

Prepared by and return to:
 Thomas L. White, Jr.
 KELLOGG, WHITE, EVANS & GRAY
 P. O. Box 189
 Manteo, NC 27954

FILED

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DORRIS A. FRY
 REGISTER OF DEEDS
 DARE COUNTY, N.C.

NORTH CAROLINA
 DARE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS
 HOLLY WOODS SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS made and declared this the 23rd day of August, 1989 by DARRELL ALLEN DANIELS and wife, LORNA S. DANIELS, hereinafter called the Declarants:

W I T N E S S E T H :

WHEREAS the Declarants are the owners of a certain tract of real property located and being near the Town of Manteo, Mags Head Township, Dare County, North Carolina, on Burnside Road as shown on a map or plat entitled "Holly Woods, Mags Head Township, Dare County, Roanoke Island, North Carolina" by Kirk R. Foreman, Registered Surveyor, dated March 6, 1989 and recorded in Plat Cabinet C, Slide 92A, Dare County Registry;

AND WHEREAS Declarants intend 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;

AND WHEREAS it is the purpose of the Declarants to declare and publish the covenants and restrictions which shall apply to the lands shown on the aforesaid described plat;

NOW, THEREFORE, the Declarants do 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. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

THE COVENANTS, RESTRICTIONS, AND DECLARATIONS ARE AS FOLLOWS:

1. All the lots in the subdivision shall be used for single family residential purposes only and no more than one residence shall be erected on any of the lots, however, when one owner acquires two or more adjoining lots or part of an adjoining lot, then and in that event the combined lots may be used as one building site, in which event the sideline easements referred to in these covenants shall apply to the outside perimeter property line of the combined lots acquired by the property owner. No lot may be subdivided, and under no circumstances may a lot be resubdivided for the purpose of creating additional lots. Only single-family residences will be allowed on any single lot and no lots or parts of lots may be combined in such a manner as to create an additional building site.
2. No sign of any kind shall be displayed on any lot except signs advertising the property for sale which sign shall not exceed six square feet in area, and a sign which names the owner of the property which shall not exceed two square feet in area.
3. 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 purpose.

4. All service utilities, fuel tanks, woodpiles, and trash and garbage accumulations are to be enclosed within a fence or wall of a type or size so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision or from any other residence in the subdivision. Any such items must be located and remain not less than 40 feet from the front lot line.
5. No motor home, truck, trailer, or camper of any kind shall be occupied or used on the premises except that pickup trucks and four wheel drive vehicles which are used as family transport and boat trailers may be parked or kept in the driveway of the premises.
6. No mobile home, modular home, commercial vehicle, detached building including out buildings and detached garages or any temporary structure, including, but not limited to, tents, shacks, barns, storage sheds shall be used or allowed on any lot.
7. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet comfort or serenity of the occupants of the surrounding property.
8. All buildings, structures, and 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 of debris within 90 days from the date of such casualty.
9. No roadside trash racks, trash cans or receptacles are permitted. Garbage and trash shall be delivered to the street right of way only on days of regular garbage pick up pursuant to the rules and regulations of the County of Dare or other governmental entity responsible for garbage collection. During days when there is no garbage pickup all trash receptacles shall be removed from the street and front yard and stored in a location which is out of sight from the street right of way.
10. The exterior of all structures and permanent improvements built on any lot shall be completed within one (1) year after the commencement of construction. No structure shall be used or occupied either temporarily or permanently as a residence until the exterior of such structure has been completed.
11. In order to preserve a desirable uniformity of beauty and to protect purchasers of lots within the subdivision from having undesirable types of architecture placed on adjoining lots, no building, fence, or other structure shall be erected, placed, moved onto, maintained or in any way altered on any lots in the subdivision until such time a the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location and elevation of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Declarants or their successor(s) in interest as developer(s) of the subdivision. No single-family residence shall be erected on any lot unless it has a livable floor area, excluding porch, garage, sundeck, and patio or terrace of at least 1300 ft. The roof pitch must be a minimum of 8 to 12. All exterior antennae shall be approved in writing by the Declarants prior to erection.
12. The Declarants may refuse approval of plans, location or specifications upon any ground, including purely esthetic considerations, which in the sole discretion of the Declarants shall be deemed sufficient. No alterations in the exterior appearance of any building or other structure shall be made without similar approval being obtained from the Declarants. One (1) copy of all plans and related data shall be furnished the Declarants which shall be retained by it for its use.

