

NORTH CAROLINA

DARE COUNTY

THIS DECLARATION made this 8th day of September, 1964 by  
KARL H. W. BAARSLAG and wife, ESTHER J. BAARSLAG of Silver Spring,  
Maryland, hereafter called Declarants;

W I T N E S S E T H :

Whereas, Declarants are the owners of all the land shown on  
the map entitled Amended Map of Wimble Shoals Estates, prepared by  
Kermit R. Sinclair, Registered Surveyor, Manteo, North Carolina  
and recorded in Plat Book 2 , page 211 , in the Dare County Public  
Registry, and whereas the Declarants hereby covenant and agree to  
and with all other persons, firms and corporations which may at any  
time hereafter own or acquire any legal or equitable interest in  
and to Lots 1, 2, 3, 4, 5, 6, 7, and 8, comprising part of the sub-  
division known as Wimble Shoals Estates as shown and described on  
the map thereof appearing of record in Plat Book 2 , page 211 ,  
Public Registry of Dare County, North Carolina, and reference is  
hereby made of said map for a more accurate description of said  
lots and is a part hereof;

THE COVENANTS AND RESTRICTIONS HEREINABOVE MENTIONED, AND  
TO WHICH EACH LOT (AND EVERY PART OF SAID LOT,) ARE SUBJECTED AND  
IMPRESSED ARE AS FOLLOWS:

(1) Said lot shall be known and described as a residential  
lot, and no structure shall be erected on such residential lot  
other than one detached single family dwelling and a private garage  
for not more than three cars, which may include servants' quarters.

(2) No dwelling shall be permitted on any lot at a value  
of less than \$5,000.00 based upon value levels prevailing on the date

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of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

No dwelling shall be permitted on any lot of extreme architectural design, it being the intention and purpose of the covenant to assure that all dwellings shall be comparable to those of other houses in the subdivision.

(3) No building shall be erected on said residential lot nearer than 30 feet to the front lot line on the private right of way, or nearer than 10 feet to <sup>any</sup> one of the interior lot lines. This covenant shall also apply to garages or carports attached to the dwelling. No garage shall be erected nearer the street line than the front building line of the lot. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that they shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(4) No lot shall be resubdivided, nor shall any lot be used or converted into a public street or public right of way of any nature whatsoever, without the prior written consent of the said Declarants, their heirs and legal representatives and assigns.

(5) No noxious or offensive trade shall be carried on upon said lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. It is expressly stated that no horses, cows, chickens or swine may be kept on said lot, and no animals or pets shall be kept on any of said lots at any time other than a normal number of normal household pets when

compared with the surrounding community. It is further expressly stated that no wrecked, unusable or deteriorated vehicles or boats, or scrap wood or lumber or scrap metal and useless personal property shall be allowed to remain on said lots at any time. The intention and purpose of the covenant is to assure a neat appearance to the neighborhood and to prevent an unsightly condition to exist.

(6) No basement, tent, shack, garage, barn or other out-building erected on said lot shall at any time be used as a residence, either permanently or temporarily, nor shall any residence of a temporary nature be permitted except as herein enumerated. House trailers, mobile homes and other similar trailers shall be permitted to be used as a residence temporarily until January 1, 1966. Thereafter no trailer, mobile home or similar trailer or other structure shall be moved on said lot unless it shall conform with and be in the harmony with the existing structures in the subdivision.

(7) No structure shall be used as a residence, either permanently or temporarily, on said lot unless such structure is connected with a septic tank system approved by appropriate authorities or to an established sanitary sewer system.

(8) Easements for all utilities purposes, including the installation and maintenance of utilities of any nature, and full rights of access, and ingress and egress for purposes of installation and maintenance thereof, are expressly reserved to the said Declarants, their heirs and legal representatives and assigns, for all such areas as are shown on the said map above mentioned, together with easement rights of the same nature over and across the strips of land indicated as reserved on said plat.

(9) The boat basin to be built and maintained by the Declarants connecting with Pamlico Sound shall be for the exclusive use of the lot owners and the Declarants, their heirs, legal representatives and assigns, so long as it is maintained by the Declarants. The Declarants covenant with the lot owners that said boat basin will at no time be open to the public.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from date, after which time said covenants shall be automatically extended for successive periods of five years each unless an instrument signed by a majority of the number of the then owners of the lots has been executed and recorded agreeing to change, modify or rescind said covenants in whole or in part.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to retain violation or to recover damages.

The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said Karl H. W. Baarslag and wife, Esther J. Baarslag have hereunto set their hands and seals, this 23<sup>RD</sup> day of September, 1964.

*Karl H. W. Baarslag* (SEAL)  
Karl H. W. Baarslag  
*Esther J. Baarslag* (SEAL)  
Esther J. Baarslag

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

I, the undersigned notary public, for said county and state do hereby certify that Karl H. W. Baarslag and wife, Esther

*Handwritten signature and date*  
DATE 28 Sept 1964

ERBY, WELLS & SHAM  
ATTORNEYS AT LAW  
BETHESDA, M.D.