

Filed Book: 1666 Page: 65
12/20/2005 08:51AM
Doc Code: DECL
BARBARA M GRAY. REGISTER OF DEEDS DARE CO. NC

Doc Id: 6186998
Receipt #: 156821



6186998
Page: 1 of 8
12/20/2005 08:51A

Prepared by and Return to:
John G. Gaw, Jr., Attorney at Law
Post Office Box 1890
Kitty Hawk, NC 27949

NORTH CAROLINA
DARE COUNTY

SOUTHRIDGE SUBDIVISION
SECTION V

THIS DECLARATION OF RESTRICTIVE COVENANTS now made and declared this the 19th day of December, 2005, by NAGS HEAD CONSTRUCTION & DEVELOPMENT, INC., a North Carolina corporation, hereinafter referred to as Declarant;

WITNESSETH:

THAT WHEREAS, Nags Head Construction & Development, Inc., a North Carolina corporation, is the fee simple owner of that certain tract of land located in Nags Head Township, Dare County, North Carolina, and shown on that certain map or plats thereof titled "Southridge at Jockey's Ridge Subdivision, Section V, for Nags Head Construction & Development, Inc.", located in Nags Head, Nags Head Township, Dare County, North Carolina, prepared by Albemarle Engineering, Inc., and recorded in Plat Cabinet F, Slides 395, in the Office of the Register of Deeds of Dare County, North Carolina; and

WHEREAS, Nags Head Construction & Development, Inc., intends to develop the property shown on the aforesaid plat pursuant to a common scheme such that the restrictions herein imposed shall inure to the benefit of each purchaser of lots as shown on the said plat, to insure the best use and most appropriate development of building sites, to protect against improper uses of surrounding lots which would depreciate the value of their property, to preserve the natural beauty of the property, to guard against the erection of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to insure the highest and best development of said property, to encourage and secure the harmonious improvement of building sites, to secure and maintain proper setbacks from property lines and to maintain adequate open space



between structures; and in general to provide adequately for a high development of said property, both of enhancing the values of investments made by purchasers of building sites and preserving, as fully as possible, the natural beauty of the subdivision.

NOW, THEREFORE, the Declarant, its successors and assigns, does hereby declare and make known that the following covenants, restrictions and reservations are hereby imposed upon Lots 1-16 inclusive, Section V, Southridge at Jockey's Ridge, Nags Head, North Carolina, as shown and delineated on the map or plat in Plat Cabinet F, Slide 395, of the Dare County Registry, all of which shall run with the land as shown on the maps or plats thereof and any additional lands brought within the scheme and plan of development of the subdivision named "Southridge at Jockey's Ridge at Nags Head," and shall be binding upon the Declarant, its successors, grantees and assigns, and upon all subsequent owners of lots of land as shown on the aforesaid plats (including any additional lands which may be developed by the developer pursuant to this scheme of development), claiming by and through the Declarant.

1. Permitted Uses; Commercial Uses Prohibited. No lot shall be used except for residential purposes. No business or business activity may be conducted on the property at any time; provided however that nothing herein, shall preclude the Declarant, its successors in interest, agents and employees from using all or part of the dwellings owned by them for the purpose of carrying on business directly related but not limited to the development and/or management of the subdivision.

2. Permitted Structures: Building Standards and Specifications. No building shall be built, erected, altered, placed, or permitted to remain on any lot other than one single-family residence (expressly excluding duplexes, double or multiple-unit houses) and an attached garage approved by the Architectural Review Committee (hereinafter "ARC"), or its successors in interest or assigns. The ARC shall consist of the Declarant, its successors and assigns. The approval of the plans and specifications shall be noted in writing on the plans. In the event the ARC fails or refuses to either approve or disapprove the plans within 30 days after submission to the ARC, its successors or assigns, then the requirement of this covenant shall be deemed waived and its enforcement against the lot owner, and the heirs and assigns of said lot owner, shall be barred by reason of the ARC's failure to approve or disapprove the covenants within 30 days of the date of submission to the ARC.

