

Covenants and Restrictions
for
Nags Head Acres
Sections 2 - 7

1. That the fee simple title to all streets and roads and ways shown on said subdivision plat is reserved unto the Owners Declarant for the use and benefit of themselves, their heirs and assigns, and specifically for the purpose of making such conveyance as is necessary to the Town of Nags Head and public utility companies in connection with the maintenance of said roads, water lines, and other utilities and improvements constructed on said property. Such conveyance by Owners shall be specifically subject to an easement for the purpose of ingress and egress, upon, across and on the roads in said subdivision which is hereby specifically granted to the Owners of lots within said subdivision.
2. None of the lots numbered and shown on the aforesaid plat shall be used for manufacturing or any commercial purposes of any kind or character whatsoever, nor shall any advertising signs, other than a sign advertising the property for sale or rent, be erected upon said lots; and no animals, livestock, or poultry of any kind shall be raised, bred, or kept for any commercial purposes on any of the lots shown on the aforesaid plat.
3. All the lots shown on the aforesaid plat shall be used exclusively for residential purposes and a one-family residence only shall be erected on the lots shown on the aforesaid plat with appurtenant garage. No lot may be resubdivided without written consent of the Owners.
4. In order to preserve a desirable beauty and to protect purchasers of this property from having undesirable types of architecture placed on abutting properties with consequent depreciation to the whole, all elevation plans for buildings to be erected shall be approved by Owners in writing, and evidenced by the approved copy of the elevation plans left in the permanent possession of the Owners. Any additions to such premises, including fencing, will require like additional approval.
5. No building or structure including porches, garages, and outbuildings shall be constructed closer to the side lines of said lots or to the front or street line of said lots than the building line set forth and marked on the aforesaid map or plat subject however to the setback restrictions of the Town of Nags Head.

6. 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 Owners so as to preclude the same from causing an unsightly view from any highway, street, or way within the subdivision.
7. All toilet 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 Owners and said Health Department, and no outside toilets permitted.
8. No trailer, 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 during the erection of residences upon said lands.
9. 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, premises are to be cleared and debris removed within 90 days from the date of such casualty.
10. No premises may be built upon the property containing less than 1,400 square feet of living area, exclusive of porches, patios, garages, unfinished areas and other protrusions from the base dimensions of the residence.
11. The foundation of all buildings shall be fully enclosed with exterior siding material, except where Federal Emergency Management Act Regulations or where other municipal, county, state or federal rules or regulations prohibit or limited said enclosures.
12. (a) The Owner desires to provide for the preservation of the values of the subdivision and the lots contained therein with respect to any dwelling to be constructed on any lot, and to that end, desires to provide and maintain certain standards as to harmony of external design and location in relation to surrounding structures and topography.

(b) Unless expressly authorized in writing by Owner, no dwelling, fence, wall, driveway, or other structure nor any exterior addition or alteration of any existing dwelling, nor any

clearing or site work shall be commence, erected or maintained upon the lots, until plans and specifications therefore showing the shape, dimensions, materials, basic exterior finishes and colors, location on site, driveway, parking, well, septic tank and drain field, floor plan and elevation therefore (all of which is hereinafter referred to as the "Plans"), shall have been submitted in duplicate to and approved in writing, as to the harmony of external design and location in relation to any surrounding structures and topography, by the Owner. The Owner shall have the absolute and exclusive right to refuse to approve any such plans and specifications which are not suitable or desirable in the opinion of the Owner for any reason, including purely aesthetic reasons which in the sole and uncontrolled discretion of the Owner shall be deemed sufficient; provided that the Owner shall not refuse to approve any plans and specifications which are substantially similar to any other plans and specifications which previously have been approved for any dwelling.

13. These conditions and restrictions shall be binding upon all parties, or those claiming under them, until January 1, 1992, at which time said conditions and restrictions shall automatically be extended for two successive periods of ten years each, unless by vote of the then owners of record of a majority of the lots shown on said map herein referred to, it is agreed, on or before such expiration date, to change the conditions and restrictions in whole or in part.

NORTH CAROLINA

DARE COUNTY

THIS DECLARATION OF PROTECTIVE COVENANTS made this 31st day of July, 1972, by Roger B. Adams, Jr. and wife, Martha Marie Adams, hereinafter referred to as Owners;

W I T N E S S E T H :

THAT WHEREAS, Roger B. Adams, Jr. and wife, Martha Marie Adams, Owners, are the fee simple owners of that certain tract of land shown on a map or plat entitled "Nags Head Acres", located in Nags Head, Nags Head Township, Dare County, North Carolina, made by F. Richard Quible & Associates, Engineers and Surveyors, dated the 15th day of April, 1972, and duly recorded in Map Book 5, page 56, Public Registry of Dare County, North Carolina;

AND WHEREAS, the said Owners intend to develop the land shown on the aforesaid plat according to a common scheme of development, to the end that the restrictions here imposed shall inure to the benefit of each and all of the purchasers of lots of land 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 the land shown on the aforesaid map.

