

DECLARATION OF RESTRICTIONS

SECTION ONE, SAIL HAVEN

THIS DECLARATION, made this 30th day of November, 1976, by HUBERT E. ALLEN and wife, ANNE B. ALLEN, and A. REXFORD WILLIS, JR. and wife, PATTY S. WILLIS, herein referred to as "Declarant";

WHEREAS, Declarant is the owner of a subdivision of real property in Number Five (5) Township, Pamlico County, North Carolina, which is shown on the map entitled SECTION ONE, SAIL HAVEN, prepared by Edward B. Latham, R. L. S., dated June, 1976 and recorded in Map Book 8, page 7, Pamlico County Registry; and

WHEREAS, Declarant is about to sell and convey the lots shown on said map to be used for residential purposes and to develop the entire property into an integrated community enjoying pleasant residential and vacation living conditions, but before selling and conveying the residential lots Declarant, for the benefit and complement of all of the residential lots in the subdivision and in the light of their general plan or scheme of improvement desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions";

NOW, THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of the general plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions. Each lot owner shall have the right to enforce each Restriction.

1) TERM: These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1987. By accepting a deed to residential property subject to these Restrictions, the residential owners agree that after January 1, 1987 these Restrictions shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time after January 1, 1980, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such residential lots to make variations in the Restrictions as to details to suit varying circumstances or changed conditions, but not to make changes that would annul any material part hereof.

2) MUTUALITY OF BENEFIT AND OBLIGATION: The Restrictions and agreement set forth herein are made for the mutual

Drawn by:

BERNARD B. HOLLOWELL
ATTORNEY AT LAW
BAYBORO, N. C.

and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

3) LAND USE AND BUILDING TYPE: The only type of major structure which shall be constructed, altered, erected, placed or permitted to remain on any lot or portion of the above-described tract shall be one structure designed and use exclusively as a single-family dwelling and in addition, buildings which are incidental to and in keeping with the residential structure. A private garage may be constructed which may have an overhead story for servants' quarters or guest quarters.

4) BUILDING LINES: No residential structure may be placed, erected or constructed, altered or permitted to remain nearer than ten (10) feet to any side line, nor nearer than one hundred (100) feet from Morris Creek (where applicable), seventy (70) feet from the canal (where applicable), nor nearer than forty (40) feet to the closest edge of the right of way of any street or roadway.

5) DWELLING SIZE: Any single-family residential structure erected or placed upon any part, lot or portion of this tract shall contain not less than an aggregate of 1,300 square feet under roof, of which at least 1,000 square feet will be heated living space.

6) DWELLING QUALITY: All dwellings, garages and incidental outbuildings, erected upon any lot, part or portion of this tract described above shall be constructed of material of good grade, quality and appearance and all construction shall be performed in a good and workmanlike manner and must at least meet the then current minimum requirements of the Federal Housing Administration.

7) SEWAGE DISPOSAL: No privies shall be allowed on any of said lots after basic construction.

8) NUISANCES: No noxious or offensive trade or activity shall be carried on upon any part or portion of this tract nor shall anything be done thereon which may be or become a nuisance or annoyance. No commercial venture of any type or character shall be carried upon this property. No truck or commercial vehicle in excess of a one-ton load capacity shall be parked or permitted to remain on any lot or parcel of land except during construction, delivery or other temporary parking.

9) SIZE OF LOTS: No part or portion of said lots shall be held, sold or conveyed as a lot, estate or tract which shall contain less than 20,000 square feet.

10) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot, part or portion

of these tracts at any time as a residence, either temporarily or permanently.

11) LIVESTOCK, POULTRY AND OTHER ANIMALS: No wild animals, livestock, or poultry of any kind shall be raised, bred or kept on any part or portion of this tract. This restriction is not intended to prohibit the owners from maintaining dogs, cats and other household pets on this property provided they are not kept, bred or maintained for any commercial purposes.

12) GENERAL PROHIBITIONS AND REQUIREMENTS:

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivision:

- (a) Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, within twelve (12) months from commencement.
- (b) All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot. Concrete block material will not be used above the first floor level of any building.
- (c) No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.
- (d) Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery.
- (e) All lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.
- (f) Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
- (g) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot in the Subdivision.

14) EASEMENTS: Declarant reserves for themselves, their heirs and assigns, for purposes incident to their development of the real property, a ten-foot wide easement along each side of all road rights-of-way and a five-foot wide easement along all other property boundary lines for the purpose of installing, operating and maintaining utility lines and mains.

Declarant may charge to the owner of any lot the actual cost of its work in maintaining the appearance

of the lot where notice has been given to such owner by Declarant at least ten (10) days prior to the performance of such work at the Owner's address as shown on Declarant's records.

15) WATER AND SEWER SERVICE: Every owner of a lot in the Subdivision shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to receive and to pay charges for water and service when and if either becomes available to the Declarant or their designee.

16) Owners of Lots 1, 2, 3, 4, 5, 6 or 7 shall have all the rights and privileges granted in the permit to dig the Boat Canal which is recorded in Pamlico County Registry, and any purchaser of any lot shall in purchasing the same assume all the responsibilities of Declarant in respect thereto.

17) Owners of Lots 1, 2, 3, 4, 5, 6 and 7 may construct docks and moor watercraft in the boat canal parallel to the shoreline of their lot. No such dock, watercraft or other obstruction shall extend more than 12 feet into the boat canal.

18) REMEDIES: A. The Declarant or any property owner or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of Declarant or any property owner or an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of any violation or the occurrence of a different violation.

19) GRANTEE'S ACCEPTANCE: A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, their heirs or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to any recreational facility.

C. Each such grantee whose lots are adjacent to

BOOK 187 PAGE 615

available underground electrical service, if any, also agrees to complete the underground secondary electrical service to their respective residences.

20) SEVERABILITY: Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, unenforceability, or "running" quality of any other one of the Restrictions.

21) CAPTIONS: The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and one of them shall be used as an aid to the contraction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

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

Hubert E. Allen (SEAL)
Hubert E. Allen

Anne B. Allen (SEAL)
Anne B. Allen

A. Rexford Willis, Jr. (SEAL)
A. Rexford Willis, Jr.

Patty S. Willis (SEAL)
Patty S. Willis

NORTH CAROLINA
CRAVEN COUNTY

I, James M. Adams, a Notary Public in and for said county and state, certify that HUBERT E. ALLEN and wife, ANNE B. ALLEN, and A. REXFORD WILLIS, JR. and wife, PATTY S. WILLIS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this 10th day of December, 1976.

James M. Adams
Notary Public

My commission expires

My commission expires April 21, 1981

BOOK 187 PAGE 616

NORTH CAROLINA
PAMLICO COUNTY

The foregoing certificate of *Doris M. Adams*
a Notary Public of Craven County, North Carolina, is certified
to be correct. This instrument was presented for registration
and recorded in this office in Book 187 at page 611.

This 9 day of *December*, 1976, at 10:00
o'clock *am*.

Doris M. Adams
Register of Deeds