



Joyce W. Pritchard
JOYCE W. PRITCHARD, Pasquotank County, NC

NORTH CAROLINA
PASQUOTANK COUNTY

DECLARATION OF RESTRICTIVE COVENANTS FOR
PERKINS ESTATES – PHASE I

THIS DECLARATION, made the 4th day of August, 2011, by PERKINS LANE, LLC, hereinafter called Declarant:

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain lands situate in Nixonton Township, Pasquotank County, North Carolina, and shown and delineated on that certain map or plat entitled “FINAL PLAT OF PERKINS ESTATES – PHASE 1”, by Edward T. Hyman, Jr., Professional Land Surveyor, which map or plat is recorded in Map Book 54, Pages 15 through 19, in the Office of the Register of Deeds of Pasquotank County, reference to said map or plat being hereby made for a more complete description of the aforesaid property; and

WHEREAS, it is the desire of the Declarant to establish for the aforesaid property and to subject all of said property to certain protective covenants and use restrictions for the benefit of all of the owners of property within said subdivision;

NOW, THEREFORE, Declarant hereby covenants, declares and makes known that the lands shown and delineated on that certain map or plat hereinabove designated are hereby subjected to the following restrictions as to the use thereof, which said restrictions shall run with the said lands, by whomsoever owned, and shall be binding upon the successors in interest of the Declarant:

ONE: No tents, shack, garage, barn or outbuilding erected or situate upon the property shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted.

TWO: No house trailers or single or double-wide mobile homes or modular homes shall be permitted on any of the lots.

THREE: No livestock or domestic animals, except household pets, shall be kept or maintained upon any of the said lots, it being the intent and purpose of this provision to prohibit the keeping and quartering on the lots described above of horses, cows, cattle, ponies, goats, chickens, sheep or other animals commonly classified as domestic animals. Notwithstanding the foregoing, no more than four dogs shall be kept or maintained on the premises by a single residence.

FOUR: All lots in said subdivision shall be used for residential purposes only, except that a legitimate, non-offensive business may be operated within a residential structure so long as said structure is utilized primarily as a residence. No nuisance or offensive, noisy, noxious or illegal activity shall be carried on or suffered or permitted upon any of said lots nor shall anything be done upon any of said lots which shall be or may become an annoyance or nuisance to the surrounding neighborhood, and no portion of any lot shall be used or occupied so as to adversely affect the use or value of the adjoining premises for residential purposes or the neighborhood wherein the premises are located.

FIVE: None of the lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and all trash or garbage shall be kept in sanitary containers which shall be emptied regularly. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in the rear of the property, any wood piles, trash, garbage or rubbish accumulations are to be adequately screened so as to preclude view of the same from the road.

SIX: No junked, wrecked, or inoperative vehicle, truck, bus, van, trailer or boat shall be permitted to remain on any lot in this subdivision, nor shall any other unsightly materials be stored thereon. It is the purpose of this provision that there shall be no junked or wrecked cars or equipment parked or kept on any of the lots. Furthermore, it shall be the duty of any person or persons acquiring ownership of any of the lots from Declarant to prevent the accumulation of rubbish, trash and debris thereon and to cut down any excessive growth of weeds, brush or bramble thereon, including, but not limited to, properly maintaining all ditches and ditch banks within the boundary lines of each individual lot.

SEVEN: No main residential structure shall be constructed upon any of the aforesaid lots unless said structure contains at least 1000 square feet of living area, excluding the area contained in any finished room over the garage.

EIGHT: All construction and any alteration to original structures shall be completed within twelve months from the commencement of construction.

NINE: No dwelling shall be erected nearer than 35 feet from the front lot line, closer than 10 feet from the side lines, or closer than 30 feet from the rear lot lines for principal buildings, or closer than 10 feet from the rear lot lines for accessory buildings, notwithstanding the 25 foot minimum setback line delineated on the aforesaid plat.

TEN: All lots in said subdivision shall be subject to reasonable and necessary drainage and utility easements along the rear and side lines. An easement of 20 feet is hereby reserved for such drainage and utility easement purposes along the rear of the lots as shown on the aforesaid subdivision plats, and a 10 foot easement on the side line of each lot is hereby reserved for drainage and utilities.

