

NORTH CAROLINA  
DARE COUNTY

HOLIDAY SHORES  
DECLARATION OF RESTRICTIVE COVENANTS

Whereas, Holiday Shores Limited Partnership is the fee simple owner of that certain tract of land located in the Village of Rodanthe, Kinnakeet Township, Dare County, North Carolina, as shown on a map or plat entitled "Corrected Map of Revised Holiday Shores, Kinnakeet Township, Dare County, North Carolina," dated February, 1975, by Moore, Gardner & Associates, Inc., and recorded in Map Book 8, page 11, in the office of the Register of Deeds of Dare County, North Carolina;

Whorans, Holiday Shores Limited Partnership intends to develop the property shown on the aforesaid plat according to a common scheme with the objective that the restrictions herein 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 Holiday Shores Limited Partnership does by this instrument declare and make known that the following covenants and restrictions are to run with the land shown on the map hereinbefore designated and shall be binding upon their successors in interest;

If any person subsequently acquiring title or in possession of any lot or lots within said subdivision, or his or her heirs or assigns, shall violate any of the restrictions herein-after set out, it shall be lawful for any person owning real property situated in said subdivision to institute legal proceedings against the person or persons violating any of said restrictions, and either prevent him from so doing or recover damages for such violation or both. Invalidation of any 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.

1. Residential Use.

All the lots of this subdivision except Lots 1, 30, 31, 32, 42, 43, 44, 45, 46, 47, 48 and 49 shall be used exclusively for residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling or one (1) multiple-family dwelling. If one owner acquires two or more adjoining lots, those adjoining lots may be used as one building site and the side line restrictions in this Declaration shall apply to the perimeter of the combined adjoining lots. No original lot or group of lots may be subdivided without the written consent of Holiday Shores Limited Partnership or its successors in interest.

2. Type and Size of Construction.

(a) Any residence erected on any lot in this subdivision shall have a minimum floor living area of 1,000 square feet excluding porch, garage, sun deck, patio or terrace, breezeway and attic or wall space. Any multi-story structure shall contain a minimum first floor living area of 600 square feet excluding porch, garage, sun deck, patio or terrace, breezeway and attic or wall space.

(b) No building, fence or other structure shall be erected, placed, moved onto, maintained or in any way altered on any lot in the subdivision until such time as the proposed building plans, specifications, exterior color or finish, plot plat (showing the proposed location and elevations of such structure, drives and parking area) and construction schedule shall have been approved in writing by Holiday Shores Limited Partnership, its designated representative or successors in interest as developers of the subdivision. No alterations in the exterior appearance of the building or other structure shall be made without similar approval by Holiday Shores Limited Partnership. One (1) copy of all plans, specifications and related data shall be furnished Holiday Shores Limited Partnership for its records.

(c) The exterior of all residences and other permanent structures in the subdivision shall be completed within six (6) months after the commencement of construction. No structure shall be used at any time, either temporarily or permanently, as a residence until the exterior of such structure is complete.

(d) No trailer, mobile home, house trailer or temporary structures, such as tents, shacks, garages, barns or other outbuildings, shall be used on any lot in this subdivision at any time as a permanent or temporary residence.

3. Line Requirements.

No building or structure including porches, garages and outbuildings shall be constructed closer than eight (8) feet from the side lines of lots as shown on said plat, nor closer to the rear property line than a distance equal to twenty percent (20%) of the lot depth, nor closer than twenty-five (25) feet to the front or street line of said lots. On a corner lot,

a front yard of at least twenty-five (25) feet shall be required on each street. A corner lot shall have only one side yard which shall be on the side adjoining the interior lot opposite the front yard having the greatest street frontage. Those line requirements shall not apply to lots 1, 30, 31, 32, 42, 43, 44, 45, 46, 47, 48 and 49.

4. Nuisances.

No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property obtained that will cause such lot to appear in unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. 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, the premises are to be cleared and debris removed within ninety (90) days of such casualty. No advertising signs, or posters, other than a sign advertising property for sale or rent shall be placed on the said lots. No animals, livestock or poultry of any kind other than household pets, shall be kept on any lots.