No building shall be built, erected, placed, or altered on any lot in the subdivision until the building plans, specifications, (including exterior colors), and plat or map showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development



and in accordance with schedule exterior colors, materials, and design elements and guidelines for building and development approved and published by the ARC. A copy of the current building standards and regulations adopted by the ARC pursuant to this provision shall be available at the office of the ARC. The ARC shall approve the location of the building or buildings with respect to topography and finished ground elevation.

Subsequent to the transfer of title by the developer to the first owner of each lot, any exterior modifications, additions, or renovations to the buildings on the owner's lot must be approved by the ARC and conform to the building standards and regulations then in effect as published by the ARC. The initial landscaping of each lot must be approved by the ARC.

The ARC shall develop and maintain in the office of the ARC a current set of approved guidelines for building and development within Section IV together with an approved schedule of exterior colors, building materials, fence standards and regulations, swimming pool and driveway regulations, and such other building and development standards as the ARC shall adopt from time to time. The initial set of guidelines for building and development have been designated as Exhibit A and attached hereto and incorporated herein and recorded with these covenants and restrictions. Subsequent amendments to the guidelines for building and development, as adopted from time to time by the ARC, shall be effective upon the adoption and filing of such amendments by the ARC in the Office of the Register of Deeds of Dare County.

3. Subdivision or Re-subdivision of Lots. No lot shall be subdivided or re-subdivided to create an additional lot or lots. There may be added to or combined with any lot, however, as shown on the recorded plat, all or a portion of another lot or lots to produce a larger building site and in such event, any boundary lines (as well as any boundary line changes within the subdivision for any reason) shall require the written consent of the Declarant or its successors in interest. When one owner acquires two or more adjoining lots or a portion of a lot contiguous with a whole platted lot, then in that event, the adjoining one or more lots or a portion thereof may be used as one building site, in which event the side line easements and set backs referred to herein shall apply to the outside perimeter of the property line of the combined lots acquired by said property owner.

4. Setbacks and Building Lines. The front, rear and side set backs of each lot, and the maximum height of any structure built or placed upon any lot, shall be the same as the front, rear, side set back and height standards of the town of Nags Head, North Carolina in effect at the time the plans and specifications are submitted to the ARC for



approval. However, uncovered porches, decks and stairways, and upper level overhangs may extend a distance of not more than 3 feet into the side and front setbacks as established by the town.

5. Completion of Building. All construction shall be completed within 14 months from the start thereof, provided that the Declarant, its successor in interest or assigns, may extend such time when, in its opinion, the conditions warrant such extension.

6. Utilities and Cable TV. All utilities and cable TV connections and lines must be installed underground when and as underground service is available and at the expense of each individual property owner. The erection of any exposed antennas shall be done only with the approval of the Declarant. As long as cable service is available, no exposed antenna shall be erected on or used on any of the subdivision lots.

7. Temporary Structures. No temporary structures, such as a trailer, mobile home, tent or shack, shall be constructed or placed upon any lot before, during, or after completion of construction of any buildings and structures except for such structures as are normally used by construction contractors during the period of construction. Such temporary structures shall be promptly removed after completion of construction and may not be used as residences while on the property.

8. Occupancy. No single family residence erected upon any lot shall be occupied in any manner prior to its completion of construction.

9. Signs. Except as herein provided, no signs except "For Sale", "For Rent", and signs giving the name of the house or owner, shall be erected on any lot. The Declarant shall not be prevented from erecting such signs as may be deemed necessary to the operation of the subdivision or the normal conduct of its business, and signs of general contractors and construction lenders may be erected during construction and must be removed prior to obtaining an occupancy permit. The Declarant, its successors or assigns, may enter upon the lot of any owner and remove any sign violating these covenants and such entry shall not be deemed a trespass. The sign so removed may be left on the lot to be removed from the premises or destroyed by either the lot owner or the sign owner.

10. Pets. No animals of any kind shall be kept, raised or bred on any lot, except a reasonable number of the usual household domestic pets such as dogs or cats, provided that such pets shall not be kept, raised or bred for commercial purposes and provided that all pets are under the control of their owner.

