

NORTH CAROLINA

BOOK 220 PAGE 296

DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants, made and declared this 24th day of February, 1975, by NITA BALLANCE MEEKINS and husband, HARRY E. MEEKINS, hereinafter called "Declarants":

W I T N E S S E T H :

WHEREAS, Declarants are the owners of certain real property shown on that plat entitled "HATTERAS ESCAPE, situated Hatteras Township, Dare County, North Carolina", dated November 22, 1974, prepared by Robert D. Kramer, Jr., Registered Land Surveyor of Elizabeth City, North Carolina, the said plat being recorded in Map Book 8, Page 2, 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, Declarants do hereby declare and make known and publish that the following covenants and restrictions run with the lands and lots shown on the plat hereinabove 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 whatsoever, or for the conducting of any business, hotels, motels, rooming houses or boarding houses are specifically forbidden.

Nothing herein shall prohibit the right of any owner to rent a residence situated upon any of the lots in this subdivision.

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, garage, barn, mobile home or other outbuilding 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 structures 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.
4. No fences shall be constructed on the lots or lands exceeding 36 inches in height above ground level except upon approval by Declarants.
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 Declarants and 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 these 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 approved by the Declarants in order 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.
10. Enforcement of these covenants, restrictions and declarations may be by Declarants or 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.

11. Declarants agree that they, their heirs, assigns, and successors, and more particularly all owners of lots shown on the aforescribed plat shall have a permanent easement of ingress and egress equal with Declarants over and upon the areas shown as "30' Private Road" and "10' Access". The maintenance of this private road and reserved strip is the sole responsibility of the property owners and the State or County will never be obligated to take over or maintain this road.

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 conditions, reservations, easements, 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 conditions, reservations, easements, restrictions, covenants, declarations in whole or in part.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and seals the day and year first above written.

Nita Ballance MEEKINS
NITA BALLANCE MEEKINS (SEAL)

Harry E. MEEKINS
HARRY E. MEEKINS (SEAL)

STATE OF GEORGIA
COUNTY OF *Dare*

I, the undersigned Notary Public, do hereby certify that NITA BALLANCE MEEKINS and husband, HARRY E. MEEKINS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

I, *[Signature]* WITNESS my hand and notarial seal this 11th day of March, 1975.

(SEAL)
My commission expires: Notary Public, State of Georgia, Commission Expires: 06/01/1977
[Signature] Notary Public

NORTH CAROLINA
DARE COUNTY

The foregoing certificate of Rogel Martini,
a Notary Public of Dare County, Georgia, is certified to be correct.

Presented for registration this 14 day of March,
1975, at 4:45 o'clock P.M., and recorded in this office
in Book 220, Page 296. 3.26.75

Evelyn B. Zuber
Register of Deeds