13. Any grading of lots or changing of existing contours shall be accomplished with a minimum relocation of soil and sand and the destruction of trees and vegetation shall be limited to that required for the location of a residence on the property. All earthmoving and earth disturbing activities shall not be commenced until the plans for such activities are presented to the Declarants and approved by the Declarants prior to commencement. The commercial sale of sand, fill or residue of earthmoving activities is prohibited.

14. 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.

15. No building or structure, including porches, shall be erected or placed on any lot closer than twenty five (25) feet from the front yard line abutting the street right of way, or ten (10) feet from any side yard line, or twenty (20) feet from any rear yard line. Further, the location of any structure on a lot shall conform to the setback restrictions of the County of Dare. If there is any conflict between the restrictions of the County of Dare or other governmental entity and these covenants then the most restrictive provisions shall apply.

16. In connection with the construction of improvements upon any lot, the owner shall cause a culvert to be placed in the swale or ditch adjacent to the street underneath each access driveway to the lot. The sizing of said culvert shall be approved by appropriate Dare County Building Inspector.

EASEMENT RESERVATIONS AND STREETS

17. There is reserved by Declarants, an easement for drainage ten (10) feet in width along all property lines. Further, there is reserved an easement for the construction, operation and maintenance of utilities within the fifteen (15) feet of the property abutting the street right of way. The easements herein reserved may be used by the Declarants or may be conveyed by Declarants to appropriate utility companies, governmental entities and cable television companies.

18. The streets and roads in this subdivision are dedicated to public use. However, the maintenance will be the sole responsibility of the adjacent property owners which shall maintain the streets to the standards of the N.C. Dept. of Transportation. Said streets shall be maintained by the adjacent property owners until such time as the streets are accepted by the N.C. Dept. of Transportation for maintenance. (Section 81-4, Dare County Regs. and N.C.G.S. 136-102.6).

DECLARANTS RIGHTS AND DUTIES

19. The Declarants hereby state their 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 Declarants for the benefit of all lot and landowners.

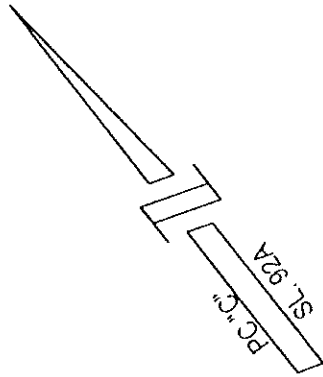
20. Declarants reserve the right by the filing of a Supplemental Declaration of Restrictive Covenants, to make such additions, deletions or other changes to these covenants as the Declarants may deem to be appropriate from time to time.

CONTINUATION AND ENFORCEMENT

21. These restrictions shall be binding on the land in the subdivision and all parties owning the said land or in possession thereof for a period of twenty (20) years from the date hereof and shall be extended thereafter for successive periods of ten (10) years each unless prior to the expiration of the initial twenty (20) year period or any such ten (10) year period thereafter, an instrument signed by Declarants of record of 5/7's of the lots in the subdivision has been recorded revoking or modifying these restrictions provided that no such modification shall be effective unless each owner of the lot has been