11. Nuisances. It shall be the responsibility of each lot owner to maintain the exterior of his residence and the surrounding grounds of his lot in a clean, tidy and safe manner and shall prevent waste from occurring to any structure on his lot. In the event of



destruction or other casualty to the building or structure, the premises shall be cleared and debris removed therefrom by the owner of the lot within 90 days from the date of such casualty.

(a) No lot shall be used in whole or in part for the storage of anything which might cause such lot to appear cluttered, unclean or obnoxious to the eye; nor shall any substance, thing or material be kept on any lot that might emit foul or obnoxious odors, noises or other conditions that will or may disturb the serenity, safety or comfort of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to create a nuisance to the neighborhood.

(b) After construction has commenced, the property owner and his builder shall keep the lot clean and neat in appearance. A trash and rubbish container at least 8 feet wide and 8 feet long shall be maintained during construction. All construction trash and debris shall be placed in the trash container and removed from the premises by the owner or the contractor. The burning of trash and rubbish is expressly prohibited. No structure, including the residential building, shall be occupied until all construction trash, rubbish, debris and the trash container have been removed from the premises.

(c) No junk, wrecks or inoperative automobiles, trucks, buses or boats shall be permitted to remain on the property unless otherwise permitted by this declaration nor shall unsightly material be stored thereon. Owners of unoccupied lots shall at all times keep and maintain their property in an orderly manner and prevent the accumulation of rubbish and debris upon the premises. Lot owners shall prune overgrown shrubs and prevent grass or weeds from exceeding a height of 12 inches above the ground surface.

12. Easements for Utilities and Drainage; Cablevision. The Declarant, on behalf of itself and/or such utility companies that may service the subdivision from time to time, and the cablevision companies, reserve a perpetual right, privilege and easement ten (10) feet wide along the front and five (5) feet along the rear and side lot lines of each lot to construct, maintain, and operate in, upon, across and through such easement in a proper and workmanlike manner, electric, cablevision, telephone, gas, sewer, water, drainage and other conveniences and utilities and appurtenances necessary or convenient thereto together with the right at all times to enter upon the said easement with men and equipment for the purpose of inspecting, altering and repairing the same. The Declarant reserves the right to maintain or otherwise keep clear any obstructions that may adversely affect the proper maintenance and operation of the various utility systems and further reserves a perpetual right to enter upon any lot for the purpose of constructing or



maintaining emergency drainageways for the benefit, health and safety of the neighboring residents. These reservations, however, shall not be considered an obligation of the Declarant to provide or maintain any such utilities, services or easements. It is further provided that where any two or more lots are in common ownership and used as one building site, the easements reserved herein shall be located upon the outside perimeter of the lots only.

13. Duration of Covenants. These restrictions shall be binding on the land and all parties owning same or in possession thereof for a period of twenty (20) years from the date hereof and shall be extended for successive periods of ten (10) years thereafter, unless, prior to the expiration of the initial twenty year period or any such ten year period thereafter, an instrument signed by the owners of record of the majority in interest of the lots in the subdivision and any subsequent phases subject thereto has been recorded revoking or modifying said restrictive covenants. Any subsequent land subjected to this declaration by an amendment hereto shall continue subject thereto for the remainder of the current term of these covenants and shall be extended on the same date as provided herein unless modified or rescinded by a vote of the majority in interest of all owners in any subsequent phase or lands upon which these covenants (and as the same may be amended) have been imposed.

14. Modification of Covenants. As long as the Declarant owns two or more of the lots shown on the aforesaid plat or amendments thereto, the Declarant, its successors or assigns, reserves the right to alter, amend, modify, change or eliminate any or all of the covenants contained herein.

15. Enforcement of Covenants. If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the covenants hereinbefore set out, it shall be lawful for any other lot owner to institute legal proceedings against the owner or owners violating any of such covenants, either to prevent him from so doing or to recover damages for such violation or both. Except as herein set forth in paragraph 2, the failure to enforce any right, reservation, restriction or condition contained, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement.

In the event Declarant, its successors or assigns, employs counsel to enforce any of the foregoing covenants by reason of violation of said covenants, all costs incurred in such enforcement, including reasonable attorney's fees, shall be paid by the owner of such lot or lots and the Declarant, its successors or assigns, shall have a lien upon such lot or lots to secure the payment of all such accounts, which lien may be enforced by civil action in the nature of a suit to foreclose a lien of a deed of trust.



