

NORTH CAROLINA

DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants made and declared this 19th day of September, 1970, by SOUTHBOLD REALTY CORP., hereinafter called Declarant;

WITNESSETH:

WHEREAS Declarant is the owner of certain real property shown on that plat entitled "Burnside Forest on Roanoke Island, Section One", prepared by Kermit R. Sinclair, Registered Surveyor, of Manteo, North Carolina, and recorded in Map Book 4, at page 23, 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 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 or character whatsoever, or for the conducting of any business. Hotels, motels, rooming houses or boarding houses are specifically forbidden.
2. No building or structure, including porches shall be erected or placed on any lot closer than 15 feet on one side line and 10 feet on the other side line, nor closer than 50 feet to the back lot line, nor closer than 50 feet to the front lot line. Either side of a corner lot abutting a right of way may be considered the front lot line or side lot line upon option of the owner of that lot.
3. 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.
4. 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 an additional lot. There may be added to or combined with any lot, however, as shown on the recorded plat all or a portion of another lot or lots to produce a larger building site. In any event, a minimum of 18,000 square feet of land shall be required for the construction of any residence.
5. 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 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.
6. The floor space of a residence, exclusive of porches and garages, shall not be less than 1400 square feet, and the said structure shall not exceed two stories in elevation.

7. In order to preserve a desirable beauty and to protect purchasers of these lots and lands from having undesirable types of architecture placed on abutting properties with the consequent depreciation to the whole, no residence, improvement or alteration of said residence shall be constructed or started until the construction plans and specifications and the plans showing the location of the structure on the lot have been submitted in writing and approved by Declarant, its successors and assigns, and evidenced by the approved copy of such plans and specifications left in the permanent possession of Declarant. Any additions to such premises will require like additional approval.
8. No fences shall be constructed on the lots or lands exceeding three feet in height above ground level except upon approval by Declarant.
9. Declarant reserves the right to approve the design and construction of all bulkheads constructed on any lot fronting on water or canals. No structure or pier shall be erected or placed on any lot or land fronting on a canal which extends beyond three feet from the bulkhead, without prior approval of Declarant. No docks nor piers shall extend into the Sound from properties abutting the Sound, without prior approval of Declarant which approval shall not be unreasonably withheld.
10. 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 Declarant and said Health Department. No outside toilets will be permitted under any circumstances.
11. 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.
12. All owners of lots and lands subject to these restrictions shall have an easement of right of way for the purpose of ingress, egress and ordinary enjoyment across any of those lands dedicated or set aside as access for all property owners to canals areas and to the Sound. Such areas may be set aside by dedication in plats or by subsequent written instruments duly recorded.
13. Declarant assumes no liability for bulkhead structures installed and said bulkheads shall become the liability and responsibility of each individual lot owner fronting thereon.

14. 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 of these restrictions.
15. 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 purposes.
16. All service utilities, fuel tanks, woodpiles, trash and garbage accumulation are to be enclosed within a fence or wall of a type and size approved by the Declarant in order to avoid the same from causing an unsightly view from any highway, street, or other residence within the subdivision.
17. There shall be no signs, billboards or advertising structures of any nature whatsoever placed on any lots or lands; nor shall there be any business, trade or profession conducted or practiced on the lots or lands.
18. There is reserved unto the Declarant an easement for the purpose of installation and maintenance of utilities over and upon the ten feet of each lot or parcel of land which abuts streets or roadways.
19. The Declarant hereby states its intention and purpose to cooperate in the future with any association of property owners which might be formed for the purpose of the betterment of the entire neighborhood including the supervision and ownership of properties conveyed to any such association by Declarant for the benefit of all lot and landowners.
20. Enforcement of these covenants, restrictions and declaration may be by declarant 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.
21. The foregoing conditions, reservations, declarations, covenants and easements shall run with the land and be binding upon all purchasers of lands 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.

- 22. Declarant reserves the right to bring other property belonging to said Declarant under these Protective Covenants by filing a supplementary Declaration setting forth that purpose.

IN TESTIMONY WHEREOF, SOUTHBOLD REALTY CORP. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its common corporate seal affixed hereto, all as the act and deed of said corporation by authority of its Board of Directors duly and legally given.

SOUTHBOLD REALTY CORP

BY: [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF North Carolina
County of Dare

This 11th day of December, 1970, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally came Ralph H. Reed Jr. who, being by me first duly sworn, deposes and says, that he is President of Southhold Realty Corp., that the corporate seal affixed to the foregoing instrument in writing is the corporate seal of the said Southhold Realty Corp., and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly and legally given. And the said Ralph H. Reed Jr. acknowledged the said writing to be the act and deed of the said Southhold Realty Corp.

WITNESS my hand and notarial seal, this the 11th
day of December, 1970.

Philip H. Quincey
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 17, 1975

NORTH CAROLINA

DARE COUNTY

The foregoing certificate of Philip H. Quincey
a Notary Public of DARE COUNTY, N.C.
is certified to be correct.

PRESENTED for registration this the 16th day of
December, 1970, at 4.30 o'clock P.M.
and duly recorded in this office in Book 171, page
181

Malvin R. Wallace
REGISTER OF DEEDS

BY: _____
ASSISTANT REGISTER OF DEEDS