside toilets will be permitted under any circumstances.
14. All buildings, structures, and appurtenances shall be maintained in a suitable state of repair; and in the event of destruction by fire or other casualty, premises are to be cleared of debris within 90 days from date of such casualty.
15. No structure or pier shall be erected on any lot fronting on water which extends beyond the property line into said water.
16. 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.
17. No building or structure, including porches, shall be erected or placed on any lot closer than 8 feet from the side line of such lot, nor closer than 25 feet from any street or road as shown on 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.
18. Any grading of lots or changing of existing contours shall be accomplished with a minimum relocation of soil and sand and the destruction of trees and vegetation shall be limited to that required for the location of a house or appurtenance thereon. It is deemed and established that the ecology in the area of this subdivision is fragile and the likelihood of damage to any particular lot or adjoining lots by land disturbing activities is probable. Therefore, for the purpose of preserving the fragile ecology, the developers reserve the right to determine the location of a proposed single family residence on any lot, which said approval must comply with all requirements of these restrictive covenants as far as setbacks and the desires of the lot owner as to house location shall not be unreasonably denied. The Declarants represent that each lot is suitable for a single family residence to be located thereon meeting the requirements of this provision.
19. Exterior lights located on a lot or the outside of a residence shall not exceed 150 watts each.
20. Hunting, trapping and the shooting of hand guns, guns and rifles of any kind within the subdivision is prohibited.
21. No boats or other water vessels may be stored on any lot unless the boat or vessel is located further away from the street than the actual distance of the closest primary wall of a single family residence to the street.
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, 1999, at which time the said conditions, reservations, easements and restrictions shall automatically be extended for further successive periods of 10 years each unless by vote of the then owners of record of a majority of the sites shown on said plats, it is agreed on or before such expiration dates, to change the said conditions, reservations, easements and restrictions, in whole or in part.

NORTH CAROLINA, DARE COUNTY

The foregoing certificates of Josephine M. Jennette, a Notary Public
of Dare County, N.C. and Thomas H. Clark, a Notary Public of the State
of Ohio are certified to be correct.

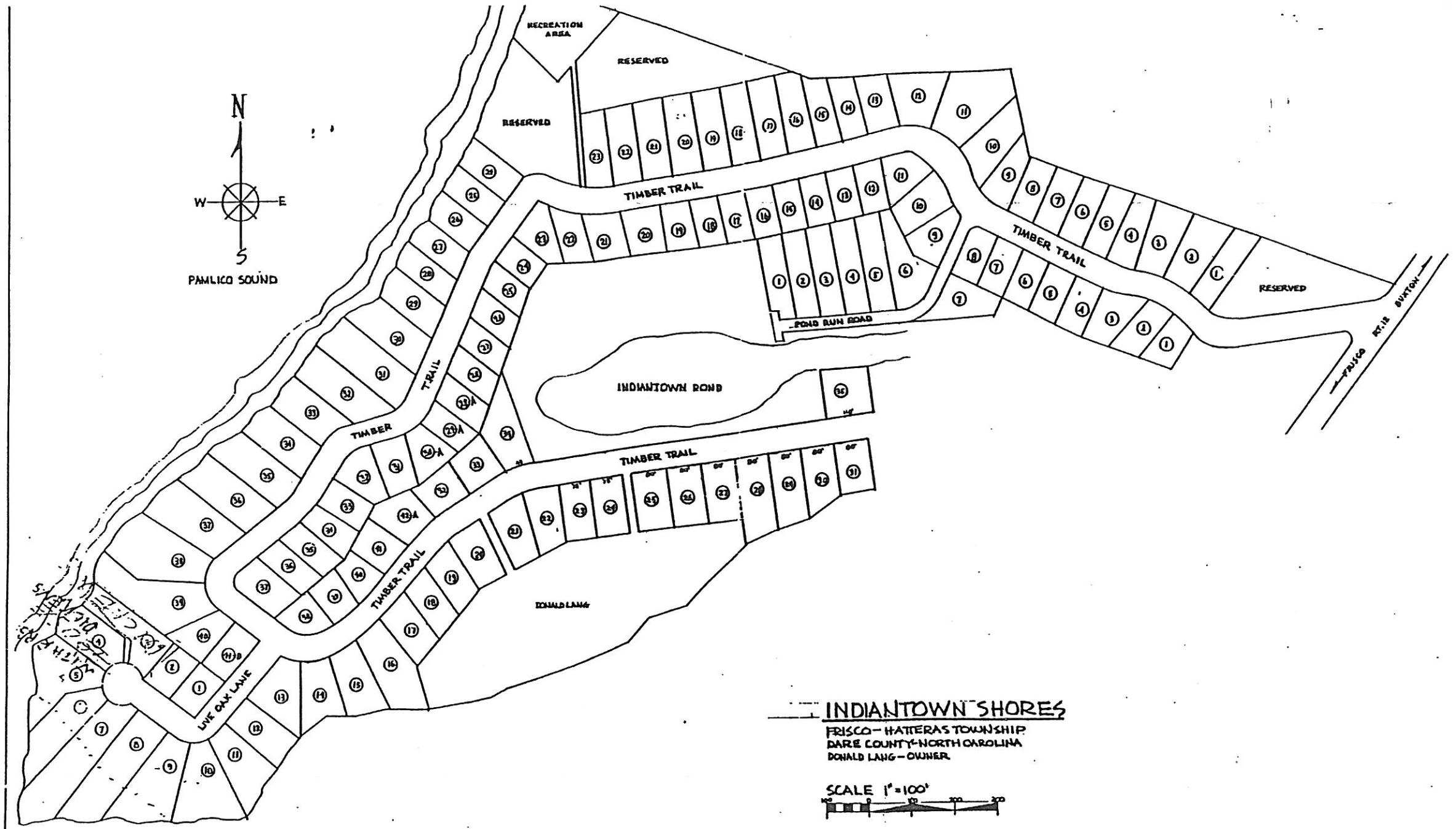
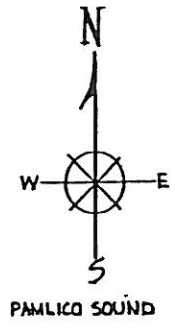
This instrument and this certificate are duly registered at the date
and time and in the Book and Page shown on the first page hereof.

Alva H. Linn
REGISTER OF DEEDS

BY: Barbara A. Bridges
ASSISTANT REGISTER OF DEEDS

8-21-80

W-11-11-11 15D+ - along & inside of main jet



INDIANTOWN SHORES
FRISCO - HATTERAS TOWNSHIP
DARE COUNTY - NORTH CAROLINA
DONALD LANG - OWNER