ELEVEN: The exterior of any structure built on any lot shall be completed within six (6) months from the commencement of construction.

TWELVE: Within six (6) months after completion of a residential structure on any lot, the lot owner shall properly level and sow grass seed on the lot and shall place and maintain on the lot sufficient shrubbery to satisfy minimum landscaping requirements as called for by the Veteran's Administration and Federal Housing Association for Veteran's Administration or Federal Housing Association guaranteed loan approval.

THIRTEEN: All owners of lots shall at all times keep and maintain their property in an orderly manner and shall prevent the accumulation of rubbish, trash and debris thereon. All owners shall ensure that their property is mowed regularly (and in no event less than two times per year), and shall prevent any excessive growth of grass, weeds, brush or bramble thereon.

FOURTEEN: If the owner or owners of his or their agents, lessees, or assignees of any lot in this subdivision or the successors, heirs or assigns of such owner or owners or other persons in privity, shall violate any of the covenants and restrictions herein, it shall be the right of any lot owner to institute proceedings at law against the person or persons violating or attempting to violate any such covenants or restrictions for the purpose of preventing him or them from so doing, or to recover damages for such violation, or both.

FIFTEEN: PERKINS ESTATES PROPERTY OWNERS ASSOCIATION, INC.

A. FORMATION: A corporation named Perkins Estates Property Owners Association, Inc., has been or will be formed pursuant to the rules and requirements of the

Non-Profit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the Community Use Areas and facilities located upon the Community Use Areas; to enforce the restrictions contained herein; to make and enforce rules and regulations governing the Owners' use and occupation of Lots; and to assess and collect assessments levied by the Corporation as necessary for the ownership, management, maintenance and operation of the Community Use Areas and facilities located thereon and for the operation of the affairs of the Corporation as set out in the By-Laws of the Corporation.

B. MEMBERSHIP: Each Owner of each lot within the subdivision shall be a member of the Corporation. The Declarant, by this Declaration, and the Owners of individual lots by the acceptance of individual deeds thereto agree and covenant that they shall be a member of the Corporation and covenant and agree with respect to the Corporation;

1. That for so long as each is an Owner of a lot within the subdivisions, each will perform all acts necessary to remain in good and current standing as a member of the Corporation.

2. That each shall be subject to the rules and regulations of the Corporation with regard to ownership of a lot.

3. That any unpaid assessment, whether general or special, levied by the Corporation in accordance with these restrictions, the articles or the By-Laws shall be a lien upon the lot upon which assessment was levied, and shall be the personal obligation of the Owner of the lot at the time the assessment fell due.

4. Each membership in the Corporation shall relate to and have a unity of interest with an individual lot which may not be separated from ownership of said lot.

5. The Corporation shall have one class of members who shall be all Owners, including the Declarant herein. Each member shall be entitled to one vote for each lot owned, provided, however, when more than one person holds an interest in any lot, all such persons shall be members and, the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be the case with respect to any lot.

C. MANAGEMENT AND ADMINISTRATION: The management and administration of the affairs of the Community Use Areas of the Subdivision shall be the sole right and responsibility of the Corporation. The management shall be carried out in accordance with the terms and conditions of these Restrictions, the Articles and the By-Laws of the Corporation, but may be delegated or contracted to managers or management services.

D. COMMUNITY EXPENSES: The community expenses of the subdivision include:

1. All amounts expended by the Corporation in operating the affairs of the Corporation; operating, administering, managing, repairing, replacing and improving the Community Use Areas of the Subdivision; all amounts expended by the Corporation in insuring the Community Use Areas in the subdivision; all amounts expended by the Corporation in legal, insurance, engineering, or architectural fees; all similar fees which may be incurred by the Corporation from time to time in performing the functions delegated to the Corporation by these restrictions; and all amounts expended in any form by the Corporation in enforcing these restrictions, the Articles or the By-Laws.

2. All amounts expended by the Corporation in carrying out any duty or discretion as may be required or allowed by these restrictions, the articles or the By-Laws.

