

NORTH CAROLINA

PERQUIMANS COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

COASTLAND CORP., owner of the property situated in Bethel Township, Perquimans County, North Carolina, known as Holiday Island, hereby declares that the limitations and restrictions set forth herein shall be binding upon Section L as described and delineated on plat recorded in the Perquimans County Registry in Plat Book 4, page 265. Coastland Corp. is hereby designated as "Owner".

If any person subsequently acquiring title to or possession of any lot or lots within said subdivision, or his or her heirs or assigns, shall violate any of the restrictions hereinafter 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 wise affect any of the other provisions, which shall remain in full force and effect.

1. Residential Use. Except as may be agreed upon in writing by Owner, all lots shall be used for residential purposes only, with no structures erected or maintained on any lot other than a private single-family residence and a private garage for the sole use of the lot owner or occupant. No original lot or group of lots may be re-subdivided without the written consent of the Owner.

2. Type, Size and Construction. Any dwelling erected, placed or altered on any lot in the subdivision must be approved in writing by the Architectural Control Committee prior to construction. Such approval will be made upon submission of satisfactory plans, specifications and a grid map showing location of the structure on the lot. Any structure must conform to the following minimum standards:

(a) Any residence erected on any lot in this subdivision shall have a minimum floor living area of 760 square feet excluding garage and patio or terrace. The side or sides of any lot facing the street shall be

considered the front of any dwelling erected in this subdivision.

(b) All construction materials must be new.

(c) All residences must have private inside bathroom facilities and septic tanks which conform to the minimum requirements in accordance with the Public Health Laws.

(d) No wells shall be placed on any lot so long as the property is being supplied by public water.

(e) Fences, walls and hedges, if any, shall be of open construction not more than five feet in height and shall not extend in front of the dwelling line. Any fences to extend beyond the front dwelling lines must be approved by the Architectural Control Committee.

(f) All structures shall be completed on the exterior within six (6) months from start of the construction.

(g) No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuildings shall be occupied or stored on any residential lot either temporarily or permanently.

(h) No structure shall be moved on any lot unless it shall conform with and be in compliance with the existing conditions set forth herein.

3. Setback Restrictions. No building shall be erected or maintained on any lot closer than 25 feet from the front lot line, nor closer than 10 feet from back or side lot lines. No building shall be erected or maintained on any Sound front or canal front lot closer than 40 feet to water line. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of a building.

4. Nuisances. No nuisance or offensive, noisy, or illegal activity shall be done, suffered, or permitted upon any lot; and no part of any lot shall be used or occupied injuriously to affect the use or value of the adjoining premises for residence purposes or the neighborhood wherein said premises are situated. No outdoor toilet facilities or privies shall be permitted. Outside garbage and trash accumulations shall be maintained in closed, sturdy containers as inconspicuously as possible and they shall be emptied regularly. No signs or advertising posters shall be permitted on any lot, except signs identifying the owner or occupant of the property or signs used by a builder to advertise the property during construction period. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained on any lot. No junk, wreck, or inoperative automobile, truck, bus or boat shall be permitted to remain on the property, nor shall other unsightly materials be stored thereon. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent the accumulation of rubbish and debris on the premises.

5. Mobile Homes. Mobile homes (house trailers) are permitted to be placed only on lots within a Section of the

recorded plat which indicates that house trailers are permitted. Minimum size permitted for house trailers is 30 feet long by 10 feet wide. All house trailers must be skirted around the bottom or placed on a solid foundation. House trailers must be placed at right angle to front street line or not greater than a 20° angle from either side lot line. Setback restrictions for house trailers to be same as for houses as mentioned above.

6. Easements. Easements are reserved along and within 5 feet of all rear and side lines and within 10 feet of all lot lines for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electricity, telephone service, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees 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 some portion of lots not within the 5 foot wide strip provided such lines do not hinder the construction and maintenance of buildings situated on any such lots.

7. Maintenance Assessment. In order to maintain and improve the Recreation Areas, Park, Club House and Swimming Pool, and all other recreational facilities, and to pay the administrative costs, labor and materials used for such purposes, commencing on the first day of May each succeeding year and thereafter, the Purchaser of each lot (or titleholder if title has been conveyed) shall pay \$36.00 to Coastland Corp., its designated successors or assigns, for the purpose set out. Annual payments shall be a lien on each lot and if not paid by June 1 of each calendar year, the Seller may enforce said lien as provided by law for sales under mortgages and deeds of trust. Purchaser by accepting a contract or deed for said lot shall thereupon become liable for \$36.00 which shall be a lien on said lot and enforceable under the same conditions as above provided. These annual payments are to continue as provided in the covenants, conditions and restrictions relating to Holiday Island of record in Perquimans County, North Carolina.

8. Architectural Control Committee.

(a) Shall consist of the President of the owner Corporation and two members appointed by its Board of Directors. A majority of said committee may at any time designate, in writing, a representative to act in its behalf.

(b) Any dwelling or structure erected, placed or altered on any lot in the subdivision must be approved or disapproved in writing by the Architectural Control Committee prior to constructions. The Architectural Control Committee shall consider, among other things, the quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finish grade elevation in approving or disapproving plans and specifications. The Committee may reject any plan that violates the provisions of these restrictions, or because the proposed structure being in too great a similarity to nearby existing structures, or for the reason that the structure is being improperly placed on the lot. A

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grid map showing location of the proposed structure on the lot must be submitted to the Committee along with plans and specifications.

(c) The Committee's approval or disapproval as required in these covenants shall be in writing, and in the event of the committee or its designated representative, failing to approve or disapprove within 30 days after plans and specifications have been submitted to it, or to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. Duration of Restrictions. These restrictions shall be binding on the land and all parties owning same or in possession thereof for a period of twenty years from the date hereof and shall be extended for successive periods of ten years thereafter unless prior to the expiration of any such ten year period an instrument signed by the owners of record of a majority of the lots in the subdivision has been recorded re-vo-king or modifying said restrictions.

IN WITNESS WHEREOF, Coastland Corp. has caused this instrument to be executed by its appropriate officers by authority of its Board of Directors, this 27th day of January, 1972.

COASTLAND CORP.

BY: [Signature]  
President



ATTEST  
[Signature]  
Asst. Secretary

~~NORTH CAROLINA~~ VIRGINIA  
~~XXXXXXXXXXXXXXXXXXXX~~ COUNTY CITY OF VIRGINIA BEACH

I, the undersigned notary public, do hereby certify that O. J. Frink, Jr. personally came before me this day and acknowledged that he is Asst. Secretary of Coastland Corp. and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself as its Asst. Secretary.

WITNESS my hand and notarial seal this 27th day of January, 19 72.

[Signature]  
Notary Public

My Comm. expires: 9/22/74



NORTH CAROLINA  
PERQUIMANS COUNTY

The foregoing or annexed certificate of \_\_\_\_\_  
Metta M. Cantrell, a notary public for  
City of Virginia/Beach, Virginia ~~County of North Carolina~~ is certified to  
be correct.

This 27 day of January, 19 72.

Julian C. Powell  
Register of Deeds

By \_\_\_\_\_  
Deputy

This instrument was presented for registration and recorded in the office of  
the Register of Deeds of Perquimans County, N. C., in DEED Book 64,  
Page 451. This 27 day of January, 1972, at 2:45 o'clock P. M.  
Julian C. Powell  
Register of Deeds.