

NORTH CAROLINA
DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this 30th day of May, 1974, by Roanoke Island Ventures, Incorporated, 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 "Dogwood Hills, Property of Roanoke Island Ventures, Nags Head Township, Dare County, North Carolina, Scale: 1" = 100', August 1973" prepared by ROSE & PURCELL, INC., and appearing of record in Map Book 7, Page 22, 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 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 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 30 feet to the back lot line, nor closer than 40 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 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.

5. The ground floor space of a residence, exclusive of porches and garages, shall not be less than 1400 square feet of living quarters.

6. 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 subsequent 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.

7. 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 Declarant and said Health Department. No outside toilets will be permitted under any circumstances.

8. 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.

9. There is reserved unto the Declarant or its assigns, 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 and upon the ten feet of each rear lot line.

10. No animals, poultry, or livestock shall be kept or maintained on this property except household pets.

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. No fences shall be constructed on the lots or lands exceeding three (3) feet in height above ground level except upon approval by Declarant or its assigns.

13. 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.

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 lot may be resubdivided without the written joint- or of the Declarant, and under no circumstances may a lot be resubdivided for the purpose of creating an additional lot except by permission of Declarant. 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 20,000 square feet of land shall be required for the construction of any residence.

16. 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.

17. 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.

IN TESTIMONY WHEREOF the said Roanoke Island Ventures, Incorporated has caused this instrument to be executed in its name and behalf 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.

ROANOKE ISLAND VENTURES, INCORPORATED
BY: Jeff B. Henderson
President

ATTEST:
Jane B. Hovatt
Secretary

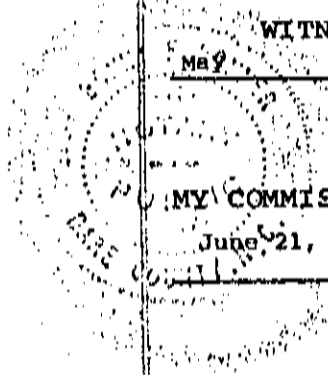
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NORTH CAROLINA
DARE COUNTY

This 30th day of May, 1974, before me the undersigned, a Notary Public in and for the aforesaid County and State, personally came Seth B. Henderson, who, being by me first duly sworn, deposes and says: That he is President of Roanoke Island Ventures, Inc., that the corporate seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, 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 Seth B. Henderson acknowledged the said writing to be the act and deed of the said Roanoke Island Ventures, Inc.

WITNESS my hand and notarial seal this the 30th day of May, 1974.

Bonny F. Bonner
NOTARY PUBLIC



MY COMMISSION EXPIRES;
June 21, 1975

NORTH CAROLINA
DARE COUNTY

The foregoing certificate of Bonny F/ Bonner, A Notary Public of Dare County, North Carolina, is certified to be correct.

Presented for registration this the 31st day of May, 1974, at 9:35 o'clock P.M., and recorded in this office in Book 212, Page 342.

Ezelle J. Gray 6-12-74
REGISTER OF DEEDS

BY: _____
ASSISTANT REGISTER OF DEEDS