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Currituck County North Carolina  
Denise A. Hall, Register of Deeds  
BK 1420 PG 794 - 802 (9)

Prepared by: Hidden Oaks, LLC  
417-D Caratoke Hwy.  
Moyock, NC 27958

NORTH CAROLINA  
CURRITUCK COUNTY

RESTRICTIVE COVENANTS  
HIDDEN OAKS

KNOW ALL MEN BY THESE PRESENTS:

That HIDDEN OAKS LLC., herein sometimes collectively referred to as "Developer", do hereby covenant and agree to and with all other persons, firms or corporations hereafter acquiring Lots as shown on a certain plat prepared by Bissell Professional Group entitled in part: "HIDDEN OAKS PHASE 1" recorded in Plat Cabinet P, Slides 24-28, shall be subject to the following restrictions as to the use thereof running with the properties by whomsoever owned, to wit:

1. PURPOSE: All lots shall be used for residential purposes only. No building shall be erected, altered, placed upon or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and one private garage for not more than three cars. However, it shall not be considered a violation of this restriction if any builder or developer maintains sample houses, warehouses, sales and administrative offices on any of the properties so long as such builder has properties for sale or is servicing properties under warranties within the boundaries of adjoining property owned by the developer.
2. MINIMUM SQUARE FOOTAGE: No single-story dwelling shall be constructed or allowed to remain on said lots having less than 1,300 square feet or floor space in

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heated areas, exclusive of porches, exterior storage and attached garages. No two-story dwelling shall be constructed or allowed to remain on any lot having less than 1,600 square feet in heated areas, exclusive to porches, exterior storage and attached garages.

All dwellings shall have a garage of sufficient size to accommodate at least one standard size automobile. If the garage is a detached garage, it shall be constructed of the same exterior building materials as the principal residence.

3. SETBACK REQUIREMENTS FOR SINGLE FAMILY DWELLING: Building setbacks shall comply with those shown on the recorded plat for the subdivision.
4. SETBACK REQUIREMENTS FOR PRIVATE GARAGE: All private, freestanding garages shall comply with the side, side street and rear building setbacks as shown on the recorded plat for the subdivision. All private, freestanding garages shall be required to maintain a front setback ten (10) feet from the rear building line of the principal dwelling.
5. RESUBDIVISION OF LOTS: No lot shall be subdivided into a lot having less than the dimensions of the original lot. However, nothing herein contained will prevent a lot being subdivided and combined with an adjoining lot to form one residential unit. If such a division were to occur the title to the portion of the divided lot could pass only when conveyed with the lot with which it was combined. In the event of a division of a lot as herein provided or the combination of two or more lots, the side lot building setbacks would apply to the outside boundaries of the resulting lot.
6. NO OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on or conducted upon the lots nor shall anything be done thereon which may become and annoyance or nuisance to the neighborhood. The discharging of firearms within the subdivision is specifically prohibited unless for the protection of person or property.
7. LOT MAINTENANCE: Each lot owner shall keep lots free of tall grasses, dead trees, trash and rubbish and shall properly maintain the lot, so as to present a well kept appearance.
8. ANIMALS: No animals may be kept on any lot except the usual household pets, so long as they are not kept for breeding or any other commercial purposes.
9. CONSTRUCTION ON LOT: No mobile home, trailer, doublewide mobile home, prefabricated home, modular home or preexisting home of any type, kind or description shall be placed upon or allowed to remain on any lot of the subdivision lots. It being the express intent of this provision that all dwellings and private garages be constructed on the site.

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10. **TEMPORARY STRUCTURES:** No structure of a temporary character shall be placed upon any portion of any lot. Temporary shelters, tents, travel trailers, campers or self-propelled mobile homes shall not at any time be used as temporary residence. Campers, travel trailers, boat trailers, self-propelled mobile homes and other vehicles of that nature may be stored on a lot, provided they do not constitute a visual nuisance and are stored in compliance with the setback requirements of Articles 4 and 5 on a lot with an existing dwelling.

