

NORTH CAROLINA
DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this day of November, 1984, by GOOSE WING, INC., hereinafter called "Declarant":

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property known as Wright Woods, Lots 1 through , as shown on map or plat prepared by Quible & Associates, Inc., of Nags Head, North Carolina, dated the day of 19 , and recorded in Plat Cabinet , at Slides Dare County Registry; and,

WHEREAS, Declarant intends 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 aforescribed plat; and,

WHEREAS, it is the purpose of the Declarant to declare and publish the covenants and restrictions which shall apply to the lands shown on the aforescribed plat.

THE COVENANTS, RESTRICTIONS AND DECLARATIONS ARE AS FOLLOWS:

1. PERMITTED USES. All lots and lands shall be used exclusively for residential purposes. A building may be erected, altered or used for any of the purposes set forth in this Article and no other:
 - (a) a single-family dwelling and if desired, a private garage (interior lots);
 - (b) a duplex dwelling and, if desired, a private garage (creek front lots only);
 - (c) other accessory buildings or structures customarily incidental to residential use and conforming to the provisions of Article 6;

However, 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 whatsoever, or for the conducting of any business; hotels, motels, rooming houses and boarding houses are specifically forbidden.

2. BUILDING STANDARDS. No more than one residential building, whether single-family or two-family, shall be erected on any one lot.
 - (a) No single-family detached residence shall be erected on any lot unless it has a livable floor area, excluding porch, garage, sundeck, and patio or terrace, of at least 1,100 square feet.
 - (b) No multi-family residence shall be erected unless it has a livable floor area of at least 1,100 square feet for each family.
 - (c) Building area of a single-family or multi-family residence including all accessory structures, shall not exceed 30% of the lot area.
 - (d) The first floor elevation of any building constructed on pilings may at no point be greater than nine (9) feet above grade. Exposed pilings shall be enclosed on all sides by slats not exceeding four (4) inches in width spaced equal to the width of the slat.
 - (e) No building shall exceed three (3) stories with a maximum height of thirty-five (35) feet for living space and forty-two (42) feet maximum for roof height.
 - (f) Any building erected on said premises shall be built on a solid foundation. In lieu of a solid foundation, the building may be erected on pilings provided that the exterior building material is used and extended from the floor level of such building to the ground and with the same type of material. The

exterior must be of the same type from the roof line of the cottage or building to the ground and no lattice work enclosures are permitted. Any piling construction shall in accordance with the foregoing completely enclose from outside view such piling or other support.

3. BUILDING SETBACK LINE. No building shall be constructed closer to the front property line than the building setback line set forth and marked on the aforesaid map or plat but in no event closer than thirty (30) feet from the front lot line, nor closer than ten (10) feet from the side lot line.

The lots running more than one street shall have fifteen (15) feet setback on the street line opposit the sideline.

If a person desires to combine more than one lot for a single building site, shall then use the side setback lines for the two or more lots combined into one building site.

4. RESUBDIVISION. Under no circumstances may a lot be resubdivided for the purpose of creating an additional lot. There may be added to or combined with any lot, however, as shown on the recorded plat, all or a portion of another lot or lots to produce a larger building site and the side lot lines and utility and drainage easements referred to herein shall apply to the outside perimeter of the combined lots. No lot or any portion thereof may be used for access to and from properties adjoining the subdivision but not a part thereof.

5. ACCESSORY BUILDINGS AND STRUCTURES. Accessory buildings and/or structures shall be in keeping with the architecture of the main building.

A private garage may be erected within or as a part of the main building or may be attached to the main building by means of a permanent roof, and said garage shall not be considered as accessory building. Unless a private garage is so connected to the main building it shall be considered an accessory building and shall conform to the requirements for accessory buildings.

6. SIGNS. No commercial signs, billboards, or advertising structures of any nature whatsoever shall be erected or maintained on any lot except for the following:
 - (a) Signs used by the developer advertising the property during the sale period;
 - (b) Signs announcing the name of the subdivision at street entrances;
 - (c) Temporary real estate signs, not exceeding six (6) square feet in area advertising the sale or rental of the premises provided such signs shall not be less than fifteen (15) feet from any street or lot line and shall be promptly removed when the property has been sold or rented;
 - (d) Temporary signs not exceeding six (6) square feet in area advertising the contractor or other professional person or organization engaged in the construction, alteration, or remodeling of any building provided such sign shall be limited to one for each organization involved, and shall not be less than fifteen (15) feet from any street or lot line, and shall be removed within thirty (30) days after completion of the contract.

7. NUISANCES.

- (a) Each improved lot, and all improvements thereon, shall be maintained in a suitable state of order and repair, including but not limited to, mowing of lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements.

In the event of destruction by fire or other casualty, premises are to be cleared and debris removed within sixty (60) days of such casualty.

