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NORTH CAROLINA
DARE COUNTY

DOMINIC A. FLY
REGISTERED SURVEYOR
DARE COUNTY, N.C.

DECLARATION OF RESTRICTIVE COVENANTS
NOTTINGHAM SUBDIVISION

WHEREAS, Wesley M. Meekins, Jr. and Richard Scarborough, (hereinafter referred to as OWNERS), are the fee simple owners of those certain lots or parcels of land located on Roanoke Island, Nags Head Township, Dare County, North Carolina, and shown as Lots 1 through 6, inclusive, on a map or plat entitled "Plat of Nottingham Subdivision", prepared by W. M. Meekins, Jr. & Associates, Inc., Registered Surveyors, recorded in Plat Cabinet C , 26B .Slide in the office of the Register of Deeds of Dare County, North Carolina;

WHEREAS, the Owners intend to develop said lots as shown on the aforesaid plat according to a common scheme with the objective that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of said lots, as shown on said plat; and it is the purpose of this declaration to declare and make known the covenants and restrictions which shall apply to said lots, as shown on the aforesaid map;

NOW, THEREFORE, the Owners do by this instrument declare and make known that the following covenants and restrictions are to run with said lots as shown on the map or plat hereinbefore designated and shall be binding upon its successors in interest.

1. All the lots in this subdivision shall be used for single-family residential purposes only.
2. No signs or posters of any nature shall be placed on the said lots without the written permission of the Owners, its successors and assigns. No animals, livestock or poultry of any kind, other than household pets, shall be kept on any lots.
3. 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 as 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 Owners or its 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 1800 sq. ft. No temporary houses will be considered. The roof pitch must be a minimum of 8 X 12. All exterior antennae shall be approved in writing by the Owners prior to erection. Any earthmoving or earth-disturbing activity shall be approved in writing by the Owners prior to the commencement of such activity. The commercial sale of sand or fill from such activities is prohibited. The Owners may refuse approval of plans, location or specifications upon any ground, including purely esthetic considerations, which in the sole discretion of the Owners 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 One (1) copy of all plans and related data shall be furnished the Owners which shall be retained by it for its use.
4. In order to preserve the desirable beauty and prevent

purchasers of those lots and lands from the massive destruction of the trees, the plans for the cutting trees on the lots shall be submitted in writing and approved by the Owners, its successor(s) or assign(s), prior to removal of any trees on the property. It is the intent of the Owners to restrict the clear cutting of trees in the wooded buffer as shown on plat, and limit it to the "footprint" of the house, outbuildings, driveways, septic systems, and minimum yard area.

5. The exterior of all residences and other permanent structures in the subdivision shall be completed within one (1) year after the commencement of construction. No structure shall be used at any time, either temporarily or permanently, as a residence until the exterior of such structure is complete.

6. No trailer, modular home or any temporary structures, such as tents, shacks, garages, barns or other outbuildings shall be used on any lot in this subdivision at any time as a permanent or temporary residence.

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. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; and in the event of destruction by fire or other casualty, the premises are to be cleared and debris removed within ninety (90) days of such casualty. NO ROADSIDE TRASH RACKS OR RECEPTACLES WILL BE PERMITTED.

8. Drainage easements are reserved by Owners along all property lines to be used, if deemed necessary by said Owners.

9. 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 until they are brought up to the standards of the N. C. Dept. of Transportation and accepted. (Sec. 81-4, Dare Co. Subdiv. Regs. and N.C.G.S. 136-102.6).

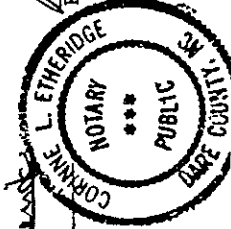
10. The Owners may at its option, by filing a supplemental Declaration of Restrictive Covenants, make such additions, deletions or other changes to these covenants as it may see fit.

11. These restrictions shall be binding on the land in the said 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 period of ten (10) years each; unless, prior to the expiration of the initial 20 year period or any such 10 year period thereafter, an instrument signed by the owners of record of a majority of the lots in the subdivision has been recorded revoking or modifying these restrictions.

NORTH CAROLINA DARE COUNTY

Cornelia Etheridge HEREBY CERTIFY THAT Cornelia Etheridge PERSONALLY APPEARED BEFORE ME THIS DAY & ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND & SEAL THIS 3 DAY OF Nov 1987



C. Etheridge
NOTARY PUBLIC
Commission Expires 1-28-90
Commissioned as Etheridge
now Perry

Wesley M. Meekins, Jr.
Wesley M. Meekins, Jr., Owner

Richard Scarborough
Richard Scarborough, Owner

DARE COUNTY NORTH CAROLINA

The foregoing Certificate of Cornelia Etheridge a Notary Public of Dare Co. 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.

By Diana Jean Wade Register of Deeds for Dare County
Doris A. Fry Assistant Register of Deeds