

NORTH CAROLINA
DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this the 29th day of June, 1976, by HATTERAS ISLAND CLUB, INC., a North Carolina 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 "Hatteras Island Club" prepared by Rose and Purcell, Inc., of Manteo, North Carolina, and recorded in Map Book 8, at page 55, 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. All lots and lands shall be used exclusively for single-family residential purposes. Declarant reserves the right to waive the single-family dwelling condition provided however, that the architectural design and site plan requirements are met as hereinafter described in Paragraph # 3. 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. This shall not, however, prevent the rental of a residence.
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. The exterior architectural design and specifications of the dwelling and the site plan on said lot or lots shall be subject to the written approval of the Declarant. The lot owner shall submit said exterior architectural plans and specifications and site plan to the Declarant for aforementioned written approval prior to any clearing for construction or construction of any type. The exterior woodwork of all houses and buildings on said tract, of whatsoever kind, shall be painted with at least two (2) coats of paint, varnish or stain, as soon as weather permits after completion. However, Declarant reserves the right to waive this condition in the event that the plans for said houses and buildings call for exposed untreated natural wood. It is the intent of this Paragraph # 3 to restrict the exterior architecture of any dwelling on any lot to a design that lends itself to the natural beauty of the vegetation on the lots in Hatteras Island Club; and to restrict the placement of houses so as to preserve the vegetation as much as possible. No trees on any lot shall be cut or removed in

any manner, except those trees necessary for building a house as approved on the site plan; however, trees growing within said area may be limbed up from the ground to a reasonable height and in a manner to avoid killing said trees. Brush and dead trees may be removed from said area at any time.'

4. 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.
5. No fences shall be constructed on the lots or lands exceeding 60 inches in height above ground level.
6. 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. Before any dwelling on any lot is occupied, the owner thereof shall at the owner's expense install a water service line for drinking water and other purposes and shall install a sewer service line for sanitary sewage disposal. Said water service line and sewer service line shall be installed in accordance with rules, regulations or recommendations as may be from time to time established by the State of North Carolina. No outside toilets will be permitted under any circumstances.
7. 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.
8. 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.
9. 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.
10. 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 and development advertising signs constructed by the Declarant.
11. There is established a permanent easement for the purposes of installation and maintenance of utilities over and upon the ten feet of each lot or parcel of land which abuts any property line.
12. The exterior of all houses and other approved structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or building due to strikes, fires, national emergencies or natural calamities. Within one (1) month after completion of a dwelling on a lot, debris and waste material remaining on the ground shall be removed. Within one (1) year after the completion of a dwelling on a lot, said lot shall be landscaped, including the seeding of bare earth, in a workmanlike manner.
13. No lot shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said lot. Said rubbish or garbage shall be stored and disposed of in accordance with rules, regulations or recommendations as may be from time to time established by the County Health Department or other governmental authorities having jurisdiction

of such matters.

- 14. No fowl, swine, cattle, sheep, goats, horses, or other domestic or wild animals shall be kept or maintained on any lot. This restriction shall not apply to dogs, cats, or other small domestic animals, generally considered as pets, so long as dogs, cats, or other small domestic animals are of a quiet and inoffensive nature.
- 15. 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.
- 16. 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 Declarant, HATTERAS ISLAND CLUB, 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.

HATTERAS ISLAND CLUB, INC.
BY: [Signature]
Vice President A. B. Wilkins, Jr.

ATTEST:
[Signature]
AND Secretary

STATE OF North Carolina
CITY/COUNTY OF Charlotte/Mecklenburg

This 30th day of June, 1976, personally came before me, the undersigned Notary Public in and for the aforesaid State and City/County, A. B. Wilkins, Jr., who, being by me first duly sworn, says that he is President of HATTERAS ISLAND CLUB, 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 [Signature] acknowledged the said writing to be the act and deed of the said corporation.

WITNESS my hand and notarial seal, this 30th day of June, 1976.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
4-1-78

NORTH CAROLINA
DARE COUNTY

The foregoing certificate of Marie B. Deal, a Notary Public of Mecklenburg County, N. C., is certified to be correct.

PRESENTED for registration this the 10th day of September, 1976, at 3:21 o'clock PM, and recorded in this office in Book 236, Page 497.

[Signature] BY: [Signature]
REGISTER OF DEEDS ASSISTANT REGISTER OF DEEDS

9.22.76