



Prepared by and return to:
Assorted Development Corporation
P. O. Box 402
Kitty Hawk, NC 27949

NORTH CAROLINA
DARE COUNTY

**PROTECTIVE COVENANTS FOR
FIRST COLONY ESTATES**

THIS DECLARATION, made and entered into this 25th day of July, 2002, by Assorted Development Corporation, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner of that certain tract of parcel of land more particularly described as "First Colony Estates", as the same is shown on that certain plat recorded in Plat Cabinet E, Slide 56 of the Dare County Registry;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future, in said First Colony Estates Subdivision, for Declarant to subject said parcel of land as referenced above to the following Restrictive Covenants;

NOW, THEREFORE, Declarant does hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants as set forth below, and shall inure to the benefit of each holder thereof.

1) **Reservations.** The Declarant or his assigns, reserve the right to grant easements over and across the lands shown within the perimeter of that Plat entitled "First Colony Estates" as recorded for the purpose of providing electrical service by NC Power Electric and Sprint Carolina Telephone for residential service and providing drainage for the development.

2) **Residential Use.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family residence excepting that nothing herein shall prohibit construction of garages, tool sheds and other similar structures so long as the siding and roof match the main dwelling. Only one family shall occupy the same main dwelling and its accessory suite, may be erected, but such facilities may not be rented, leased or sold separately from the main premises. No abandoned, unregistered, and non-inspected vehicles, nor vehicles junked or other similar unsightly material shall be stored or maintained upon any lot within the subdivision. A home office shall be permitted so long as no commercial signs or advertisements are displayed.

3) **Subdivision of Lots.** No lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Declarant, or his assigns, however, it shall be permissible to combine two or more adjacent lots, which have a common ownership, into one tract of land for purposes of building a dwelling which would be authorized on such lots individually. In the event of such combination, the setback requirements relating to the common boundary between the lots will not prohibit building upon that boundary so long as setback requirements relating to the outside border of the tract are met.

4) **Driveways.** All accesses must be installed to conform with Dare County Regulations and must be installed with 15" culverts as would be approved by the NC Dept. Of Transportation. Only one driveway access will be permitted on each site with a drainage swale obstruction of no more than 20'.

5) **Plans.** No building, fences or other structure shall be erected, placed, moved into, maintained or in any way altered on any lot within the subdivision until the proposed building plans, specifications; exterior color or finish, plot plan (showing proposed location and elevation of such building structure, drives and parking areas) shall have been submitted in duplicate to Declarant or his assigns and the Declarant or his assigns evidencing his approval by the placement of his signature thereon. One approved copy of the elevation plans and plot is to be left in the permanent possession of the Declarant or his assigns. All construction shall be done according to the elevation and plot plans which have been signed by the Declarant. The Declarant, its successor or assigns may refuse to approve plans, locations or specifications upon any ground, including purely aesthetic considerations, which in the sole discretion of the Declarant shall seem sufficient. No alterations in the exterior appearance of any building or other structure shall be made without like approval by Declarant. The minimum square footage required shall be 1200 square feet of living area, exclusive of porches, patios, garages, and other protrusions from the base dimensions of the residence. The exterior of all houses and other structures, after approval of the building plans, must be completed within six months from the commencement of construction, except where such completion is impossible, or results in great hardship to the owner or builder due to strikes, fire, national emergencies or other calamities. Where more than six months is required due to the size or type of structure, the owner shall have the right to a reasonable extension of the time of completion. All houses which are built shall have a minimum pitch to the roof of such houses of eight to twelve over the main portion of the roof. Further, all houses shall have Architectural grade shingles, approved by the Declarant or his assigns. No mobile homes, trailers, or similar facilities shall be allowed. No modular homes shall be allowed which do not meet the minimum pitch requirements and other standards as set by the Declarant.

6) **Maintenance of Buildings.** All buildings, structures and their appurtenances shall be maintained in a suitable state of repair. In the event of destruction or casualty, the premises are to be cleared and debris removed within sixty days from date of such casualty. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept condition of buildings and other structures or grounds on his lot which shall tend substantially to decrease the beauty of the neighborhood and of the subdivision as a whole. Upon the failure of an owner to comply with this requirement, the Declarant or his assigns reserves the right as its option within three weeks after the written notice has been mailed to such lot owner's last-known address, to clean such property up or remove same if such property has been destroyed by fire or other disaster and Declarant's expense in doing so will be collectable plus interest and attorney's fees for the expense in collection of such expenses. For any houses or accessory buildings constructed with wood siding, the siding must be stained or painted and such surface must be maintained on a periodic basis to prevent an unattractive appearance due to weathering and similar effects, and accessory buildings shall match the color of the main dwelling.