3. All amounts declared to be community expenses in the By-Laws or in these restrictions.

4. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Community Use Areas in the Subdivision.

D. ANNUAL GENERAL ASSESSMENT:

1. Each owner of the lands referred to in the description set forth hereinabove in Article I hereby covenants and agrees to pay to the Corporation annual general assessments or charges as hereinafter provided. Such assessments shall begin when a lot has been conveyed by the original developer, PERKINS LANE, L.L.C. The assent of each Owner to the covenant and agreement to pay such annual general assessments or charges is implied by acceptance of a Deed for any of said properties (whether or not it shall be expressed in such Deed). The annual general assessments, together with interests, costs and reasonable attorneys fees shall be a charge and lien on the land and, subject to the provisions of Paragraph F of this Article, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such lot. Provided, however, that the annual assessments or charges provided for herein shall apply only after said lots have been conveyed by Declarant to third persons, and Declarant shall not be obligated to pay annual assessments or charges on lots which have not been conveyed by it.

2. For the calendar year beginning January 1, 2012, the maximum annual general assessment allowed shall not exceed ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per lot.

a. For each calendar year, beginning January 1, 2013, the maximum annual general assessment may be increased each year, not more than ten percent (10%) above the assessment for the previous year, without any vote of the membership.

b. For each calendar year, beginning January 1, 2012, the maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year, provided the proposed increase is approved by a vote of two-thirds of the members who are voting in person or by a proxy at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual general assessment at an amount not in excess of the maximum.

d. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.

3. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4. The annual general assessments levied by the Corporation shall be used exclusively to improve, maintain and repair the Community Use or Open

Space Areas and Retention Ponds, to pay the expenses of the Corporation, to pay the cost of lighting the Community Use or Open Space Areas, to pay the cost of any insurance the Corporation determines to purchase and to promote the recreation, health, safety, and welfare of the members and to pay taxes levied upon the Community Use or Open Space Areas.

5. The Corporation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a lot is binding upon the Corporation as of the date of its issuance.

6. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

E. **SPECIAL ASSESSMENTS:** Special assessments may be levied against lots for such reasons as are provided in these restrictions, the articles or the by-laws and on such terms as provided by the Board of Directors or the members. Either the Board of Directors or the members may levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Community Expenses which exceed the general assessment fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against specific lots. In the event the Owner of a lot fails to comply with the provisions and requirements of this agreement, the Corporation may perform such required tasks or remedy such matter and levy the cost of such performance against the Owner of such lot as a special assessment.

F. **LIEN FOR ASSESSMENTS:** Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorney's fees shall constitute a lien against the lot upon which such assessment is levied. The Corporation may record notice of the same in the Office of the Clerk of Superior Court of Pasquotank County or file a suit to collect such delinquent assessments and charges. The Corporation may file Notice of *Lis Pendens*, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein.

G. **COMPLIANCE WITH THIS DECLARATION, THE ARTICLES AND THE BY-LAWS OF THE CORPORATION:** In the case of failure of a lot Owner to comply with the terms and provisions contained in this Declaration, the articles or the by-laws of the Corporation, the following relief shall be available:

1. The Corporation, an aggrieved lot Owner or Owners within the subdivision on behalf of the Corporation, or any lot Owner on behalf of all the lot Owners with the subdivision shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

2. The Corporation shall have the right to remedy the violation and assess the costs of remedying same against the offending lot owner as a special assessment.

3. If the violation is the nonpayment of any general or special assessment, the Corporation shall have the right to suspend the offending owner's voting rights and the use by such owner, his agents, employees and invitees of the Community Use Areas in the subdivision for any period during which an assessment against the lot remains unpaid.

4. The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law.

5. The failure of the Corporation or any person to enforce any restrictions contained in these restrictions, the article or the by-laws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

6. Prior to availing itself of the relief specified herein, the Corporation shall follow the hearing procedures as set forth in the by-laws.

