

UNOFFICIAL DOCUMENT

NORTH CAROLINA  
CURRITUCK COUNTY

BOOK 105 PAGE 775

KNOW ALL MEN BY THESE PRESENTS:

That Carova Corporation, a corporation organized and existing under the laws of the State of North Carolina, hereinafter sometimes called Developer; does hereby covenant and agree to and with all other persons, firms, corporations, hereafter acquiring any property in Blocks 1 through 32 shown on that certain map prepared by Palmer L. Smith under date of April 4, 1967 entitled in part "Amended Plat Carova Beach Section 1 Currituck County, N.C. April 4, 1967 property of Carova Corporation Portsmouth, Va.", said property being now owned by Carova Corporation, that said property shall be hereby subjected to the following restrictions as to the use thereof running with said properties by whomsoever owned, to wit:

FIRST: No lot shall be used except for residential purposes. No buildings shall be erected or placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2½ stories in height and a private garage for not more than two cars.

SECOND: The design, materials, construction and location on each lot of any home, residence or other permitted building or buildings or the alteration or addition thereto, before the beginning of any work thereon, shall be submitted to the Developer for approval and its approval shall be a condition precedent to the beginning of work on such structure.

THIRD: The building line restrictions are shown on said plat, reference to which is hereby made, except that in addition to the building line as shown thereon, no building or structure, including porches shall be erected nearer than 20 feet to the front/side street line nor nearer than 10 feet to any interior side lot line, nor nearer than 30 feet to the rear lot line.

FOURTH: No trailer, tent, shack or other temporary building shall be erected or placed on any lot within the subdivision except with the expressed written approval of the Developer and all grants of such exceptions by written approval shall terminate immediately upon the State of North Carolina constructing and taking over the maintenance of a public road leading into said subdivision.

FIFTH: No dwelling shall be constructed on any one building site in Section 1, Blocks 1, 2, 3 and 4 containing less than 1,000 square feet of livable floor space and no dwelling shall be constructed on any one building site in Section 1, Blocks 5 through 29 inclusive, containing less than 800 square feet of livable floor space. There shall be excluded from the above calculation all wall space, garages, breeze-ways, unfinished attics and porches even though the breeze-way and porches are enclosed.

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SIXTH: No lot in said subdivision shall be resubdivided or divided so as to form a lot having less than the dimensions of the original lot, but it is contemplated that Purchasers may purchase one or more lots or portions thereof provided such lot so assembled shall not be of less dimension than either of the original lots forming a part thereof.

SEVENTH: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent or signs used by the Developer to advertise the property during the construction and sale period.

EIGHTH: 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 provided they are not kept, bred or maintained for any commercial purpose.

NINTH: No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other wastes shall be kept in sanitary containers and all incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

TENTH: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ELEVENTH: No outside toilet shall be erected on said property and all toilets shall be connected with an approved sanitary sewerage system.

TWELFTH: No jetty or fence of any type shall be erected or placed upon said lot except with the prior written approval of Developer.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for and up to June 1, 1987, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has then been recorded agreeing to change said covenants in whole or in part.

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

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.

Nothing herein is to be construed to cover sites on Blocks A through H.

IN WITNESS WHEREOF Carova Corporation has caused these presents to be signed in its corporate name by its President, duly attested by its Secretary

and its corporate seal all hereto affixed all by authority duly heretofore given.

CAROVA CORPORATION

BY [Signature]  
President

Attest  
[Signature]  
Secretary

STATE OF VIRGINIA  
COUNTY OF [Signature]

This is to certify that on the 28th day of April, 1967, before me personally came [Signature], with whom I am personally acquainted, who being by me duly sworn, says that [Signature] is the President and that he, the said [Signature], is the Secretary of Carova Corporation, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal addixed to the foregoing instrument is said common seal and the name of the corporation was subscribed thereto by the said President, and that said President and Secretary subscribed their names thereto and said common seal was affixed all by order of the Board of Directors of said corporation and that the said instrument is the act and deed of said corporation.

Witness my hand and notarial seal this 28th day of April, 1967.

[Signature]  
Notary Public

My commission expires: April 19, 1971  
Drawn By: J. Kenyon Wilson, Jr.

NORTH CAROLINA  
CURRITUCK COUNTY

The foregoing certificate of Anna C. Ennis, a Notary Public, attested by her notarial seal is adjudged to be correct, in due form and according to law. Let the instrument with the certificate be registered.

This 8 day of May, 1967.

[Signature]  
Clerk Superior Court

FILED FOR REGISTRATION ON THE 8 DAY OF May, 1967 AT 3:15 O'CLOCK P.M. [Signature] REGISTER OF DEEDS

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