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Page: 1 of 5
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PREPARED BY AND RETURN TO:
LINDA H. McCOWN

NORTH CAROLINA
DARE COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUMMERPLACE II SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions made and declared this 19th day of December, 2000, by DIXON & HOYLE, a North Carolina Partnership, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the developer and the owner of certain real property shown on that plat entitled "Plat of SummerPlace II Subdivision " Hatteras Township, Dare Co., North Carolina, showing twelve (12) lots on Hatteras Island, Hatteras Township, Dare County, North Carolina, prepared by Seaboard Surveying and Planning, Inc., and recorded in Plat Cabinet E at Slides 376 and 377, 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 insure to the restrictions and declarations herein imposed shall inure to the benefit of each and every purchase of lot or parcel shown on the aforesaid described plat (hereinafter "the Subdivision");

WHEREAS, it is the purpose of this Declarant to declare and publish the covenants, conditions and restriction 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, conditions and restrictions shall run with the lands and lots shown on the plat herein-before described, and said covenants, conditions and restrictions shall be binding on all parties, entities or person purchasing real property shown on the aforesaid plat or their heirs or designees or any other person claiming under them.

THE COVENANTS, CONDITIONS AND RESTRICTIONS ARE AS FOLLOWS:

PART ONE. USES

1. 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 or character whatsoever (including home occupations), or for the carrying on of any business, or a hotel, motel, rooming house or boarding house. This restriction does not prohibit the rental of a residence house as a vacation home.
2. No lot may be used as a street, lane, way of easement over which access might be obtained to adjacent properties not a part of this subdivision without the specific written consent of Declarant. No lot shall have vehicular access to N.C. Highway 12 except by way of SummerPlace Drive.
3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs and cat, or any common household pet may be kept provided they are not kept, bred, or maintained for any commercial purpose.
4. Lots included in this Declaration shall be used exclusively for residential purposes and no more than one single-family 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 easement referred to herein shall apply to the outside perimeter property line of the combined lots acquired by said one property owner. Under no circumstances may a lot be re-subdivided 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 sit. Provided, however, the Declarant shall have the right to build and maintain a model home in the subdivision up and until all twelve lots have been sold.

5. No structure of a temporary character, including but not limited thereto, trailer of any kind, tent, shack, detached 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 the said lands, and such temporarily 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.
6. 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.

PART TWO. EASEMENTS AND SETBACKS

7. An easement is retained by the Declarant over and upon the 10 feet of each parcel of land abutting streets or roadway for the purpose of the drainage and the construction, installation and maintenance of utilities, roads, and for the purpose of ingress and egress to and from the lots and roadways.
8. Each lot owner shall have a non-exclusive easement over, and use of, the common areas of the Subdivision, as herein defined, including the pedestrian eight-foot easement.
9. Walls and fences shall be ornamental in character and may not extend into a front yard any further than ten feet from the abutting street right of way.
10. No building or structure, including porches and steps, shall be erected or placed on any lot closer than the setback lines shown on the referenced plat.

PART THREE. STRUCTURES

11. The exterior of any residence or other improvement or alterations must be completed within nine (9) months of the commencement of construction of said residence. Exteriors must be approved by the Declarant as outlined herein.
12. All improvements and land-disturbing activities on any lot shall first be approved by the Declarant or assigns as outlined herein.
 - a. All building plans and specifications for any and all structures to be constructed in the Subdivision, including any and all exterior addition to or change or alteration thereto, shall be approved by the Declarant and/or Declarant's agent prior to the beginning of construction. The Address to submit the plans is P.O. Box 1327, Nags Head, North Carolina 27959. All review and approval authority reserved by the Declarant herein shall also be exercisable and vested in a Review Board to be established by Declarant after the sale or conveyance by Declarant of 75% of the lots in the Subdivision. The Review Board shall be comprised of the three lot owners in the Subdivision. "Declarant" as used in this paragraph shall also include the Review Board. Front, Rear and side elevations, together with specifications on the exterior siding, square footage, windows, doors, roofing and exterior colors must first be submitted to the Declarant for review and approval prior



to the beginning of construction, to include site work. In the event that Declarant fails to approve or reject such plans within forty-five (45) days of receipt of same, said plans and specifications shall be deemed to be approved.

- b. Plans must be submitted for approval to the Declarant and shall include a site plan with lot lines, building outlines, driveways and parking areas.
- c. Despite setbacks established on the Plat or by Dare County Zoning Ordinance, the site and location of any house or dwelling or other structure upon any lot shall be controlled by and must be approved by the Declarant.
- d. All trash and debris shall be cleaned from the site within thirty (30) days after completion of the main structure on any lot. During construction trash and debris shall be removed from the site to prevent unsightly accumulations and he resulting spread thereof to adjacent property. Upon a lot owner's failure to collect and dispose of such trash and debris within thirty (30) days after receipt of written notice from the Declarant, Declarant may collect and dispose of same at lot owner's expense.
- e. No Structure, planting or other materials may be placed in such a manner or location as to impede the installation and maintenance of utilities and drainage facilities, unless the location and manner of use thereof has been first approved in writing by the Declarant.

13. All building, structures and their 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 and debris removed within ninety (90) days from the date of such casualty.

14. No structure shall be used at any time either temporarily or permanently as a residence until the exterior is completed in accordance with Paragraph 11 above and all sanitary facilities are fully operative.

15. No residential structure which contains fewer than 1,600 square feet of enclosed and heated living area may be constructed on any non-oceanfront lot or combination of non-oceanfront lots. No residential structure which contains fewer than 2,000 square feet of enclosed and heated living area may be constructed on any lot or combination of oceanfront lots.