LEGEND

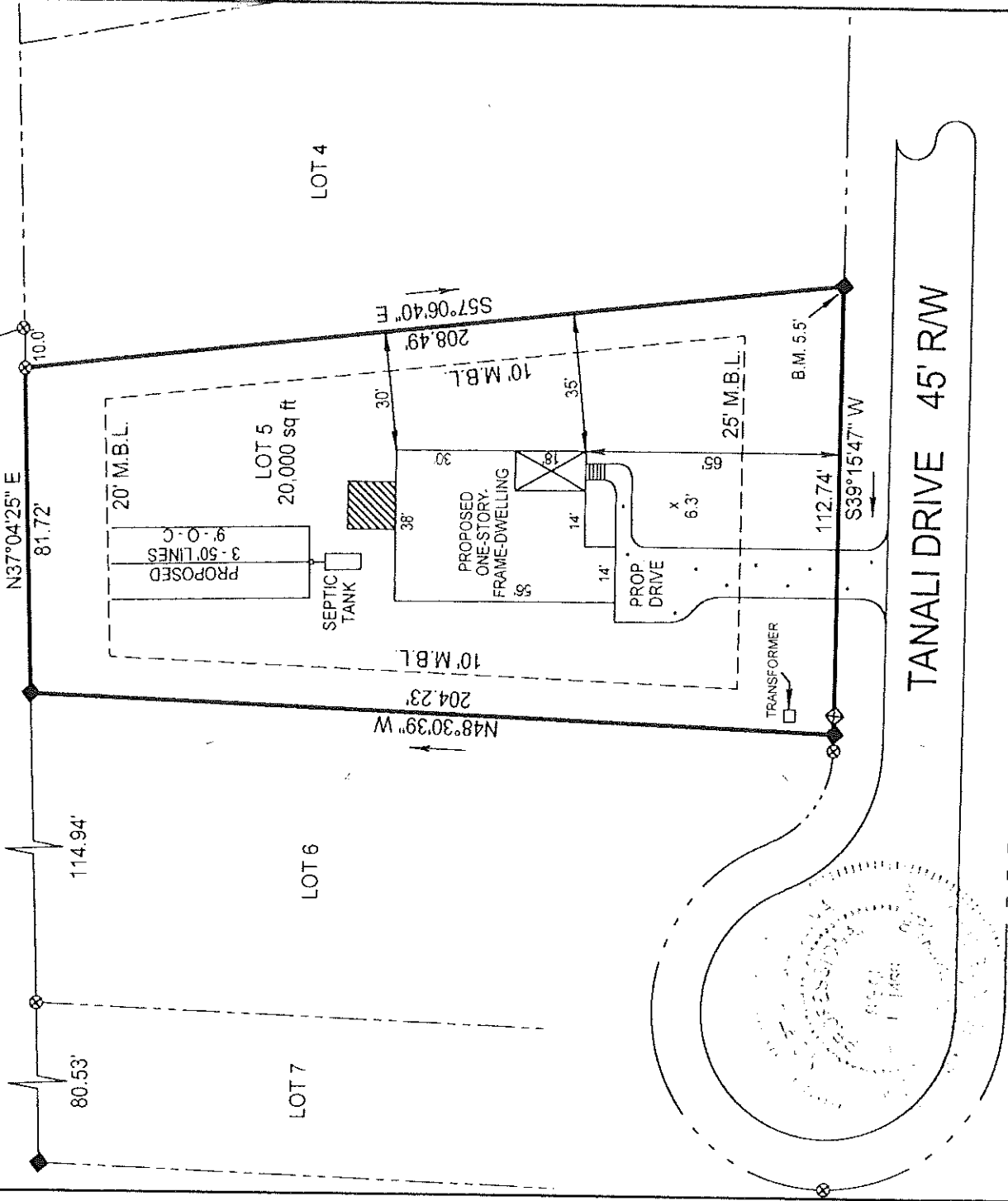
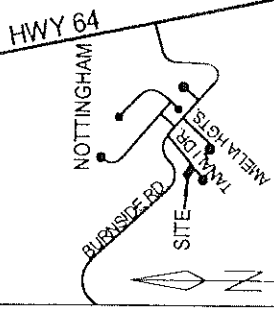
-  EXISTING CONCRETE MONUMENT
-  EXISTING REBAR
-  TELEVISION HEAD



NOTES:

1. F.I.R.M. ZONE: "AE"/8.0'
2. MAP REFERENCE MADE TO PC "C" - SL. 92A
3. DARE COUNTY REGISTRY. PIN#11988017018662
4. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
5. BUILDING LINES SHOWN HEREON MUST BE VERIFIED. THE SURVEYOR MAKES NO CERTIFICATION AS TO ZONING AND/OR RESTRICTIVE COVENANT SETBACKS.

VICINITY MAP nts



TANALI DRIVE 45' RW

I, WESLEY M. MEEKINS JR., CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS PLAT WAS DRAWN FROM AN ACTUAL FIELD LAND SURVEY; THAT THE RATIO OF PRECISION AS CALCULATED IS 1/10,000 + ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH N.C.A.C. TITLE 21, CHAPTER 56, SECTION 1600. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NO. AND SEAL THIS 19th DAY OF APRIL, A.D. 2001.

Wesley M. Meekins Jr.
 WESLEY M. MEEKINS, JR. PLS - 1465

W.M. MEEKINS JR. & ASSOC., INC.
 Land Surveyors and Planners
 P.O. Box 1998
 Manteo, N.C. 27954

Job No. RIN-1919-01

A PROPOSED SITE PLAN OF
 LOT 5, HOLLY WOODS
 FOR

JAMES BLACKWELL

ROANOKE ISLAND NAGS HEAD TWSP.
 DARE COUNTY NORTH CAROLINA

SURVEYED ON: 4/19/01

SURVEYED BY: W.M. MEEKINS JR. & ASSOC., INC.

1" = 40'

