

NORTH CAROLINA

DARE COUNTY

## DECLARATION OF PROTECTIVE COVENANTS

VISTA LAKE, LTD.

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this the 22nd day of March, 1976, by Vista Lake, Ltd., a North Carolina corporation, and P. W. Meekins and wife, Elizabeth G. Meekins, hereinafter called the declarant:

## W I T N E S S E T H :

THAT WHEREAS, Declarant is the owner of that certain tract of land shown on that map or plat entitled "Vista Lake Revised," located on Roanoke Island, Nags Head Township, Dare County, North Carolina, prepared by Rose and Purcell, Registered Land Surveyors, and duly recorded in Map Book 8, Page 71, in the Public Registry of Dare County, North Carolina.

AND WHEREAS, the said declarant intends to develop the land shown on the aforesaid map according to a common scheme of development, to the end that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of lots of land shown on said map; and it is the purpose of this declaration to declare and make known the covenants and restrictions which shall apply to the land shown on the aforesaid map;

NOW, THEREFORE, the said declarant does by this instrument declare and make known that the following covenants and restrictions are to run with the land shown on the map heretofore designated and shall be binding on all parties and persons claiming under them:

I. General

- (a) There is hereby expressly reserved an easement of right of way for the construction, operation, and maintenance of utilities within the ten-foot easement line as shown on the recorded plat of Vista Lake subdivision.
- (b) No building constructed on said premises may be occupied by anyone until and unless an approved sewage disposal system has been installed in accord with local and state regulations and no outside toilets permitted.
- (c) No trailer, mobile home, by whatever name it may be called, tent, shack, or other temporary building shall be erected or placed on the lands within the subdivision except such temporary buildings as may be necessary for the storage of materials or the convenience of workmen doing the erection of buildings upon said lands. Aforesaid temporary structures may not remain on the aforesaid lands for a period to exceed 120 days.
- (d) No animals or poultry shall be kept or maintained on said premises, except household pets.
- (e) No house, building, or other structure which has been constructed or erected elsewhere may be moved to any site in Vista Lake subdivision except as such action may be approved by the property owners' association as herein-after set out.
- (f) No building shall be erected or maintained on any single lot, except a one-family dwelling house consisting of a minimum of 960 sq. ft. of floor space. However, two-family or multi-family dwellings may be erected so long as the number of lots used for said construction of a two-family or multi-family dwelling shall be equal to the number of living units so constructed.

- (g) Any building erected on the said premises shall be built on a solid foundation or, in lieu of a solid foundation, the building may be erected on pilings, provided that said pilings must be enclosed from outside view either by lattice-work or being completely enclosed with material similar to that used from the roof line of the cottage to the floor level.
- (h) Said premises shall not be used for any commercial or manufacturing purposes of any kind, except the leasing and rental of residential units.
- (i) Those areas as shown on the subdivision map of Vista Lake subdivision other than the streets, easements, lots, lane, and the lake area are not a part of the subdivision.
- (j) When a building is occupied, there must be maintained on the premises a garbage rack within which is placed a suitable container or containers to adequately hold all garbage and trash.
- (k) 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.
- (l) No lot or lots may be used for the purpose of a street, driveway, or walkway for access, egress, or ingress to other property or properties outside Vista Lake subdivision.
- (m) No unlicensed motor vehicles or trailers will be permitted to remain on the premises for a period to exceed 30 days.
- (n) No business related signs shall be permitted on any of the lots within the subdivision, except signs advertising the property for sale, which signs shall not exceed two sq. ft. in area.
- (o) No building or structure, including porches, shall be erected or placed on any lot closer than eight feet from the sideline of such lot, except the minimum shall be 15 feet from a sideline which abuts a street, nor closer than 25 feet from the front property line which shall be deemed to be the property line toward which any structure faces, nor closer than a distance of 20 percent of the average lot depth from the rear property line.
- (p) Enforcement of these covenants may be by the declarant so long as it owns at least one lot in the subdivision or by any owner in the subdivision, either for equitable restraint against the violation thereof, or at law for damages by virtue of such violation, and the invalidation of any one of the conditions and restrictions contained herein shall in no way affect any other of such provisions, all of which shall remain in full force and effect.

#### II. Streets

- (a) The streets designated on said map or plat of Vista Lake Subdivision known as Vista Lake Drive, Vista Lake Drive South, Vista Lake Drive North, Inland Drive, and the ten-foot lane to the lake are private streets. The developer is responsible for and shall construct the said streets, and the responsibility for the maintenance of the said streets rests with the lot owners in the subdivision and shall be expressed through a property owners' association as hereinafter set out.