H. PROPERTY RIGHTS OF LOT OWNERS, CROSS-EASEMENTS, AND EXCEPTIONS AND RESERVATIONS BY DECLARANT: Each owner of the lots referred to in the description set forth hereinabove in Article I shall have, as an appurtenance to such lot, a perpetual easement over and upon the Community Use and Open Space Areas of Perkins Estates. These Community Use and Open Space Areas and Ponds are comprised of the areas delineated as such as shown and delineated on the plat of Perkins Estates, including any signage. Owners shall have the right to use such Community Use and Open Space Areas for such purposes or uses to which such areas were intended as determined by their type, or for which such Community Use Areas are generally used. Such easements shall be non-exclusive and in conjunction with rights of others to use such areas, and shall be appurtenant to and pass with the title to each lot referred to in the description set forth hereinabove under Article I, subject to the following provisions:

1. The Corporation shall have the right to make reasonable rules and regulations respecting the use of same.

2. The Corporation shall have the right to suspend the voting rights of a lot Owner and his right to use the Community Use and Open Space Areas within the Subdivision for any period during which the due assessment against such Owner's lot remains unpaid as is provided by Article IX hereof, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

3. Easements and rights of way over and upon each lot for drainage and the installation and maintenance of utilities and services are reserved exclusively to Declarant for such purposes as Declarant may deem incident and appropriate to its overall development plan, such easements and rights of way being shown or noted on the aforesaid recorded plat of the subdivision, which plat is incorporated by reference and made a part hereof for a more particular description of such easements and rights of way. The easements and rights of way areas reserved by Declarant on each lot pursuant hereto shall be maintained continuously by the owner but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Improvements within such areas also shall be maintained by the respective owner except those for which a public authority or utility company is responsible.

4. The rights of the use of utility and service easements and rights-of-way areas as provided and defined herein for any type of cable transmission system is reserved exclusively to Declarant, and no other cable transmissions service company or organization shall be permitted to service any lot or combination of lots except with the expressed permission of Declarant.

SIXTEEN: The following covenants are intended to insure ongoing compliance with the State Stormwater Management Permit Number SW7060410, as issued by the Division of Water Quality under NCAC 2H.1000.

A. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.

B. These covenants are to run with the land and be binding on all persons and parties claiming under them.

C. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

D. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.

E. The maximum built-upon area per lot is 7,000 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking or the water surface of swimming pools.

F. Lots within CAMA's Area of Environmental Concern may be subject to a reduction in their allowable built-upon area due to CAMA regulations.

G. All runoff on the lot must drain into the permitted system. This may be accomplished through providing roof drain gutters, which drain to the street, grading the lot to drain toward the street, or grading perimeter swales and directing them into the pond or street. Lots that will naturally drain into the system are not required to provide these measures.

H. Built-upon area in excess of the permitted amount will require a permit modification.

SEVENTEEN: Invalidation of any of the provisions of these covenants or restrictions by judgment, court order or otherwise shall in no way affect any instrument, and the remaining covenants or restrictions shall remain in full force and effect, these restrictions being construed and considered severable.

EIGHTEEN: These covenants and restrictions shall be binding upon the lands hereinabove described and upon all persons owing same or in possession thereof for a period of twenty (20) years thereafter, unless prior to the expiration of said twenty (20) year period or any such ten (10) year period, an instrument executed by the record owners of a majority of the lots included within this subdivision has been recorded revoking or modifying said covenants or restrictions set forth herein.

IN WITNESS WHEREOF, the Declarant, PERKINS LANE, LLC, has caused this instrument to be signed in its name by its Manager, with authority of its Members, this the day and year first above written.

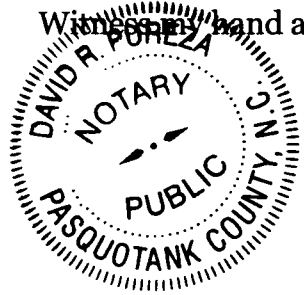
PERKINS LANE, LLC

By: Phillip W. Harrington
Phillip W. Harrington, Manager

STATE OF NORTH CAROLINA
COUNTY OF PASQUOTANK

I, DAVID R. PUREZA, Notary Public for said County and State, certify that Phillip W. Harrington, Manager of PERKINS LANE, LLC, personally appeared before me this day and acknowledged the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the 4th day of August, 2011.



[Signature]
Notary Public

My Commission Expires: 12/15/2011