

# Book 303, Page 182

## North Carolina, Pasquotank County

This declaration of restrictive covenants made this 25<sup>th</sup> day of September, 1968, by the Windfield Corporation, a North Carolina corporation, with its office and principal place of business in Elizabeth City, N.C., hereinafter called the "Declarant".

### WITNESSED:

**That whereas,** the Declarant is the owner of all the real property known as "Glen Cove" located in Salem Township, Pasquotank County, North Carolina, hereby declares that the limitations and restrictions set forth herein shall be binding upon "Glen Cove" sub-division as described and delineated on plats recorded or to be recorded, in the office of the Register of Deeds of Pasquotank County and upon all sections of "Glen Cove" hereinafter subdivided by Plat in which the Windfield Corporation is designated or is the owner thereof.

**That whereas,** the Declarant desires to subject all of said land owned by it to the following use restrictions and if any person subsequently acquiring title to or possession of any lot or lots within said sub-division, or his or her heirs or assigns shall violate any of the restrictions hereinafter set out, it shall be lawful for any person owning real property situated in said sub-division to institute legal proceedings against the person or persons violating any of said restrictions, and either to prevent him from so doing or recover damages for such violations or both. Invalidation of any of these covenants by judgement or court order shall remain in full force and affect.

- I. Residential Use, except as may be agreed upon in writing by owner, all lots shall be used for residential purposes only, with no structures erected or maintained on any lot other than a private residence and a private garage for the sole use of the owner or occupant.
- II. Design of Buildings, No buildings shall be placed upon a lot unless and until the plans or specifications and plot plan has been approved in writing by the owner. No approval will be granted unless in the judgement of the owner the plans submitted conform to the restrictions contained herein and to the prevailing standards of buildings situated in the sub-division.
- III. Minimum Size, No residential building shall be erected or maintained on any lot fronting the Pasquotank River, Milldam or Little Flatty Creeks or canals within said sub-division having a ground floor area less than 900 square feet including porches. No residential building shall be erected on any other lot having a ground floor area less than 800 square feet including porches.
- IV. Setback Restrictions, No building shall be erected or maintained on any lot closer than 30 feet from the front property line nor closer than 30 feet from the rear property line, nor

closer than 10 feet from the side property line, except on corner lots where the minimum setback is 20 feet from the side property line.

- V. Exteriors, Building exteriors must be of brick, frame, or block construction. Block exteriors and wood exteriors (unless made of cypress, juniper, red wood, or cedar) must be painted or stained, in a manner satisfactory to the owner. No metal roofs shall be used.
- VI. Nuisances, No nuisances or offensive, noisy or illegal activity shall be done, suffered, or permitted upon any lot; and no part of any lot shall be used or occupied injuriously to affect the use or value of the adjoining or adjacent premises for residence purposes or the neighborhood wherein said premises are situated. No outdoor toilet facilities or privies shall be permitted. Septic tanks, cess pools and the like shall be arranged and constructed in accordance with the public health laws. Outside garbage and trash accumulations shall be emptied regularly. No signs or advertising postures shall be permitted on any lot, except signs identifying the owner or occupant of the property. Or signs used by a builder to advertise the property during the construction period, except by permission of owner. No animals, livestock or poultry of any kind, other than household pets shall be kept or maintained on any lot. No junk, wreck, or inoperative automobile, truck or boat shall be permitted to remain on the property, nor shall other unsightly materials be stored thereon.
- VII. Trailers and Temporary Buildings, House trailers are permitted to be placed only on lots within a section the recorded plat of which indicates that house trailers are permitted. No other temporary building, tent or shack shall be erected or placed on any lot except such temporary buildings that maybe necessary for storage of materials or the convenience of workmen and owners during the erection of buildings. Once construction is started on any building, the exterior thereon must be completed within 6 months thereafter.
- VIII. Easements, Easements are reserved along and within 5 feet of all rear and sidelines and within 10 feet of all front lines. For the construction and perpetual maintenance of conduits, poles, wires and fixtures for electricity, telephone services, fire mains, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may threaten or interfere with the maintenance of such lines with right of ingress and egress from and across said premises to duly authorized maintenance personnel. This easement shall also extend along any owners side and rear property lines where fractional lots were owned. It shall not be considered a violation of the terms of this easement if wires or cables carried by pole lines pass over some portion of lots not within the 5 feet strip provided such lines do not hinder the construction and maintenance of buildings situated on any such lots.
- IX. Maintenance Assessment, The owner of any lot or lots shall pay to Glen Cove Property Owners Association Incorporated its designated successors or assigns the sum of \$20 per year on the first day of May of each year for the maintenance and improvement of Glen Cove and its appearance, sanitation, easements, recreational areas and parks. Annual

payments shall be a lien on each lot and if not paid by June 15<sup>th</sup> of each calendar year GCPOA, Inc. may enforce said liens as provided by law for sales, under mortgages and deeds of trusts. This annual assessment, however, does not guarantee use of recreational facilities which will be extended on an individual bases by Glen Cove Property Owners Association, Inc.. Its designated successors or assigns.

- X. Restrictions on Sale, No property within the sub-division shall be sold to any person that is not a member of the Glen Cove Property Owners Association without first giving the owner the privilege to purchase same at the same price as may in good faith be offered to other parties.
- XI. Duration of Restrictions, These restrictions shall be binding on the land all parties owning same or in possession thereof for a period of 20 years from the date hereof and shall be extended for successive periods of 10 years thereafter unless prior to the expiration of any such sub-division which has been recorded revoking or modifying said restrictions.