

NORTH CAROLINA
DARE COUNTY

AMENDED DECLARATION OF PROTECTIVE COVENANTS

VISTA COLONY SOUTH, VISTA COLONY WEST, AND VISTA COLONY PLACE

This Amended Declaration of Protective Covenants made and declared this the 19th day of November, 1976, by P. W. Meekins and wife, Elizabeth G. Meekins, and Goldie H. Meekins (widow), hereinafter called the Declarants:

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of those certain tracts of real property located in the Town of Nags Head, Nags Head Township, Dare County, North Carolina, as shown on those certain maps or plats as follows:

(a) Map or plat of Vista Colony South, by Kermit R. Sinclair, Registered Surveyor, dated April 10, 1971, and recorded in Map Book 4, page 58, Dare County Registry, and corrected on November 16, 1972, and recorded in Map Book 6, page 2, Dare County Registry;

(b) Map or plat of Vista Colony West, by Kermit R. Sinclair, Registered Surveyor, dated July 27, 1971, and recorded in Map Book 4, page 98, Dare County Registry, and corrected on November 16, 1972, and recorded in Map Book 6, page 1, Dare County Registry;

(c) Map or plat of Vista Colony Place, by William F. Clark, Registered Surveyor, dated August 24, 1971, and recorded in Map Book 5, page 16, Dare County Registry.

AND WHEREAS the Declarants heretofore filed certain Declarations of Protective Covenants and Amended Declarations of Protective Covenants affecting the lands designated and described in the aforesaid maps or plats as follows:

(a) A Declaration of Protective Covenants affecting the lots in Vista Colony South, dated August 2, 1971, recorded in Book 178, page 298, Dare County Registry;

(b) A Declaration of Protective Covenants affecting the lots in the Subdivision known as Vista Colony West, dated July 30, 1971, and recorded in Book 178, page 301, Dare County Registry;

(c) An Amended Declaration of Protective Covenants affecting Vista Colony West, dated June 5, 1972, and recorded in Book 187, page 446, Dare County Registry;

(d) An Amended Declaration of Protective Covenants affecting the lots in Vista Colony West, dated August 21, 1972, and recorded in Book 190, page 777, Dare County Registry;

(e) A Declaration of Protective Covenants affecting the lots in the subdivision known as Vista Colony Place, dated February 1, 1973, and recorded in Book 199, page 758, Dare County Registry.

AND WHEREAS, the Declarants desire to modify said covenants to which hereinabove referred as said power to modify is contained within the aforesaid covenants, said modification to be with respect to the reservations contained therein concerning approval by the Declarants of certain matters and things:

AND WHEREAS, the Declarants intend to develop the lots and properties shown on the aforesaid maps or plats under a common scheme of development so that the restrictions and declarations imposed shall inure to the benefit of each and every purchaser of lots or parcels shown on the aforesaid maps or plats;

AND WHEREAS, it is the purpose of the Declarants to declare and publish the covenants and restrictions which shall apply to the lands shown on the aforesaid maps or plats;

THEREFORE, the Declarants do hereby declare and make known and publish that the following covenants and restrictions shall run with the lands and lots shown on the plats hereinabove described, and said covenants and the restrictions shall be binding on all parties, entities or persons purchasing the lots shown on the aforesaid plats and their heirs or designees or any other person claiming under them. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

AND FURTHER, the Declarants do hereby withdraw those certain Declarations of Protective Covenants and Amendments thereto recorded in Book 178, page 298, Dare County Registry, Book 178, page 301, Dare County Registry, Book 187, page 446, Dare County Registry, Book 190, page 777, Dare County Registry, and in Book 199, page 758, Dare County Registry, insofar as said Declarations of Protective Covenants and Amendments thereto have heretofore affected the lands described on the aforesaid maps or plats and do declare that the covenants contained in this document shall from henceforth apply to the said lands.

THE COVENANTS, RESTRICTIONS, AND DECLARATIONS ARE AS FOLLOWS:

1. There is hereby reserved an easement of right of way for the construction, operation, and maintenance of utilities, including electric power, telephone, cable television, gas and water mains, and other public utilities, in upon and over the streets and ways and within the five (5) feet either side of all lot lines shown on the aforesaid maps or plats.
2. No building constructed on said premises may be occupied by anyone until and unless an approved sewage disposal system has been installed in accordance with local and state regulations and no outside toilets are permitted.
3. 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 for construction purposes may not remain on the aforesaid lands for a period to exceed 120 days.
4. No animals or poultry shall be kept or maintain on said premises, except household pets.
5. No building shall be erected or maintained on any single lot, except a one-family dwelling house consisting of a minimum of 800 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.
6. Any building erected on the said premises shall be built on a solid foundation or, in lieu of a solid foundation, the buildings may be erected on pilings, provided that said pilings must be enclosed from outside view either by latticework or being completely enclosed with material similar to that used from the roof line of the cottage to the floor level.
7. Said premises shall not be used for any business, commercial or manufacturing purposes of any kind, except the leasing and rental of residential units.
8. Those areas shown on the aforesaid subdivision maps or plats as "Not A Part" and all areas other than the streets, easements and numbered lots, are not a part of the subdivision and therefore not subject to these Protective Covenants.

9. 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.

10. 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 the date of such casualty.

11. 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 the Subdivisions.

12. No unlicensed motor vehicles or trailers will be permitted to remain on the premises for a period to exceed 30 days.

13. 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.

14. Enforcement of these covenants may be by the Declarant as long as they own at least one lot in the subdivisions or by any owner in the subdivisions, 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.

IN TESTIMONY WHEREOF, the said P. W. Meekins and wife, Elizabeth G. Meekins, and Goldie H. Meekins (widow) have hereunto set their hands and seals on the day and year first above written.

P. W. Meekins (SEAL)
Elizabeth G. Meekins (SEAL)
Goldie H. Meekins (SEAL)

NORTH CAROLINA
DARE COUNTY

I, David H. Basnight, a Notary Public in and for the aforesaid 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 7 day of December, 1976.

MY COMMISSION EXPIRES:

Aug. 7, 1981

David H. Basnight
NOTARY PUBLIC

NORTH CAROLINA
DARE COUNTY

I, David H. Basnight, a Notary Public in and fore the aforesaid State and County, do hereby certify that Goldie H. Meekins (widow) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 2nd day of December, 1976.

My Commission Expires:

Aug. 7, 1981

David H. Basnight
NOTARY PUBLIC

NORTH CAROLINA, DARE COUNTY

The foregoing certificate of Mabel H. Basnight, a Notary Public in and for the aforesaid State and County is certified to be correct.

PRESENTED for registration this the 28th day of December, 1976, at 1:20 o'clock P.M. and recorded in this office in Book 240, page 295. 1-7-77

Estelle B. Zillett
REGISTER OF DEEDS

BY: Arva L. Wise
ASSISTANT REGISTER OF DEEDS