



Prepared by and Return to John A. Mauney, 5108 N. Croatan Highway, Kitty Hawk, NC 27949

NORTH CAROLINA
DARE COUNTY

PROTECTIVE COVENANTS FOR
COLINGTON GLEN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that Sunset Investment Group, LLC, hereinafter referred to as "Developer", does hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring lots in the COLINGTON GLEN SUBDIVISION, as shown on that plat entitled "Colington Glen Subdivision", dated December 13, 2006, prepared by Albemarle & Associates, LTD, and recorded in Plat Cabinet 9, Slide(s) 361 & 362, in the office of the Register of Deeds of Dare County, North Carolina, shall be subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to wit:

1. All parcels shall be used for single-family residential purposes only.
2. No dwelling containing less than 1800 square feet of living area, exclusive of porches, exterior storage, and attached garages, shall be constructed or allowed to remain on said property. In determining "living space", the exterior walls of the building, exclusive of the garage area, will be used to compute living space.
3. No lot may be re-subdivided.
4. Any dwelling places on said lots within the subdivision shall be completed within twelve (12) months from the date construction is commenced.
5. A culvert under the driveway entrance must be installed when home construction begins.
6. A Homeowners Association shall be formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A of the General Statutes of North Carolina as an association of the Owners of Lots for the



purposes of enforcing the restrictive covenants, collecting assessments, and to maintain the common areas including the roads and streets which may belong to the community. A portion of the assessments will be used to maintain all of the roads and streets within the subdivision to those specifications required by the State of North Carolina to which they are built until such time as said roads and streets are taken over by the State of North Carolina.

7. Any modification or improvement to the resident lots shall at all times be in compliance with Section 22-58.1 ("Sand Dunes Provisions") and Section 22-58.2 ("Standards for Residential Construction Based on Lot Size") of the Dare County Zoning Ordinances.
8. All common areas shall be deeded to the Association when 75% of the lots within the development known as "Colington Glen" shall be sold to persons other than Developer.
9. Owners of each lot shall be assessed annually the sum of \$100.00 per lot owned. After consideration of maintenance costs and future needs of the Association, the Board of Directors may fix the actual assessment for any year at a higher or lesser amount, not to exceed 10% in any one year.
10. No nuisance or offensive, noisy or illegal activity shall be done, suffered or permitted upon said property. Outside garbage and trash accumulations shall be maintained in closed, sturdy containers as inconspicuously as possible and they shall be emptied regularly. No signs or advertising posters shall be permitted on any parcel, except signs identifying the owner or occupant of the property or signs used in advertising the property for sale.
11. Each lot owner shall keep his lot free of tall grass, dead trees, trash and rubbish, and shall properly maintain the lot so as to present a well-kept appearance. In the event any lot owner fails to properly maintain his lot as herein provided, the Developer may take appropriate action to maintain the lot and to bill the lot owner for such maintenance. In the absence of continued Developer participation, the vote of a majority of property owners may be utilized to retain the services of personnel to enforce the aforementioned maintenance obligation.
12. No mobile home, trailer, or double-wide mobile home of any type, kind or description shall be placed on or allowed to remain on any lot shown on the aforementioned plat. No temporary structures such as trailers, mobile homes, tents, or shacks shall be used as residences, either temporarily or permanently.
13. All telephone, electric and other utility lines in connection between the main utility lines and residence shall be concealed and located underground where possible, so as not to be visible. The Developer, for themselves and their successors and assigns, hereby reserve and retain a perpetual 10 foot easement, privilege and right for utility purposes on, under and through a strip of land along



shall be considered a part of a building. Fences that constitute substantial visual obstruction shall not be permitted forward of the rear line of the residence house.

15. Garages shall not be constructed past the front corner of the dwelling.
16. Metal sheds are not allowed.
17. Easements are reserved along and within 10 feet of all front and side property lines and 10 feet from all rear property lines for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electricity, telephone service, water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities, and for the trimming of any trees which may at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress, egress and regress from and across said premises to duly authorized maintenance personnel. In addition, easements are reserved along and with 10 feet of each front and side property line, and along and within 10 feet of each rear property line for the maintenance of drainage ditches and tile where necessary.
18. All buildings, structures and repair appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, said premises are to be cleared and debris removed within ninety (90) days of such casualty.
19. Cats, dogs and other household pets may be kept provided they are not kept, bred or maintained for any commercial or hunting purposes.
20. No commercial activity of any kind shall be done, suffered or permitted upon said property.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time the covenants shall automatically be extended for successive periods of ten (10) years. These Protective Covenants may be amended during the first twenty (20) year period by the Developer for the purpose of subjecting that residual property shown on the aforementioned plat to the full force and effect of these covenants. Such amendment shall become effective only by the recordation of said amendment in the office of the Register of Deeds of Dare County, North Carolina.

Any owner of the lots within said subdivision shall have the right to enforce these covenants and restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions whether such action is to restrain the violation of said covenant or restriction or to recover damages. Invalidation of any of these covenants by judgment or court shall in no way affect any of the other provisions and the other covenants shall remain in full force and effect.



IN TESTIMONY WHEREOF, Developer has hereunto set his hand and seal, this the 18th day of November, 2006.

SUNSET INVESTMENT GROUP, LLC

By: *George A. Miller*
George A. Miller, Member

NORTH CAROLINA
DARE COUNTY

I, a Notary Public of the County and State aforesaid, certify that George A. Miller, Member of Sunset Investment Group, LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial stamp or seal this 18th day of Dec, 2006.

STAMP/SEAL

Mary B. Rock
Notary Public

MY COMMISSION EXPIRES:

October 1, 2007



Unofficial Copy