

NORTH CAROLINA

DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants made and declared this 17th day of August, 1972, by Warren D. Paley and wife, Claire Paley and Ersie E. Midgett (widow and not remarried), hereinafter called "Declarants":

W I T N E S S E T H :

WHEREAS, Declarants are the owners of certain real property shown on that plat entitled "Surf-Side, Rodanthe, Kinnakeet Township, Dare County, North Carolina", prepared by Kermit R. Sinclair, Registered Surveyor, of Manteo, North Carolina, and recorded in Map Book 5 at page 63, Dare County Registry;

WHEREAS, Declarants intend to develop the lots and property shown on said plat under a common scheme of development so that the restrictions and declarations herein imposed shall inure to the benefit of each and every purchaser of lots or parcels shown on the aforesaid described plat;

WHEREAS, it is the purpose of these Declarants to declare and publish the covenants and restrictions which shall apply to the lands shown on the aforesaid described plat;

THEREFORE, 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 plat hereinbefore described, and said covenants and restrictions shall be binding on all parties, entities or persons purchasing real property shown on the aforesaid plat or their heirs or designees or any other person claiming under them.

THE COVENANTS, RESTRICTIONS, AND DECLARATIONS ARE AS FOLLOWS:

1. All lots and lands shall be used exclusively for residential purposes. No lots or lands included in this Declaration shall be used or occupied for the manufacture or sale of any articles or for any commercial purposes of any kind or character whatsoever, or for the conducting of any business. Hotels, motels, rooming houses or boarding houses are specifically forbidden.

2. No more than one residence shall be erected on any one lot; however, when one owner acquires two or more adjoining lots, then and in that event the adjoining one or more lots may be used as one building site and the side lot lines and easements referred to herein shall apply to the outside perimeter line of the combined lots.
3. No structure of a temporary character, including but not limited to trailer of any kind, tent, shack, garage, barn, mobile home, or other outbuilding shall be used or allowed on any lot or land at any time either temporarily or permanently except such temporary structures as may be necessary for the storage of materials by or for the convenience of workmen during the erection of residences upon the said lots or lands. No temporary structure of any kind including those hereinabove set out shall be used on any lot or land at any time as a residence either temporarily or permanently.
4. In order to preserve a desirable beauty and to protect purchasers of these lots and lands from having undesirable types of architecture placed on abutting properties with the subsequent depreciation to the whole, no residence, improvement or alteration of said residence shall be constructed or started until the construction plans and specifications and the plans showing the location of the structure on the lot have been submitted in writing and approved by Declarant, its successors and assigns, and evidenced by the approved copy of such plans and specifications left in the permanent possession of Declarant. Any additions to such premises will require like additional approval.
5. No fences shall be constructed on the lots or lands exceeding 36 inches in height above ground level except upon approval by Declarant.
6. 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 lands in positions approved by the Declarant and said Health Department. No outside toilets will be permitted under any circumstances.
7. 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 date of such casualty.
8. No noxious or offensive activity shall be carried on upon the lots or lands nor shall anything be done thereon which may be or may become an annoyance or nuisance to other lots or lands subject to these restrictions.
9. All service utilities, fuel tanks, woodpiles, trash and garbage accumulation are to be enclosed within a fence, wall or rack of a type and size approved by the Declarant in order to avoid the same from causing an unsightly view from any highway, street, or other residence within the subdivision.
10. There shall be no signs, billboards or advertising structures of any nature whatsoever placed on any lots or lands.

11. There is reserved unto the Declarants an easement for the purpose of installation and maintenance of utilities over and upon the ten feet of each lot or parcel of land which abuts streets, roadways or easements.
12. Enforcement of these covenants, restrictions and declarations may be by Declarants or any owner of property subject to these covenants either for equitable restraint against the violation thereof, or at law for damages by virtue of any such violation and the invalidation of any one or more of the conditions and restrictions set out herein shall in no way affect any other of such provisions, all of which shall remain in full force and effect.
13. Declarants agree each with the other that they and their heirs, successors and assigns, and more particularly all owners of lots shown on the aforescribed plat shall have a permanent easement of ingress and egress over and upon the areas shown as "Drive", "Walk," and "Easement".
14. Declarants Warren D. Paley and wife, Claire Paley reserve unto themselves, their heirs and assigns, the right and privilege of providing exceptions from the terms and effect of Restriction No. 2 as to lots within Sections One and Two and from Restriction No. 1 as to Lot 1 in Section 1, when in the opinion of Declarants such exceptions are necessary or warranted. They further reserve the approval rights set out in Restriction No. 4 as to Sections One and Two. Declarant Ersie E. Midgett reserves unto herself, her heirs and assigns, the right and privilege of providing exceptions from the terms and effect of Restriction No. 2 as to lots within Section 3 when in the opinion of Declarant such exceptions are necessary or warranted. She further reserves the approval rights set out in Restriction No. 4, Section Three. All exceptions shall be in writing.
15. The foregoing conditions, reservations, declarations, covenants and easements shall run with the land and be binding upon all purchasers of lands or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 31st day of December, 1999, at which time the said conditions, reservations, easements, declarations and covenants shall automatically be extended for further successive periods of 15 years each unless by vote of the then owners of record of a majority of the lots shown on the plat above referred to, it is agreed on or before such expiration date to change the said conditions, reservations, easements, restrictions, covenants, declarations in whole or in part.

IN WITNESS WHEREOF the said Declarants have hereunto set their hands and seals the day and year first above written.

Warren D. Paley (SEAL)

Claire Paley (SEAL)

Ersie E. Midgett (SEAL)

NORTH CAROLINA
DARE COUNTY

I, Josephine M. Jennette a Notary Public in and for the aforesaid County and State, do hereby certify that WARREN D. PALEY and wife, CLAIRE PALEY, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 17 day of August, 1972.

Josephine M. Jennette
NOTARY PUBLIC

MY COMMISSION EXPIRES:

2-7-76

NORTH CAROLINA
DARE COUNTY

I, Josephine M. Jennette a Notary Public in and for the aforesaid County and State, do hereby certify that ERSIE E. MIDGETT (widow and not remarried), personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 17 day of August, 1972.

Josephine M. Jennette
NOTARY PUBLIC

MY COMMISSION EXPIRES:

2-7-76

NORTH CAROLINA

DARE COUNTY

The foregoing certificates of Josephine M. Jennette, a Notary Public of Dare County, North Carolina are certified to be correct.

Presented for registration this the 21st day of August, 1972, at 1-35 o'clock P..M., and recorded in this office in Book 190, page 465.

9-7-72

Melvin R. Daniels
REGISTER OF DEEDS

By _____
ASSISTANT REGISTER OF DEEDS