

# **DECLARATION OF COVENANTS AND RESTRICTIONS ON NORTH RIDGE ESTATES, NAGS HEAD TOWNSHIP DARE COUNTY, NORTH CAROLINA**

This Declaration of covenants and restrictions, made this 10<sup>th</sup> day of May, 1973, by North Ridge Estates Inc., a corporation organized and existing under the laws of the state of North Carolina hereinafter called the Developer:

Whereas, North Ridge Estates, Inc., is now the owner of all the land shown on that certain plat entitled "North Ridge Estates, Nags Head Township, Dare County, North Carolina", prepared by Williams F. Clark, Land Surveyor, Manteo, North Carolina, and recorded in the Public Registry of Dare County, North Carolina, in Map Book 5, pages 13, 14, and 15; and

Whereas, the developer intends to develop the lots shown on said plat according to a common plan or scheme of development and it is the purpose of the Developer to declare and make known the covenants and restrictions to which the said property shall be subject;

Now therefore, the Developer does hereby place upon the 140 lots as shown on said plat, but not including Parcels A and B as shown thereon, the following covenants and restrictions to run with the title to said land, and the grantee of any deed conveying any lot or lots, parcels or tracts, shown on said plat or any parts or portions thereof, excepting Parcels A and B, shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions as follows:

1. The term lots as used herein shall refer to the numbered lots as shown on said plat. Each and every lot shown on said plat shall be used for residential purposes only, and only a one family residential structure, together with garage and necessary outbuildings to be used in connection with the residence, shall be erected upon each lot.
2. No part of any structure shall be erected or maintained on any residential lot within six (6) feet of the side or rear lot lines, nor within thirty (30) feet of the front street line of any lot. In the event of any greater set-back requirement by any government agency the greater requirement shall be complied with. No trailer, tent, shack or other building of a temporary nature shall be erected or maintained on any lot within the subdivision, except such temporary buildings as may be needed in the construction of the permanent buildings. In no case shall the temporary buildings be used as a residence.
3. No animals or poultry, other than household pets, shall be kept on any lot.
4. No lot shall be subdivided, but two or more lots may be used as one building site and the Developer may rearrange lot lines prior to sale, provided that the square footage of any lot is not reduced below any governmental requirement.
5. Sewage disposal shall be in accordance with local and state laws and regulations and in no event shall any outdoor toilet or privy be erected or maintained on any lot.
6. No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done or permitted upon any lot which may be or become an annoyance or nuisance to the owners of the other lots in the subdivision.
7. No signboard or advertising posters shall be permitted on any residential lot, except signs or notices offering the property for rent or for sale.
8. No residence shall be erected or maintained on any lot having less than 1200 square feet of floor space, exclusive of garages, breezeways and porches, and all plans and specifications for

construction of any building on any lot shall be submitted to the Developer for approval prior to commencement of construction. If the Developer fails to disapprove the same within thirty (30) days of the date of submission it shall be conclusively presumed that approval has been granted. If construction is proposed at any time after the Developer, its agents or assigns shall be out of existence or no longer available this requirement shall not be enforced but construction shall be in conformity with the general plan of construction and materials used in other buildings in the subdivision and all other covenants and restrictions shall be complied with.

9. An easement ten (10) feet in width along the front lot line of each lot is reserved for utility lines in the event that the same shall be necessary
10. All installation of electric lines, telephone lines and other utilities from the main lines to each building shall be underground and installed in accordance with the requirements of each utility furnishing the services.
11. No fence of any kind and no hedge more than three (3) feet in height shall be erected or maintained on any lot without the written approval of the Developer, its agents, successors or assigns.
12. The purpose of the foregoing restrictions and covenants is to insure the use of the property for attractive residential use, to prevent annoyances and nuisances and to maintain the desirability of the community and to secure each lot owner the full benefits and enjoyments of his home with no greater restriction upon the free and undisturbed use of his property than necessary to insure the same advantages to other lot owners. Any reasonable changes, modifications or additions to the foregoing shall be considered by the Developer and if so approved will then be submitted in writing to the abutting property owners of any lot affected and if so consented to in writing shall be recorded and when recorded shall be as binding as the original covenants.

The foregoing covenants and restrictions shall run with the land and be binding upon all owners of lots shown on said plat until June 1, 2003, at which time the said conditions, reservations and restrictions shall automatically be extended for successive periods of ten (10) years each, unless and until cancelled or modified by instrument in writing signed by the record owners of a majority of the lots shown on said plat and admitted to record. The easements reserved shall be perpetual.

In addition to any other remedies provided by law the Developer shall have the right but shall be under no obligation to enter upon any lot as to which a violation of any of the above conditions or restrictions exist and abate such violation at the expense of the person or persons responsible for such violation. The owner of any lot shall also have the right to enforce any of the said conditions and restrictions by legal proceedings against any person or persons violating the same.