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DARE COUNTY NC

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DORRIS H. FRY
Register of Deeds

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF NORTH CAROLINA
COUNTY OF DARE

Document # 17321
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KNOW ALL MEN BY THESE PRESENTS that this Declaration of Covenants, Conditions and Restrictions, made and entered into on this 17th of June, 1989, by STEPHEN J. HISSEY and DAVID S. HISSEY (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article One of this Declaration and desires to create thereon a residential community (the "Community") together with streets, roads, footways, access easements, and any other areas which might be designated by Declarant; and,

WHEREAS, Declarant desire to provide for the preservation of the values and amenities in the Community and, to this end, desires to subject the real property described in Article One to the covenants, conditions, restrictions, and easements, hereinafter set forth, each and all of which is, and are, for the benefit of said property and each owner of a portion thereof;

NOW, THEREFORE, the Declarant declares that the real property described in Article One is and shall be held, transferred, sold, conveyed and occupied subject to the terms and provisions of the covenants, conditions and restrictions, (sometimes referred to herein as "covenants and restrictions" or "this Declaration") as hereinafter set forth.

ARTICLE ONE

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration (the "Existing Property") is located in Dare County, North Carolina, and is more particularly described as follows:

All those lots known as and being Lots 1, 2, 3 and 4 of the subdivision "SERENITY RIDGE" shown on plat prepared by W. M. Meekins, Jr. & Assoc., Inc., Land Surveyors and Planners, said plat appearing of record in Plat Cabinet C at Slide 123E, in the office of the Register of Deeds of Dare County, North Carolina."

Section 2. Additions to Existing Property. Real property in addition to the Existing Property may hereafter become subject to this Declaration in the following manner:

(a) Additions in Accordance with a Master Plan of Development. The Declarant, its heirs, successors and assigns, shall have the right but not the obligation, to bring within the scheme and operation of this Declaration, additional properties, provided, however, that such additions shall be limited to lands which adjoin some portion of a previously platted and recorded plat of lands already subject to this Declaration.

The additions authorized under this and the succeeding subsection, shall be made by filing of record in the Dare County Register of Deeds office one or more Supplementary Declaration of Covenants, Conditions and Restrictions with respect to such additional property or properties which shall extend the operation and effect of this Declaration to such additional property or properties.

DWIGHT H. WHEELLESS
ATTORNEY AT LAW
1481 PROFESSIONAL CENTER
MANTEO, NORTH CAROLINA
27954

Any Supplemental Declaration(s) may contain such complementary additions and modifications of this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect and adapt to any difference in character of the added properties not inconsistent with the scheme of this Declaration. Supplemental Declarations may allow other properties to be added which are not restricted to single family residential buildings.

ARTICLE TWO
DEFINITIONS

Section 1. The following words, when used in this Declaration or any amended or supplemental Declaration (unless the context shall require otherwise), shall have the following meanings:

(a) The "Declarant" shall mean and refer to Stephen J. Hissey and David S. Hissey, and any person or entity who may be specifically assigned the rights and interests of the Declarant.

(b) "Dwelling Unit" shall mean and refer to any improved property intended for use and occupancy as a single family dwelling.

(c) "Living Area" shall mean and refer to those heated and/or air-conditioned areas within a Dwelling Unit which shall not include garages, carports, porches, patios, storage areas, breezeways, or terraces.

(d) "Lot" shall mean and refer to any unimproved parcel of land within The Properties which is intended for use as a site for a single family detached dwelling as shown upon any recorded subdivision map of any part of The Properties.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon The Properties, but notwithstanding any applicable theory of any lien or mortgage law, shall not mean or refer to any mortgagee or trust beneficiary unless and until such mortgagee or trust beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "The Properties" shall mean and refer to all the Existing Property set out in Section 1 of Article One and any additions thereto as are made subject to this Declaration by any Supplemental Declaration under the provisions of Article One of this Declaration.

ARTICLE THREE
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of, and be enforceable by any Owner, its and their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots and Dwelling Units 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 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, Certified Mail - Return Receipt Requested, to the last known address of the person who appears as Owner on the tax records of Dare County at the time of such mailing. Notice to any one of the Owners, if title to the Lot or Dwelling Unit is held by more than one, shall constitute notice to all Owners of a Lot or Dwelling Unit.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by an appropriate civil proceeding against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, or both. Any failure by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver to the right to do so thereafter.

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

ARTICLE FOUR

RESTRICTIONS ON USE AND RIGHTS OF THE OWNERS

(a) Permissible Uses. No lot shall be used except for residential purposes, and no building of any type shall be erected, altered, placed, or permitted to remain on any Lot other than a Dwelling Unit which shall comply with any applicable zoning regulations. When construction of any Dwelling Unit, structure, improvement, or addition thereto has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof.

(b) Division of Lots. Except as allowed by Declarant, no Lot shall be further divided, except that any two Owners may divide a lot between them if such Lot is adjacent to the Lots owned by each Owner and provided further that only one Dwelling Unit may be constructed on the Lot as subdivided and combined.