7) **Temporary Buildings.** No trailer, double-wides, modulars, tent, shack or other temporary building shall be erected or placed on the lands within the subdivision except a temporary building as may be necessary for the storage of materials or for the convenience of workmen shall be permitted during the erection of a residence upon said lands, and shall be removed upon the issuance of an occupancy permit of such residence. Boats or Recreational Campers must be stored in the rear yard behind any dwellings and must have a current Registrations, be moveable and not be unsightly.

8) **Signs and Livestock.** There shall be no signs, billboards or advertising structures of any nature whatsoever placed on any lots or lands, except that one sign per lot, not exceeding one square foot, and shall be allowed for identification of the property owner and signs and notices of the property for rent or sale provided such sign shall be no larger than 4 square foot in size. Also, no animals, livestock or poultry of any kind shall be raised, bred or kept for any commercial purposes on any lot except that dogs, cats, or other household pets. Where dogs, cats or other household pets are kept upon the premises of any lot, facilities shall be provided so that no unsanitary conditions exist and so that such pets shall be a nuisance to adjoining property owners.

9) **Road.** The Developer shall be responsible for the maintenance or repair of the roads as shown on the plat of First Colony Estates as recorded in the Plat Cabinet E, slides 656 in the Dare County Registry, until such time as the NC Dept. Of Transportation or any other State, County or City Agency with jurisdiction over the Public roads has accepted the roads for public maintenance.

10) **Occupancy.** No residence erected upon any lot shall be occupied in any manner prior to completion of construction and the connection of permanent utilities.

11) **Water and Sewage.** All wells and toilets and sewage units installed on the property shall be in accordance with the rules and regulations of the North Carolina Department of Health and Dare County Environmental Health Department and shall be located on such lands in positions approved by such departments. No outside toilets will be permitted under any circumstances; except during construction.

12) **Setbacks.** Regulations governing setbacks shall be consistent for existing County Regulations at the time of construction.

13) **Violations.** If the owners or occupants of any lot, or all of them, or their successors and assigns, shall violate any of the covenants and restrictions herein, it shall be the right of the developers herein, or their successors and assigns, or any lot owner in the subdivision, to institute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction for the purpose of preventing him or them from so doing, or to recover damages for such violation, or both and any attorney fees incurred shall be considered a part of said damages. The failure of Declarant or of any such party entitled to enforce any protective covenant contained in this Declaration however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach occurring prior to subsequent thereto and shall not bar or affect its enforcement.

14) **Duration.** The foregoing conditions, reservations, declarations, covenants and easements shall be run with the lands and be binding upon purchasers of lands or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 1st day of January 2023, after which time the same shall be extended for successive periods of (10) years each, unless an instrument signed by a majority of the owners of the lots subject thereto has been recorded agreeing to change the restrictions and covenants in whole or in part. For the purpose of such vote, the owners will be entitled to (1) vote per lot. The Declarant or his assigns reserves the right to change or amend these covenants so long as 40% or more of the numbers of lots described on the plat mentioned above remain unsold.

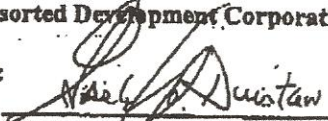
15) **Drainage.** Individual lot owners shall be required to maintain and keep free of obstruction all drainage easements. Any alteration to the drainage plan shown on that sedimentation and erosion control plan prepared by Barnette Integrated Land Development dated May 15, 2000 shall be approved by Dare County or its successor or assigns.

16) **Conservation.** Lots 9, 10 & 11 Shall have a wetland conservation easement on them. The Total area among the three lots equals 23, 086 sq. ft. And is depicted on the First Colony-Estate Subdivision Plat recorded in Plat Cabinet E Slide 656 of the Dare County Registry.

17) **Density Restrictions.** The allowable built-upon area per lot shall not exceed 5,281 square feet of impervious surface, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone slate but not including wood decking. This covenant is intended to ensure continued compliance with the storm water permit issued by the State of North Carolina. The covenant may not be changed or deleted without the consent of the State. No one may fill in or pier any roadside or lot-line swale, except as necessary to provide a minimum driveway crossing. For curb and gutter projects, no one may pipe, fill in, or alter any lot line swale used to meet North Carolina Storm water Management Permit Requirements.

Assorted Development Corporation

BY:


Garland H. Dunstan, Jr., Secretary