



**Colington  
Harbour**

**Restrictive Covenants**

AMENDED 2001

DECLARATION  
OF  
PROTECTIVE COVENANTS AND AGREEMENTS

THIS DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS, made this 12th day of July, 1968, by COLONY DEVELOPERS, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called Developer, and as amended by the owners of two-thirds of the original lots as certified by Linda Sharp, Certified Public Accountant, this 3rd day of August 1992;

WITNESSETH

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, Developer will incorporate or cause to be incorporated under the laws of the State of North Carolina, as a non-profit corporation, The Colington Harbour Association, for the purpose of exercising the powers and functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I  
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Colington Harbour Association.
- (b) "The Properties" shall mean and refer to all lands described herein and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties," shall mean and refer to those areas of land shown on any recorded subdivision map of the Properties and designated thereon as common properties and intended to be devoted to the common use and enjoyment of the owners of The Properties and specifically including the lands designated as or owned by The Colington Harbour Association.

(s) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot, whether such ownership be in fee simple title or as land contract vendee, and shall not mean or refer to a mortgage.

(f) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section I hereof.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION:**  
**ADDITIONS THERETO**

**Section 1. Existing Property.** The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located on Colington Island, Atlantic Township, Dare County, North Carolina, and is more particularly described as follows:

Included are all of the sections in plats of Colington Harbour as prepared by Quible & Charlton, Registered Engineers and Certified Land Surveyors No. L1157, and filed in the Public Registry of Dare County, North Carolina at various times. Certain lots in Sections J, K and Q have been excepted from these restrictions.

**Section 2. Additional lands may become subject to this Declaration as follows:**

(a) The Developer, its successors and assigns, at any time prior to December 31, 1978, shall have the right to bring additional lands into the scheme of this Declaration. Such proposed additions if made shall become subject to assessment for their just share of Association expenses. The Common Properties within all such additions shall be devoted to the common use and enjoyment of all owners of properties which are subject to this Declaration. The Developer's rights to bring additional lands into the Declaration shall not be held to bind the Developer, its successors or assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the lands described herein or additional lands. The additions authorized under this and the succeeding sub-sections shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration of such property. Such Supplementary Declarations may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration revoke the Covenants established by this Declaration on the properties described herein.

(b) Other additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to

the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration within the Existing Property except as hereinafter provided.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

#### Section 1. Membership

(a) Every person or entity who purchases an equitable interest or an undivided equitable interest in any original lot whether as land contract vendee or fee holder being subject to these covenants and to assessment by the Association shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

(b) Persons not holding an interest in any lot may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.

#### Section 2. Voting Rights

The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership in Article III in Section III in Section 1 (a) above. When more than one person holds such interest or interests in any original lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any such Original Lot.

### ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

#### Section 1. Members' Easements of Enjoyment

Subject to the provisions of Article IV in Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Original Lot.

#### Section 2. Title to Common Properties.

The developer may retain the legal title to the Common Properties until such time as, in the opinion of the Developer, the Association is able to maintain the same and to meet any existing obligations which may be a lien thereon, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than January 1, 1978. At the time of such conveyance title to land and improvements, if

any, shall pass to the Association subject to such encumbrances as may have been placed upon said properties for purposes of the Association. Properties designated as Common Properties are for the mutual enjoyment of property owners of the subdivision known as Colington Harbour and said rights are subject to the terms and conditions of this Declaration.

### Section 3. Extent of Members' Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to encumber said properties. The members' rights and easements in the Common Properties shall be subordinate to any deed of trust given by the Developer or Association as security for funds borrowed for the said improvements. Any indebtedness which shall be created for the purpose of making improvements to the Common Properties shall be an obligation of the Association. In the event of a default upon any such indebtedness, the holders of the notes or the trustee under the deed of trust shall have all the rights afforded under the deed of trust or security agreement and under the laws of the State of North Carolina, including the right after taking possession of The Properties, to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary to open the enjoyment of such properties to a wider public. If the mortgage indebtedness is satisfied and possession of the Properties returned to the Association, all rights of the members hereunder shall be restored; and

(b) The right of the Association to take such steps as are reasonable necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, in addition to Membership Fees.

## ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

### Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each subsequent owner, as provided in Article III, Section 1 herein, by acceptance of a conveyance for a lot within the subdivision, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, 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 such interest thereon and cost of collection thereof as hereinafter provided, 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 such interest thereon and cost of collection thereof as hereinafter provided, in Section 9 of this Ar-

ticle, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

#### Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Amount of annual assessments amended March 17, 1990 is changed to read as follows:

An annual assessment of \$130.00 per lot shall be levied effective May 1, 1990 on the owners of such lots. The Board may, after consideration of current costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

#### Section 4. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the affirmative of two-thirds ( $\frac{2}{3}$ ) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

#### Section 5. Change in Basis and Maximum of Annual Assessments.

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof, prospectively for any such period provided that any such changes shall have the assent of two-thirds ( $\frac{2}{3}$ ) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2, hereof.

#### Section 6. Quorum for any Action Authorized Under Sections 4 and 5.

The Quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty (60) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such

subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceeding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments Due Dates.**

The annual assessments provided for herein shall commence on the first day of May, 1967. The assessment for each succeeding year shall become due and payable on the first day of May each year. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any property which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

**Section 8. Duties of the Board of Directors.**

The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 9. Effect of Non-Payment of Assessment:**

**The Personal Obligation of the Owner; The Lien; Remedies of Association.** If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, a penalty fee not to exceed \$2.00 shall be added thereto and from that date interest at the rate of six percent (6%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing Complaint in such action and in the event that Judgment is obtained, such Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action. The Developer and/or Association shall establish a registered office where a determination may be made of the amount of any unpaid fees and charges hereunder and the failure so to do within ten (10) years from the date of this instrument shall terminate the obligation, if any, of the purchaser for value of a lot in said subdivision from being encumbered by such delinquent fee.

**Section 10. Subordination of the Lien to Mortgages.**

The lien of the assessments provided for herein shall be subordinate to the lien

of any mortgage or mortgages now hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

#### Section 11. Exempt Property

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

### ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

#### Section 1. Review by Committee.

No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board or its designated committee fail to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article shall be deemed to have been fully complied with.

### ARTICLE VII BUILDING AND USE LIMITATIONS

Section 1. All lots in the Properties, other than those lots excepted from Section J, K and Q, described in Article II, Section 1, hereof, of Colington Harbour shall be limited to residential use. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one or two family dwelling and private garages or out-buildings incidental thereto. All dwellings must have a minimum enclosed living area of 720 square feet exclusive of open porches or attached garages. All structures shall be completed on the exterior within six (6) months from start of construction. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other out-building shall be occupied or stored on any residential lot either temporarily or permanently. No resident structure shall be located nearer than 25 feet to the front property line, nor nearer to the roadway than



the set back line which is indicated on the recorded plat. No residence structure shall be located nearer than 8 feet from any side lot line. No sign or any kind of advertising device shall be displayed to the public view on any residential lot except one sign of not more than one (1) foot square with name and address of owner, other than signs used by a builder to advertise a new home previously unoccupied.\*

Section 2. No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets provided that they shall not be so maintained for commercial purpose.

Trash, garbage or any other waste material shall be kept in sanitary containers or incinerators. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All structures intended for occupancy must be equipped with plumbing facilities. All sanitary plumbing, and disposal of waste, shall conform with the minimum requirements and be approved by the Health Department of Dare County, North Carolina. No wells shall be placed on said properties so long as the property is being supplied by public water by Colony Water Company, Inc.

\*Article VII, Section 1 as it applies to sections W and X provides for a minimum enclosed living area of 500 square feet and specifically permits mobile homes.

Section 3. Easements. Easements are reserved unto the Developer for the purpose of conveying to public utility companies the necessary easements for utilities along and within 10 feet of the front line, rear line and side lines of all original lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side, rear and front property lines in cases of fractional lots. The person owning more than one lot may build on such lot line and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation or use of this easement for one of the foregoing purposes.

It shall not be considered a violation of the provision of easement if wires or cables carried by such pole lines pass over some portion of said properties not within the ten foot wide easement as long as such lines do not hinder the construction of buildings on the property.

All buildings, trees, or other improvements now on said premises, or hereafter made or placed thereon shall be a part of the security for the performance of Declaration and may not be removed therefrom. Developer reserves the right to do grading, excavating, under brushing, tree cutting and trimming on the subject property including the right to disturb top soil where in Developer's opinion such work is advantageous for the improvement of this subdivision.

