

DECLARATION OF RESTRICTIONS WIND-HAVEN SHORES

HATTERAS, DARE COUNTY, N. C.

John Hanes Lassiter, of Mecklenburg County, North Carolina, being the owner of that certain land described in the Deed recorded in Book 108 at page 418 in the Dare County, North Carolina, Registry, said land being also shown on that certain map or plat of Wind-Haven Shores recorded in Plat Book No. 3 at page 77 in said Dare County Registry, does, by this instrument declare and make known the following covenants and restrictions and does hereby place and impose the same on all of the lots of land shown on the aforesaid map of Wind-Haven Shores and on the title and use of such lots, said restrictions to run with the land and to be binding upon and inure to the benefit of the Declarant, his heirs, assigns and future grantees, and any and all owners of the land as shown on said map, except that the covenants and restrictions set forth herein shall not be applicable to Lots 34 and 35 of Wind-Haven Shores as shown on said map.

1. The fee simple title to the streets, roads, and lanes, shown on said map of Wind-Haven Shores is reserved unto the Declarant for the use and benefit of himself, his successors and assigns, and 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 and 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 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 sale of any articles or for any commercial purpose of any kind or character whatsoever, or for the carrying on of any business, or a hotel, motel, rooming house or boarding house. *

3. Lots included in this Declaration 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 the Declarant, and under no circumstances may a lot be resubdivided for the purpose of creating additional lots. However, there may be added to or combined with any lot as shown on the recorded plat all or a portion of another lot or lots to produce a larger building plot or site.

4. No structure of a temporary character, including but not limited 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 the Declarant, his heirs or such assigns as may be specifically granted the authority to grant such approval (all such parties being hereinafter designated as the "Approving Authority"), and evidenced by the approved copy of such plans and specifications left in the permanent possession of the Approving Authority. Any additions to such premises, including fencing, will require like additional approval.

6. The Approving Authority reserves the right to approve the design and construction of all bulkheads constructed on any lot fronting on water or canals.

7. The floor area of all residences, exclusive of porches and garages, shall be not less than 800 square feet.

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 Approving Authority.

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 Wind-Haven Shores) without the specific written consent of the Approving Authority.

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 that 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 Approving Authority 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 sewerage 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 Approving Authority and said Health Department. No outside toilets will be permitted under any circumstances.

16. 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.

17. Walls and fences shall be ornamental in character and may not extend into a front yard any further than the front set-back 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 without prior approval in writing from the Approving Authority.

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 Lassiter Lane 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, when measured from the center of any adjoining cul-de-sac or street.

20. Fee simple title to the strip of land fronting 20.58 feet on Lassiter Lane and 31.03 feet on Pamlico Sound and lying between Lots 20 and 21, and to the strip of land 20 feet in width lying between Lots 24 and 25 as shown on the map of Wind-Haven Shores (said strips of land being hereinafter referred to as the "Marina Areas"), and to the canal shown on the aforesaid map is reserved unto the Declarant for the use and benefit of the Declarant, his heirs and assigns, it being understood that the owner or owners of each and every lot in Wind-Haven Shores as shown on said maps shall have an easement over said Marina Areas and canal and right of way thereon to and from the waters of Pamlico Sound.

21. Declarant, for himself, his heirs and assigns, hereby reserves a right of way and easement five (5) feet in width, and the right to grant and convey the same or any rights therein to any person or party for the purpose of installing power lines, poles, water lines and other utility lines and equipment along each lot line of the lots as shown on the aforesaid map.

22. It is understood and agreed and represented by the Declarant and the deeds issued to purchasers from the Declarant take subject to this representation, that insofar as the lots which may be included in this section are situated or located upon a creek, lake, canal or other waterway, and a bulkhead has been or is being constructed thereupon by the Declarant, the maintenance of such bulkhead structure and the lands fronting thereon is a liability of each individual lot owner and the Declarant owner assumes no maintenance liability therefor.

23. The foregoing conditions, reservations, easements and restrictions shall run with the land and be binding upon all purchasers of sites in Wind-Haven Shores 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 auto-

matically 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.

24. Modification of the limitations of Paragraph 7 and Paragraph 19 hereof may, when in the opinion of the Approving Authority it is to the best interest of this subdivision, be modified by an agreement and consent between the Approving Authority and a lot owner provided that the owners on each side of the affected lot join in such modification in writing.

25. 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 nowise affect any other of such provisions, all of which shall remain in full force and effect.