(c) Utilities and Easement. All utility lines of every type including but not limited to water, electricity, telephone, and television cables, running from the main trunk line of the service location to any Dwelling Unit must be underground if that type service is available. The Declarant reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric, telephone and cablevision systems, wires, cables, and conduits for the purpose of bringing public services to The Properties on, in or over (i) streets or roads shown on any recorded plat of The Properties, (ii) eight (8) feet along the lines of each Lot, provided further, that the Declarant may (but is not required to) cut, at its own expense, drainways for surface water wherever and whenever such action is required by applicable health or sanitation authorities in order to maintain reasonable standards of health, safety and appearance. In the event of any additions to The Properties, as provided in Article One, by the Declarant or others, the easements created hereby shall exist on and apply to the Lots in such additions to The Properties. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, take or add any soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation or to maintain reasonable standards of health, safety and appearance.

(d) Minimum Square Feet in Dwelling Unit. Each Dwelling Unit shall contain a minimum of 1,000 square feet of Living Area. Measurements shall be made to exterior walls.

(e) Temporary Structures. No structure of a temporary character shall be placed upon any portion of The Properties at any time, provided, however, that this prohibition shall not apply to shelters or huts used by contractors during the construction of a Dwelling Unit, or improvements or additions thereto, on any Lot. Temporary shelters, tents, recreational vehicles, trailers (whether attached or unattached to the realty) may not at any time be used as a temporary or permanent residence.

(f) Other Prohibitions.

(i) Down spouts and gutters must be so constructed as to not promote erosion of the soil of any Lot.

(ii) Exterior spotlighting shall be directed so as not to cast light directly on another Dwelling Unit.

(g) Garbage and Storage Receptacles. Except as required by any appropriate governmental authority, each Owner shall provide receptacles for garbage, and all other garbage receptacles, tools and equipment for use on the Lot of any Owner or otherwise shall be placed in a fenced area to shield same from general visibility from roads abutting the Lot. No fuel tanks or similar storage receptacles may be exposed to view and such fuel tanks or similar storage receptacles may be installed only within the Dwelling Unit or be buried underground.

(h) Debris. No leaves, trash, garbage or other similar debris shall be burned except as permitted by appropriate governmental authority. No garbage, trash, construction debris or other unsightly or offensive materials shall be placed upon any portion of The Properties, except as is temporary and incidental to the bona fide improvements of any portion of The Properties.

(i) Antennas. No antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Dwelling Unit, structure or any Lot or Common Properties within The Properties. This shall not apply to television antennas.

(j) Sewage Disposal. Prior to the occupancy of any Dwelling Unit located in The Properties, proper and suitable provisions shall be made by the Owner for the disposal of sewage by means of a septic tank or tanks constructed on the Lot. No sewage disposal system shall be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health or environmental authorities. Each septic tank and the nitrification (drain) field relating thereto shall be maintained in good condition so that its use and existence shall not constitute a nuisance to any other owner.

(k) Unsightly Conditions. It is the responsibility of each Owner to prevent any unclean, unsightly, or unkempt conditions of his Dwelling Unit or grounds on a Lot.

(l) No Offensive Activity or Fires. No noxious, offensive activity or excessive noise shall be carried on upon any portion of The Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner, tenant or guest thereof, in any portion of The Properties.

(m) Animals and Pets. Except as otherwise permitted herein, or in any amended Declaration, no plants, animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other Lots or Dwelling Units by any Owner, tenants and guests thereof, may be maintained. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or Dwelling Unit, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(n) Discharge of Firearms. Hunting and trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows within The Properties is prohibited unless required for public safety.

(o) Signage. No sign of any kind shall be displayed to the public view on any Lot or Dwelling Unit except one (1) sign with dimensions of not more than 18 inches by 24 inches advertising any Lot or Dwelling Unit for sale or rent or naming the Owner thereof.

(p) Driveways. All driveways should be constructed in such a way as to prevent erosion.

ARTICLE TEN

CAPTIONS, INTRODUCTIONS AND GENDER

The captions and introductory material herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereto. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter genders, and the use of the singular shall be deemed to refer to the plural, and the use of the plural shall be deemed to include the singular whenever the context so requires.

IN WITNESS whereof Declarant has hereto set his hand and seal the day and year first above written.

Stephen J. Hissey (SEAL)
Stephen J. Hissey

David S. Hissey (SEAL)
David S. Hissey

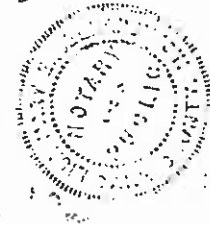
STATE OF NORTH CAROLINA
CITY/COUNTY OF DARE

I, Lisa Mary Engelhardt, a Notary Public in and for the aforesaid State and County, do hereby certify that STEPHEN J. HISSEY and DAVID S. HISSEY personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 17 day of June, 1989.

MY COMMISSION EXPIRES:
March 13, 1999

Lisa Mary Engelhardt
NOTARY PUBLIC



North Carolina
Dare County

The foregoing certificate of Lisa Mary Engelhardt
a Notary Public of Dare Co, NC
is certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and Page shown on the first page hereof.

DORRIS A. FRY, REGISTER OF DEEDS

By Kanzella M. Walcott Asst. Register of Deeds