Section 4. No original lot or group of lots may be resubdivided without the written consent of the Developer.

Section 5. It is understood and agreed and represented by the Developer, and the deeds issued to purchasers from the Developer take subject to this representation, that, insofar as the lots which may be included in the sections herein brought under the general Declaration of Protective Covenants and Agreements, are situated or located upon a creek, lake, canal or other waterway, and a bulkhead has been or is being constructed thereupon by the Developer, that the maintenance of such

bulkhead structure and the lands fronting thereon is a liability of each individual lot owner and the declarant owner assumes no maintenance liability therefor.

Section 6. Variance. The purpose of the foregoing Building and Use Limitations being to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restriction upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners. Any reasonable changes, modification or addition to the foregoing shall be considered by the Developer and the Association and if so approved will then be submitted in writing to the abutting property owners and if so consented to in writing shall be recorded and when recorded shall be as binding as the original Covenants.

The foregoing Building and Use Limitations shall not apply to the Common Properties.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Duration. The covenants and restriction of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective heirs, successors and assigns, from the date this Declaration was originally recorded, but subject to the following changes recorded August 3, 1992 with an effective date of August 3, 1995. Subsequent changes to the covenants and restrictions shall not be made unless an instrument ratified by an affirmative vote, either in person or by proxy, by the then owners of a majority of the original lots has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damage, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

## **ADDENDUM**

**Revised March, 2000 – Covenant Change.** The ballots were collected and the required 1207 voted to change the following language of the Declaration of Restrictive Covenants, Article VIII, General Provisions, Section 1. Duration: Subsequent changes to the covenants and restrictions shall not be made unless approved by an affirmative vote, either in person or by proxy, by a MAJORITY OF THE THEN OWNERS OF AT LEAST 1,200 LOTS. Provided, however, that no such change shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action. Dwight Wheless has completed the property paperwork with Date county in recording the change it has been recorded, and the owners notified by mail, and become effective on 10 August 2000.

**Revised JUNE, 2001**

### **ARTICLE V – COVENANT FOR MAINTENANCE**

#### **ASSESSMENTS**

##### **SECTION 9**

###### **CHANGE 1**

The amount of the penalty fee and the interest rate for unpaid assessments as delineated in the second paragraph. Change the second paragraph to read "... a penalty fee of \$25.00 shall be added thereto and from that date, interest at a rate of one and one-half percent (1-1/2%) per month shall be added to the delinquent balance..."

###### **CHANGE 2**

**ADD:** A third paragraph to wit: "There shall be a fee of \$25.00 charges for a returned check. Such fee shall be in addition to the above delineated penalty charges."

### **ARTICLE VII – BUILDING AND USE LIMITATION**

#### **SECTION 1**

###### **CHANGE 1**

**ADD:** Wording at the end of the first sentence so the sentence reads: "...of Colington Harbour shall be limited to residential use *as zoned in Dare County.*" (change is italicized).

- **CHANGE 2**

In the second sentence, delete reference to two family dwelling". The second sentence would then read: "...on any residential lot other than one family dwelling and private garages or outbuildings incidental thereto."

- \* **CHANGE 3**

In the third sentence, the minimum enclosed living area of 720 square feet to 1,200 square feet.

- **CHANGE 4**

The eighth (last) sentence to read: "no sign, billboard, or advertising structure of any nature shall be placed on or be exhibited from any land or structure in the subdivision except: one (1) non-illuminated sign (a second sign on the canal/waterfront side of a structure or lot in the case of waterfront property) of not more than four (4) square feet (no side greater than two (2) linear feet on which the name of the occupant and/or address/phone number of the property is displayed, or (2) optional wording on such sign(s) containing the words 'For Rent' or 'For Sale' and information about or the logotype of the Broker, Owner or Builder of the lot or property. A sign shall be attached directly to the structure, if any, or on empty lots a sign may be attached to no more than two stakes with either bottom corner of the sign not more than eighteen (18) inches above ground level. No sign may contain moving parts. Freestanding signs shall conform to the more Restrictive Covenant or zoning building line setbacks and shall be placed parallel to the roadway and the waterfront bulkhead."

Covenants take effect October 20, 2001.