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

1. That the fee simple title to all streets and roads and ways shown on said subdivision plat is reserved unto the Owners Declarant for the use and benefit of themselves, their heirs and assigns, and specifically for the purpose of making such conveyance as is necessary to the Town of Nags Head in connection with the maintenance of said roads, water lines, and other utilities and improvements constructed on said property. Such conveyance by Owners shall be specifically subject to an easement for the purpose of ingress and egress over, upon, across and on the roads in said subdivision which is hereby specifically granted to the Owners of lots within said subdivision.

2. Except for Lots No. 8 and 9, adjacent to U. S. Highway 158 By-Pass, none of the lots numbered and shown on said plat shall be used for manufacturing or any commercial purposes of any kind or character whatsoever; nor shall any advertising signs, other than a sign advertising the property for sale or rent, be erected on said lots; and no animals, livestock or poultry of any kind shall be raised, bred or kept for any commercial purposes on any of said numbered lots. Lots No. 8 and 9 may be used for business, office, or commercial use in accordance with the existing regulations of the Town of Nags Head.

3. Except as set forth in Section 2 above, all lots shown on the aforesaid plat shall be used exclusively for residential purposes; and a one-family residence only shall be erected on the lots shown on the aforesaid plat. No lot may be re-subdivided without the written consent of the Owners.

4. In order to preserve a desirable beauty and to protect purchasers of this property from having undesirable types of architecture placed on abutting properties with the consequent depreciation to the whole, all elevation plans for buildings to be erected shall be approved by the Owners in writing, and evidenced by the approved copy of the elevation plans left in the permanent possession of the Owners. Any additions to such premises, including fencing, will require like additional approval.

5. No building or structure including porches, garages and outbuildings shall be constructed closer to the side lines of said lots or to the front or street line of said lots than that building line set forth and marked upon the aforesaid map or plat, except that the building line shall not apply to Lots No. 8 and 9.

6. All service utilities, fuel tanks, woodpiles and trash and garbage accumulation are to be enclosed within a fence or wall of a type and size approved by the Owners so as to preclude the same from causing an unsightly view from any highway, street, or way within the subdivision.

7. All toilet 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 Owners and said Health Department, and no outside toilets permitted.

8. No trailer, 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 during the erection of residences upon said lands.

9. 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, premises are to be cleared and debris removed within 90 days from the date of such casualty.

10. The Owners reserve the title to that 5-foot strip adjacent to U. S. Highway 158 By-Pass and shown on the aforesaid map or plat between the South line designated on said plat and the right of way of Adams Lane, except Lot No. 8, for the purpose of landscape and beautification of the subdivision. Owners may, in their absolute discretion, convey said lands to any governmental or municipal body or property owners association for the continuity of such beautification area or may retain title thereto as they in their absolute discretion may determine. The Owners retain title for same purposes as set forth above of that oval area shown on the Preliminary Plat of its entire subdivision, which said oval area is located within the right of way of the entrance to said subdivision designated as "Adams Lane", and the title to that area designated on said plat by Note No. 5.

11. The Eastern 15 feet of Lots 1, 2, 3, 4, 5, 6, and 7 as shown on said plat and designated as 15-foot easement is an area of land upon which no purchaser may construct any structure, outbuilding, porch, clothesline, or other appurtenance or structure of any kind except that a purchaser of said lot may construct a landscape said 15-foot area and plant shrubbery in such area as the same adjoins the 5-foot beautification area, title to which has been retained by Owners.

12. The Owners may at their option, by the filing of a supplemental declaration of protective covenants, bring within the scheme of this development additional lands and subject them to the restrictions herein imposed, or such additions or deletions thereto as Owners may impose, and in accord with existing Zoning Regulations.

13. These conditions and restrictions shall be binding upon all parties, or those claiming under them, until January 1, 1992, at which time said conditions and restrictions shall automatically be extended for two successive periods of ten years each, unless by vote of the then owners of record of a majority of the lots shown on said map herein referred to, it is agreed, on or before such expiration date, to change the conditions and restrictions in whole or in part.

IN WITNESS WHEREOF, Roger B. Adams, Jr. and wife, Martha Marie Adams, have hereunto set their hands and seals this day and year first above written.

Roger B. Adams, Jr. (SEAL)
Roger B. Adams, Jr.
Martha Marie Adams (SEAL)
Martha Marie Adams

NORTH CAROLINA
DARE COUNTY

I, Sarah F. Cole, a Notary Public of the aforesaid county and state, do hereby certify that Roger B. Adams, Jr. and wife, Martha Marie Adams, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal this 4th day of August, 1972.

1972
NOTARIAL SEAL
Sarah F. Cole
Notary Public

My commission expires:
July 7, 1975

NORTH CAROLINA
DARE COUNTY

The foregoing certificate of Sarah F. Cole, a Notary Public of Dare County, North Carolina, is certified to be correct.

Presented for registration this 14th day of August, 1972, at 4:35 o'clock P. M., and recorded in this office in Book 190, page 314. S-25-72

Malvin K. Davis
Register of Deeds

By _____ Assistant Register of Deeds