5. Easements.

Easements are reserved along and within five (5) feet of all side lot lines and within ten (10) feet of all front and rear lot lines for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electricity, telephone service, cablevision, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities, and to remove any obstacle which may at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from and across said premises to duly authorized maintenance personnel. This easement shall also extend along any owner's side and rear property lines where fractional lots are owned. It shall not be considered a violation of the terms of this easement if wires or cables carried by pole lines pass over or under some portion of lots not within the five (5) foot wide strip, provided such lines do not hinder the construction and maintenance of buildings situated on any such lot.

6. Modification of Restrictive Covenants.

As long as it owns ten percent (10%) or more of the lots in the subdivision, Holiday Shores Limited Partnership reserves the right to include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these Covenants, which will, in the sole opinion of Holiday Shores Limited Partnership, raise the standards or enhance the desirability of the subdivision. Such reservations shall not be construed as authorizing Holiday Shores Limited Partnership to relieve any purchaser of any lot in the subdivision, in whole or in part, from any of the restrictive covenants set forth herein. Holiday Shores Limited Partnership further reserves the right to alter, amend, modify, change or eliminate

at any time Holiday Shores Limited Partnership owns ten percent (10%) or more of the lots in the community any or all of the protective covenants set forth herein. Any such alterations, amendments, modifications, changes or eliminations so made shall apply to each and every lot in the subdivision.

7. Maintenance of roads and other improvements.

The maintenance of roads and all other improvements which have been, are being or will be constructed by Holiday Shores Limited Partnership within the subdivision shall be the obligation of Holiday Shores Limited Partnership until seventy-five percent (75%) of the lots in the subdivision have been sold. Thereafter, Holiday Shores Limited Partnership hereby expressly disclaims any and all obligations to perform such maintenance.

8. Water and Sewage.

All wells and toilets 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 land in positions approved by said Health Department. No outside toilets will be permitted under any circumstances.

9. Supplemental Covenants.

Holiday Shores Limited Partnership may at its option, by filing a supplemental Declaration of Restrictive Covenants, bring within the scheme of this development additional lands and subject them to the restrictions herein imposed, or make such additions or deletions as it may see fit.

10. Terms of Protective 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 (20) year period or any such ten (10) year period thereafter, an instrument signed by the owners of record of the majority of the lots in the subdivision has been recorded revoking or modifying said restrictions.

IN WITNESS WHEREOF, Holiday Shores Limited Partnership, acting through its general partners, has caused this instrument to be executed this 15<sup>th</sup> day of August, 1975.

HOLIDAY SHORES LIMITED PARTNERSHIP

BY: [Signature]  
John M. Pholan, Jr.  
General Partner  
BY: [Signature]  
Daniel H. Porter  
General Partner

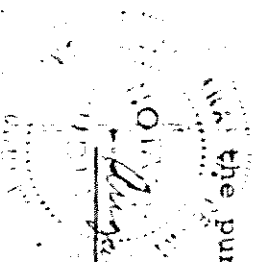
NORTH CAROLINA

BOOK 225 PAGE 785

DARE COUNTY

I, the undersigned notary public, do hereby certify that John M. Phelan, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this 30th day of August, 1975.



My comm. expires: 12-11-77 Barbara W. Perry  
Notary Public

~~NORTH CAROLINA~~ STATE OF New York  
DARE COUNTY COUNTY OF New York

I, the undersigned notary public, do hereby certify that Daniel H. Porter personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this 20 day of July, 1975.

Dana Ferrara  
Notary Public

My comm. expires:  
VERA TERRE  
Notary Public, State of New York  
#12547, 1975

Qualified in Kings County  
Commission Expires March 30, 1978

NORTH CAROLINA  
DARE COUNTY

The foregoing certificates of Barbara W. Perry, a notary public of Dare County, N.C., and Vera Ferrara, a notary public of Kings County, N.Y., are certified to be correct.

Presented for registration this the 24th day of Sept., 1975, at 3:25 o'clock     p.m., and recorded in this office in Book 225, page 792.

By: Malcolm S. Garrison Assistant  
Estelle S. Willitt  
Register of Deeds