16. Areas lying below residential structures except porches must be enclosed by wood slats placed horizontal or vertical, separated by open spaces of equal width to be placed in those areas not enclosed by walls of storage rooms or garages. Slatess may either remain natural woodgrain unpainted, be painted white or the color of the residences siding.

PART FOUR. STORM WATER MANAGEMENT

17. A State Water Management Systems Permit was issued by the Department of Environmental and Natural Resources Division of Water Quality of the State of North Carolina for this Subdivision and construction must comply with the same.

- a. The covenants pertaining to storm water regulations may not be changed or deleted without concurrence of the State of North Carolina.
- b. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the Subdivision, except for average driveway crossings, is strictly prohibited by any persons.



PART FIVE. HOMEOWNERS ASSOCIATION & MAINTENANCE ASSESSMENTS

18. For the express purpose of owning and maintaining the roads, streets and other common areas, as identified herein, in the Subdivision shown on the above referenced plat, and for the benefit of the lot owners, the Declarant has caused to be formed a property owners association known as the SummerPlace II Property Owners Association of Hatteras Island, Inc., ("Association") of which each lot owner in SummerPlace II Subdivision shall be a member. Common area includes the existing sixty foot easement, the paved joint driveway between Lots 8 and 9, for access to Lots 10 and 11, as shown on the aforesaid referenced plat. The Declarant reserves the right to assign its rights, including the right to enforce or amend these covenants, reserved easements, approval of the plans and location of improvements, and collection of assessments, pursuant to these covenants to said Association at such time as the Declarant, in its sole discretion, determines that such Association is prepared to assume the obligations imposed by these covenants.
 19. Each and every owner of a lot as shown on the aforesaid plat of SummerPlace II Subdivision agrees to pay the Association on July 1 of each year beginning in the year 2001, for the maintenance of the streets, and common areas, which the Association may hereafter acquire in SummerPlace II Subdivision as shown on the aforesaid plat, the sum of \$200.00 thereafter on every July 1 unless and until terminated in accordance with paragraphs 26 or 27 of these covenants. The owners of said lots shall pay said sums promptly when the become due, but, in any event, within thirty days after July 1 of each year. Upon failure of said lot owners to pay said sum when due, the amount shall become a lien upon the lot or lots owned by such lot owner, which lien, to include attorney's fees, cost and interest, may be claimed by notice and enforced in accordance with N.C.G.S. 57F-3-116. All assessments not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of 10% per annum. Interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment.
 20. The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Sale or transfer of any lot shall not affect the assessment, lien or liens provided for in the preceding section. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust pursuant to a foreclosure thereof, shall extinguish the lien for such assessments as to the payment thereof which becomes due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust.
- PART SIX. MISCELLANEOUS**
21. No sign of any kind shall be displayed on any lot except one sign advertising the property for sale or rent and a sign identifying the property by owner or pseudonym. Signs must be square or rectangle and shall have no side longer than 29 inches.
 22. All service utilities, tanks, woodpiles and trash and garbage accumulation are to be enclosed within a fence or wall of a type and size approved by the Declarant so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or any other residence within the subdivision.
 23. All sewage systems installed on any lot shall be in accordance with the rules and regulations of the local or state Departments of Health and shall be located upon said lands in locations supported by the Declarant and said Health Departments.
 24. Each residential structure shall be serviced by a driveway not less than ten feet in width. Driveways shall be surfaced with concrete or asphalt. No piping shall be allowed on any Lot except for that minimum amount needed under driveways to provide access to the Lot.



- 25. Replacements or additions must comply with these covenants.
- 26. The foregoing conditions, restrictions and easements shall be binding upon all purchasers of sites in said subdivision covered by these restrictions, and upon all persons claiming under them until January 1, 2030, at which time the said condition, reservations, easements, and restrictions shall automatically be extended for further successive periods of ten (10) years each unless, by vote of the ten owners of record of a majority of the lots shown on said plats, it is agreed, on or before such expiration dates, to change the said conditions, reservations, easements, and reservation, in whole or in part.
- 27. For a period of ten (10) years after the date hereof the Declarant may amend these covenants by the registration of such amendments in the office of Dare County Register of Deeds. Enforcement of these covenants may be by Declarant, the Association, or any owner in the subdivision, either for equitable restraint against the violation thereof, or at the law for damages by virtue of such violation, and the invalidation of any one for the conditions and restriction shall in no wise affect any other of such provision, all of which shall remain in full force and effect.
- 28.

IN WITNESS WHEREOF Declarant has caused this instrument to executed the day and year first above written.

NORTH CAROLINA
COUNTY OF TYRRELL

DIXON & HOYLE PARTNERSHIP,
a North Carolina General Partnership

By: *John W. Dixon*
John W. Dixon, General Partner

I, a Notary Public of the County and State aforesaid, certify that John W. Dixon, General Partner of Dixon & Hoyle, a North Carolina General Partnership, personally came before me this day and acknowledged the execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal, this the 19th day of December, 2000.

Penny C. Beasley
Notary Public

PENNY C. BEASLEY
NOTARY PUBLIC
TYRRELL COUNTY, N.C.

My commission expires: 12-10-04

The foregoing certificate of Penny C. Beasley, a Notary Public of Tyrrell County, North Carolina, is 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.

Dawana M Gray REGISTER OF DEEDS FOR DARE COUNTY
Deputy/Assistant Register of Deeds