- (b) For a period of three years beginning January 15, 1977, the record owner of each lot within the subdivision shall pay the sum of \$15 to the property owners' association as a maintenance fee for the upkeep and maintenance of the streets in the subdivision. Said monies received as upkeep and maintenance fees shall be deposited in an escrow account solely for this purpose of upkeep and maintenance of the subdivision streets in a banking institution having a bank office in Dare County, North Carolina. Beginning January 15, 1980, and at all times thereafter, the amount of the street maintenance assessment shall be determined by the property owners' association.
- (c) The sums assessed for street upkeep and maintenance as set out in these covenants or by the property owners' association, after remaining unpaid for a period of 30 days following the assessment date, shall constitute a lien upon the real property upon the filing of a lien for record in the office of the Clerk of the Superior Court of Dare County by the association or its duly authorized agent. The lien created by this paragraph may be foreclosed by suit by the Board of Directors of the association, acting on behalf of the association in like manner as a foreclosure of a deed of trust or mortgage of real property. The property owners' association or its Board of Directors, acting on behalf of the association, may maintain a suit to recover a money judgment for the unpaid assessments without foreclosing or without waiving the lien created by this paragraph. All owners of lots in Vista Lake subdivision by their acceptance of a deed of conveyance agree to the lien provisions as set out herein.
- (d) There is hereby reserved over, along, and across all streets as shown on the map or plat of Vista Lake for the benefit of all property owners in the subdivision an easement of right of way for access, egress, and ingress to and from the lots in the subdivision and U. S. Highways 64 and 264, and for the construction, operation, and maintenance of utilities within the said subdivision.
- III. Property Owners' Association
- (a) There is hereby created a non-profit property owners' association for the purpose of providing for street upkeep and maintenance, dealing with matters of mutual concern to property owners within the subdivision, and for the purpose of upkeep, maintenance, and the making of rules for the use of common areas, including but not limited to the area designated as "Lake" on the subdivision map and the areas dedicated for containerized trash disposal.
- (b) The members of the association shall be the owners of record of the lots within the subdivision, with each owner being entitled to one vote for each lot owned, but provided that multiple owners of a lot or lots shall be entitled to only one vote for each lot owned. It is further provided that the declarant shall have a number of votes equal to the number of lots owned by the declarant until such time as 30 percent of the lots have been sold, or three years have elapsed from the date of recording in the Dare County Registry of the first deed of conveyance for a lot within the subdivision, whichever is sooner. After said period of time, the declarant shall relinquish all control of the property owners' association and shall only be entitled to one vote, no matter how many lots are owned by it.
- (c) The property owners' association may be either incorporated or unincorporated as may be determined hereafter by the membership by a majority vote. The association shall at least hold one annual meeting at a time designated in the

by-laws of the association, and any additional or special meetings as from time to time may be called in accordance with said by-laws. At any meeting of the property owners, the presence in person or by proxy of a majority of the property owners in the subdivision shall constitute a quorum. Action without a meeting may also be taken with the written consent of a majority of the property owners.

(d) The offices of the association may be designated by the by-laws and may include a president, vice-president, secretary, treasurer, and board of directors.

(e) The annual meeting of the property owners' association shall be held in the County of Dare at a location designated by the Board of Directors of the association. Special meetings and meetings of the Board of Directors may be held at any convenient location as designated by the Board of Directors.

IN TESTIMONY WHEREOF, the said P. W. Meekins and wife, Elizabeth G. Meekins, have hereunto set their hands and seals and the said Vista Lake, Ltd. has caused this instrument to be executed in its name 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.

*P. W. Meekins* (SEAL)

*Elizabeth G. Meekins* (SEAL)

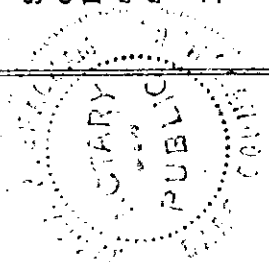
VISTA LAKE, LTD.

*Elizabeth G. Meekins*  
Elizabeth G. Meekins  
President

ATTEST:  
*Ralph G. Reed, Jr.*  
Ralph G. Reed, Jr.  
Secretary

STATE OF North Carolina, ~~CHIEF~~/COUNTY OF Dare.

I, Wanda P. Beacham, a Notary Public in and for the aforesaid State and County do hereby certify that Ralph G. Reed, Jr. personally came before me this day and acknowledged that he is Secretary of Vista Lake, Ltd. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by its Secretary.  
WITNESS my hand and notarial seal, this the 22<sup>nd</sup> day of April, 1976.



*Wanda P. Beacham*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
October 27, 1980

STATE OF North Carolina CITY/COUNTY OF Dare

I, Wanda P. Beacham, a Notary Public in and for the afore-  
said State and County, do hereby certify that P. W. Meekins and wife,  
Elizabeth G. Meekins, personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 21<sup>st</sup> day of April,  
1976.

MY COMMISSION EXPIRES: Oct. 27, 1980  
Wanda P. Beacham  
NOTARY PUBLIC

NORTH CAROLINA, DARE COUNTY

The foregoing certificates of Wanda P. Beacham  
a Notary Public of Dare County, North Carolina  
are certified to be correct.

PRESENTED for registration this the 22nd day of April  
1976, at 11:30 o'clock, A.M. and recorded in this office in Book 232  
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Ernest B. Dillett BY Assistant Register of Deeds  
REGISTER OF DEEDS ASSISTANT REGISTER OF DEEDS

