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NORTH CAROLINA  
DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

FILED  
RECORDS  
DARE COUNTY, N.C.

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this the 10th day of September, 1987, by DONALD LANG, unmarried, STEPHEN LANG, unmarried, and DAVID S. LANG, married to CAROL A. LANG, hereinafter called the Declarants:

W I T N E S S E T H:

WHEREAS, the Declarants are owners of a certain tract of real property located near the Village of Buxton, Hatteras Township, Dare County, North Carolina, as shown on that map or plat entitled "Flowers Ridge Subdivision" prepared by W. M. Meekins, Jr. & Associates, Surveyors, dated the 27th day of March, 1987 and recorded in Plat Cabinet C, Slide 32-C, Public Registry of Dare County, North Carolina; and Section Two of Flowers Ridge Subdivision.

WHEREAS, Declarants intend 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 aforesaid described plat;

WHEREAS, it is the purpose of the Declarants to declare and publish the covenants and restrictions which shall apply to the lands shown on the aforesaid described plat;

THEREFORE, the Declarants do hereby declare and make known and publish that the following covenants and restrictions shall run with the lands and lots shown on the plat hereinbefore described, and said covenants and restrictions shall be binding on all parties, entities, or persons purchasing real property shown on the aforesaid plat or their heirs or designees or any other person claiming under them. Invalidiation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

THE COVENANTS, RESTRICTIONS, AND DECLARATIONS ARE AS FOLLOWS:

1. That the fee simple title of the lanes and any private areas shown on the plat hereinabove designated as Flowers Ridge Subdivision is reserved for the use and benefit of the Declarants, their successors and assigns.
2. No lots shall be used or occupied for the manufacture or sale of any articles or for any commercial purpose of any kind or character whatsoever, or for the carrying on of any business, for a hotel, motel, rooming house, or boarding house.
3. (a) Lots shall be used exclusively for residential purposes and no more than one residence shall be erected on any of the lots, but when one owner acquires two or more adjoining lots or part of an adjoining lot then and in that event, the adjoining one or more lots or part of an adjoining lot may be used as one building site, in which event the side line easements referred to herein shall apply to the outside perimeter property line of the combined lots acquired by said property owner. No lot may be subdivided, and under no circumstances may a lot be resubdivided for the purpose of creating additional lots. Only single family residences

prepared by  
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Down & McCown  
steo, NC 27954

may be allowed on any single lot and no lots or parts of lots may be combined in such a manner as to create an additional building site.

(b) However, physicians or dentists should not be restricted from maintaining an office on the real estate: (1) when such office is maintained as a part of and included within the physical confines of the building; (2) when such office is not the principal place of business; and (3) when sufficient parking is provided for such use so as not to interfere with the ingress and egress to and from other properties within said subdivision.

(c) Except as provided in 3(b) no commercial or business activity of any kind may be conducted on any lot.

4. No structure of a temporary character, including, but not limited to, trailers of any kind, tents, shacks, barns, or other outbuildings shall be used or allowed on any lot.

5. No truck, trailer, or commercial vehicle of any kind shall be stored on the premises except four-wheel pickup trucks when used as family transports. No RV or camper shall be maintained on said premises for any living purposes whatsoever.

6. The ground floor of a single family residence, exclusive of porches and garages, shall be not less than 1100 square feet for a one-story dwelling, or 750 square feet for a dwelling of more than one story.

7. The exterior of any residence or other improvement or alteration must be completed within six (6) months of the commencement of construction of said residence, alteration or improvement in accordance with the construction plans and specifications.

8. No structures shall be used at any time either temporarily or permanently as a residence until the exterior is completed in accordance with Paragraph 7 above and all sanitary facilities are fully operative.

9. No sign of any kind shall be displayed on any lot except one (1) professional sign of not more than one (1) square foot and one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

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

11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or any household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. No mobile home, trailer, or double-wide may be placed upon said properties and used for a residential dwelling. All structures built upon said property shall conform and comply to the minimum standards of the North Carolina Building Code.

13. All wells and toilet and sewage units installed upon said property shall be in accord with the rules and regulations of the North Carolina Department of Health, and shall be located upon said lands in positions approved by the said Health Department. No outside toilets will be permitted under any circumstances.

14. All buildings, structures, and appurtenances shall be maintained in a suitable state of repair; and in the event of destruction by fire or other casualty, premises are to be cleared of debris within 90 days from date of such casualty.

15. Any grading of lots or changing of existing contours shall be accomplished with a minimum relocations of soil and sand and the destruction of trees and vegetation shall be limited to that required for the location of a house or appurtenance thereon. It is deemed and established that the ecology in the area of this subdivision is fragile and the likelihood of damage to any particular lot or adjoining lots by land disturbing activities is probable. Therefore, for the purpose of preserving the fragile ecology, the developers reserve the right to determine the location of a proposed single family residence on any lot, which said approval must comply with all requirements of these restrictive covenants as far as setbacks and the desires of the lot owner as to house location shall not be unreasonably denied. The Declarants represent that each lot is suitable for a single family residence to be located thereon meeting the requirements of this provision.

16. Hunting, trapping and the shooting of hand guns, guns and rifles of any kind within the subdivision is prohibited.

17. No boats or other water vessels may be stored on any lot except such boat or water vessel owned by and used as a part of the family of the occupant of the residence constructed upon said property.

18. The foregoing conditions, reservations, easements, and restrictions shall run with the land and be binding upon all purchasers of sites in said subdivision covered by these restrictions and upon all persons claiming under them until January 1, 2008, at which time the said conditions, reservations, easements and restrictions shall automatically be extended for further successive periods of 10 years each unless by vote of the then owners of record of a majority of the sites shown on said plats, it is agreed on or before such expiration dates, to change the said conditions, reservations, easements and restrictions, in whole or in part.

19. Enforcement of these covenants may be by the Declarants so long as they, or either of them, own at least one lot in the subdivision or by any owner in the subdivision, either for equitable restraint against the violation thereof, or at law for damages by virtue of such violation, and the invalidation of any one of the conditions and restrictions shall in no way affect any other of such provisions, all of which shall remain in full force and effect. The Association may likewise enforce any and all covenants.

20. Each owner of a lot qualifies as and is required to be a member of the Flowers Ridge Homeowners Association, a nonprofit corporation chartered under the laws of North Carolina. This Association shall collect from its members - lot owners - sufficient funds to maintain the roadways in the subdivision and such other common expenditures as the Association may determine are necessary and desirable within the subdivision. Right of lien for collection of said fees shall exist in the Association, in accordance with the General Statutes of North Carolina. Each owner shall pay the annual dues set by the Association at the time of closing their purchase of property in Flowers Ridge Subdivision.

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

Donald Lang (SEAL)  
DONALD LANG

Stephen Lang (SEAL)  
STEPHEN LANG

David S. Lang (SEAL)  
DAVID S. LANG

Carol A. Lang (SEAL)  
CAROL A. LANG

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STATE OF NORTH CAROLINA, COUNTY OF DARE

I, JANET GASKINS, a Notary Public in and for the aforesaid State and County, do hereby certify that Donald Lang, Stephen Lang, David S. Lang and Carol A. Lang personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 10 day of SEPT, 1987.



Janet Gaskins  
Notary Public

My Commission Expires: Oct. 22, 1990

NORTH CAROLINA, DARE COUNTY

The foregoing certificate of Janet Gaskins, a Notary Public of Dare County, North Carolina, 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.

Worris A. Gray REGISTER OF DEEDS FOR DARE COUNTY  
By \_\_\_\_\_ Deputy/Assistant Register of Deeds