- (b) 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.
- (c) All service utilities, fuel tanks, woodpiles, trash and garbage accumulation are to be enclosed within a fence, wall or rack in order to avoid the same from causing an unsightly view from any highway, street, or other residence within the subdivision.
- (d) No junk, wrecks or inoperative or unlicensed automobiles, truck, bus or boat shall be permitted to remain on the property nor shall unsightly material be stored thereon. Nothing herein shall be construed to prohibit the storage of such vehicle or vehicles inside a private garage located on the premises. Owners of lots, whether occupied or unoccupied shall at all times keep and maintain their property in an orderly manner and prevent the accumulation of rubbish and debris upon the premises.
- (e) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept and shall be confined to the owner's lot.

8. WATER, SEWAGE AND DRAINAGE. 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. No outside toilets will be permitted under any circumstances.

Property line drainage ditches running along the outer perimeter of the subdivision shall not be obstructed, filled, altered or interfered with in any way; this prohibition also applies to drainage ditches or swales excavated along side lot lines.

Any driveway lying within any street right-of-way and crossing a drainage ditch shall have installed a drainage pipe or culvert complying with State of North Carolina Department of Transportation standards.

9. UTILITY AND DRAINAGE EASEMENT. There is a ten (10) foot utility and drainage easement outside the street right-of-way lines, except that on the south line of the property adjoining the Park Service said easement is twenty (20) feet in width, all side lot lines, and all rear lot lines for the purpose of installing electricity, telephone, cable TV, water, and other utilities to the lands being developed and/or for the purpose of constructing drainage ditches or swales. All utility connections must be installed underground and at the expense of the individual property owner.

10. TEMPORARY STRUCTURES. No structure of a temporary character, including but not limited to trailers 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 a residence upon the said lot or lands. No temporary structures 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. Use of the lots for mobile or modular homes is specifically prohibited.

11. ARCHITECTURAL CONTROL. No residence, improvements or alterations to said residence shall be constructed or started until the proposed building plans, specifications, and lot plat (showing the proposed location of such building or structure, drive and parking areas) have been approved in writing by the Declarant, its successors and assigns. Refusal of approval of plans, location, or specifications

may be based upon any grounds including purely aesthetic considerations, harmony of external design, or location in relation to surrounding structure and topography. In the event that the Declarant or its designated representatives fail to approve or disapprove said plans and specifications within thirty (30) days after receipt of a written request, then such approval shall not be required. In no event will the Declarant's approval be unreasonably withheld.

12. PROPERTY OWNERS ASSOCIATION.

(a) Definitions.

- (1) "Association" shall mean and refer to Wright Woods Homeowners Association, Inc., its successors and assigns.
- (2) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (3) "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (4) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Ten (10) foot access easement from Bay Drive to Colington Creek.
- (5) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.
- (6) "Declarant" shall mean and refer to Goose Wing, Inc., its successors and assigns, if such successor or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

(b) Property Rights.

- (1) Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:
 - (i) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid;
 - (ii) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.
- (2) The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) on December 31, 1990.

(d) Covenant for Maintenance Assessments.

- (1) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot Owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title unless expressly assumed by the former title holder.
- (2) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.
- (3) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be thirty dollars (\$30.00) per lot.
 - (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than ten per cent (10%) above the maximum assessment for the previous year without a vote of the membership.
 - (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten per cent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
 - (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

- (4) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (5) Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- (6) Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.
- (7) Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due days shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.
- (8) Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- (9) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

13. ENFORCEMENT. Enforcement of these covenants, restrictions, and declarations may be by the Declarant, the Association 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. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.
14. DURATION AND BINDING EFFECT OF RESTRICTIONS. The covenants and restrictions of this Declaration shall run with the land and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-year period by an instrument signed by not less than fifty-one percent (51%) of the lot owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the lot owners. Any amendment must be recorded.
15. BUILDING STANDARDS. Construction of buildings above ground level.

IN TESTIMONY WHEREOF, the said GOOSE WING, INC. has caused this instrument to be executed in its name and behalf by its Vice President, and attested by its Assistant Secretary and its corporate seal affixed hereto, all as the act and deed of the said corporation by its authority duly and legally given, the day and year first above written.

(CORPORATE SEAL)

GOOSE WING, INC.

By: _____
Myron Barrett, Vice President

ATTEST:

Shirley O'Neal, Assistant Secretary

NORTH CAROLINA
DARE COUNTY

This ___ day of _____, 1984, before me, the undersigned Notary Public in and for the aforesaid State and County, personally came Myron Barrett who, being by me first duly sworn, says that he is Vice President of GOOSE WING INC. and that the seal affixed to the foregoing instrument in writing is the Corporate seal of the said Corporation, and that the said writing was signed and sealed by him on behalf of the said Corporation by its authority duly given, and he acknowledged the said writing to be the act and deed of the said Corporation. Witness my hand and notarial seal, this ___ day of _____, 1984.

(NOTARIAL SEAL)

Notary Public
My Commission expires: _____

NORTH CAROLINA
DARE COUNTY

The foregoing certificate of _____ is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR DARE COUNTY
By _____ Deputy/Assistant-Register of Deeds