Invalidation of any of these covenants by judicial decree shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Nags Head Construction & Development, Inc., a North Carolina corporation, Declarant, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Nags Head Construction & Development, Inc.

By: Jesse W. Cobb
Jesse W. Cobb, President

NORTH CAROLINA

COUNTY OF DARE

I, Laura C. Daniels, a Notary Public of the County and State aforesaid, do hereby certify that JESSE W. COBB personally came before me this day and acknowledged that he is the PRESIDENT of NAGS HEAD CONSTRUCTION & DEVELOPMENT, INC., a North Carolina corporation, and acknowledged, on behalf of, NAGS HEAD CONSTRUCTION & DEVELOPMENT, INC., the due execution of the foregoing instrument.

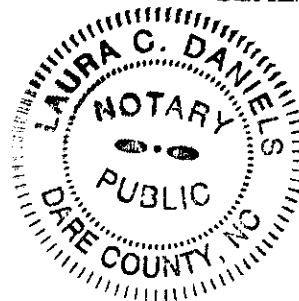
Witness my hand and official stamp or seal, this 19th day of December, 2005.

Laura C. Daniels
Notary Public

My Commission Expires:

June 21, 2008

SEAL/STAMP



UNOFFICIAL COPY



**EXHIBIT A
GUIDELINES FOR
BUILDING AND DEVELOPMENT FOR
SECTION V, SOUTHRIDGE AT JOCKEY'S RIDGE,
NAGS HEAD, NORTH CAROLINA**

1. All homes built in South Ridge Subdivision, Section V, shall be of the "Nags Head" architectural style similar to those built in South Ridge prior to the recording of this Exhibit. The South Ridge style incorporates some of the following elements: buildings with cedar tone architectural shingles and roofs having a 6/12 pitch or more, wrap-around porches, wooden shutters, shed dormers, and color schemes employing colors that have cedar tones.
2. Entrance way and yard lighting shall be of low wattage and shall be low level ground lighting that must be approved by ARC. Flood lights on poles or dwellings (75 watts or less) may be approved for security purposes provided the lights are not directed in such a manner as to cause annoyance to neighboring properties.
3. The erection of fences that separate adjoining properties is prohibited. The Architectural Review Committee must approve all residential fencing. Fences may not exceed 48 inches in height and must be constructed of wood or simulated wood. Fences made from plywood sheets and chain link fences are prohibited. Except as provided in item 4 below, only split rail or corral type fences will be considered. Fences may be left natural, or painted or stained with an approved color.
4. The construction and location of a swimming pool and a surrounding fence within the building boundary lines must be approved by the ARC. Fences made from stockade, plywood sheets, and chain link fences are prohibited. Materials and color schemes as prescribed in (3) above apply; pool fences may not exceed seventy-two (72) inches in height. The finished side of the pool fence must be faced outward.
5. Driveways shall not exceed twenty-two (22) feet in width at the connection to the street, and shall be paved with concrete. Colored driveways will not be approved (red, green, etc.) One full-size automobile parking space of not less than 8' x 16' must be provided as off-street parking for each bedroom and bedroom/den. Parking spaces under houses, in garages or carports or in driveways are acceptable.
6. No detached buildings will be approved. These include all structures designed to house or store vehicles and/or tools, or provide occupancy for persons, animals; e.g., garages and carports. Structures designed to provide temporary shelter from the elements (e.g., gazebos) may be exempt from this requirement in the discretion of the ARC.
7. There shall be no fuel tanks or storage receptacles exposed to view. All tanks and/or receptacles must be firmly secured in place.
8. Exterior siding (including soffit and fascia) shall be of natural wood (or other approved material) and/or covered with solid, semi-transparent stain, stain or paint. Only colors approved by the ARC may be used.
9. All exterior house pilings shall be covered with wing walls and siding to match the house unless otherwise approved by the ARC. The use of lattice or other materials to cover pilings under decks and porches must be approved.