**TIME OF CONSTRUCTION:** Any construction of a dwelling or private garage situated on any lot shall be completed within one year of the date of the commencement of construction.

12. **SIGNS:** No signs of any kind shall be displayed to public view on any lot except a sign of not more than 6 square feet advertising the property for sale or rent or signs used by a contractor during the construction period. This provision shall not apply to the developer for a period of eighteen months after the recordation of the subdivision plat.

13. **UTILITIES:** All telephone, electric and other like utility lines and connections between the main utility lines and residences shall be underground.

14. **PROPERTY OWNERS ASSOCIATION MEMBERSHIP:** The owners of the lots within the Subdivision are required to become members of the Hidden Oaks Association, Inc. (the "Association"), a non-profit corporation that has been formed pursuant to the Non-Profit Corporation Act (Chapter 55A) of the North Carolina General Statutes through the office of The Secretary of State of North Carolina. The lot owners shall be subject to the rules, regulations and by-laws adopted by the Association including the levying of assessments for the purpose of maintaining common areas, common features, and infrastructure elements. The Board of Directors of the Association shall be appointed by the Developer until such time as the Developer transfers maintenance responsibility of the common areas, common facilities and open space areas, roadways and other infrastructure of the Subdivision as hereinafter delineated. Each lot owner shall be a member of the Association automatically with the purchase of any lot and agree with respect to the Association as follows:

- a. That for so long as each is an owner of a lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association.
- b. That each shall be subject to the rules and regulations of the Association with regard to ownership of a lot within the Subdivision.

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- c. That any unpaid assessment levied by the Association in accordance with these covenants, the articles of organization or bylaws of the Association shall be a lien upon the lot upon which such assessment was levied, and shall be the personal obligation of the owner of the lot at the time the assessment fell due.
- d. The initial monthly assessment shall be \$36.00 per month. The Association may increase the amount of mandatory fees or assessments, when necessary, for the continued maintenance of common areas, common features, or private infrastructure.
- e. The Association shall establish a reserve fund to support the continued maintenance and upkeep of common areas, common features, and private infrastructure. All members of an association shall be responsible for contributions to the association's reserve fund to cover their proportionate share of maintenance costs associated with common areas, common features, and private infrastructure, including the water supply and distribution system, and the stormwater management systems.
- f. There is hereby established an initial assessment in the amount of \$500.00 payable by grantee upon the transfer of title of each Lot from the Developer, said assessment to be used for initial funding of the Association's operating account and reserve fund.
- g. The Association is responsible for liability insurance and all applicable taxes regarding the common areas, common features, and private infrastructure.
- h. The Association has maintenance responsibilities of all on-site improvements not dedicated to a local or state agency, including but not limited to streets, drainage systems, water systems, dry hydrants, open space areas, recreational facilities, and private infrastructure.
- i. Each membership in the Association shall relate to and have a unity of interest with an individual lot, which may not be separated from ownership of said lot.
- j. Upon any transfer of title of a Lot, the grantor in said conveyance shall pay a transfer assessment in an amount determined by the Association. The initial transfer fee shall be \$95.00 until such time as changed by the Association.

The common areas, common facilities and open space areas, roadways and other infrastructure, including the water supply and distribution system, and the stormwater management systems, shown and delineated on the plat of Hidden Oaks described above and duly recorded in the Office of the Register of Deeds of Currituck County, are for the use and benefit of the lot owners of the subdivision.

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The Developer shall maintain the common areas, common facilities and open space areas, roadways and other infrastructure until seventy-five percent (75%) of the lots are sold. The Association shall take title to the water system from its initial state approval for operation, but the Developer will provide operation and management services for the Association under terms of the permits and approvals until 75% of the lots are sold, at which time water system operations and management will become the Association's sole responsibility.

Maintenance responsibility of the other common areas, common facilities and open space areas, roadways, and other infrastructure (infrastructure shall include roads and stormwater management facilities within the Subdivision unless the same are dedicated to and accepted by the North Carolina Department of Transportation) of the Subdivision shall not be transferred from the Developer to the Association until all of the following occur:

- (a) At least 75 percent of the total number of lots in the subdivision are sold; and
- (b) The Developer provides an affidavit or resolution signed by the association president that accepts maintenance responsibility for the subdivision; and
- (c) The Developer commissions a report prepared by a licensed engineer indicating that all common areas, common features, and infrastructure elements comply with the minimum standards in the Currituck County Unified Development Ordinance and the County Code of Ordinances; and
- (d) Currituck County staff reviews and approves the report prepared by a licensed engineer; and
- (e) A reserve fund dedicated to the continued maintenance and upkeep of common areas, common features, and private infrastructure is established with a banking institution acceptable to the county in the name of the association, that contains a minimum balance that includes the following:

- (a) Ten percent of the road construction cost for streets not maintained by NCDOT at the time of transfer (gravel base and asphalt only);
- (b) Liability insurance and taxes for common elements for two years; and,
- (c) Stormwater facilities and landscaping maintenance cost for two years;

Notwithstanding anything contained in these covenants to the contrary, the Developer may make application to turn over maintenance responsibility to the Association for common areas, common features, or private infrastructure prior to conveyance of 75 percent of the lots in the subdivision subject to the review

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by the Board of Commissioners. The Board of Commissioners, at the request of the Developer, shall waive the requirement upon a finding that the association has sufficient financial capacity to assume maintenance responsibility for common areas, common facilities, and private infrastructure.

Notwithstanding anything contained herein to the contrary, Developer or any lots owned by Developer shall not be liable for any assessments as long as the lots are owned by the Developer.

The Association shall have the legal authority and the responsibility to maintain control over all common areas, common features, and private infrastructure in the subdivision, following transfer of control by the Developer.

15. **DRIVEWAYS:** Prior to commencement of construction of improvements or clearing of any lot, other than by hand, the owner shall place a temporary or permanent driveway to provide entry to the lot from the road. All drives to be completed by the completion date of construction and are to be constructed of concrete.
16. **SWIMMING POOLS:** No above ground swimming pool shall be placed upon or allowed remaining on any lot.
17. **SATELLITE DISHES:** No satellite dishes having a diameter of more than 36 inches shall be placed upon or allowed to remain on the lot.
18. **FENCES:** In order to retain the aesthetic qualities of the neighborhood, the following restrictions relating to fencing will be enforced:
  - a. On all lots other than corner lots, no fence shall be installed in front of the rear lines of any house, and those fences in locations where erection is permissible shall not be more than six (6) feet in height.
  - b. On all corner lots, no fence shall be installed in front of any rear line of any house nor shall any fence be installed closer to the side street curb than the side line of any house. All fence sections, where permissible, shall not exceed six (6) feet in height.
19. **OUTSIDE STAIRWAYS:** No outside stairways shall be permitted to the second floor or any structure constructed on any lot.
20. **DRAINAGE AND STORMWATER MANAGEMENT:** No lot owner shall block any ditches or other drainage areas. The State of North Carolina has issued a stormwater management permit for this subdivision – Permit No. SW7160208. The Association

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shall become the holder of these permits and shall assume the responsibility to maintain stormwater measures pursuant to these permits, which are hereby incorporated by reference, including the following specific provisions:

The maximum built-upon area for each lot is shown on the above referenced plat. The permittee is responsible for verifying that the proposed built-upon area does not exceed the allowable built-upon area. The built-upon area may not be revised without approval from the State, and once the lot transfer is complete, responsibility for meeting the built-upon area limit is transferred to the individual property owner.

The allotted built-upon area includes any built-upon area within the lot boundaries, and includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, but does not include raised, open wood decking or the water surface of swimming pools.

Filling in or piping of any vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

21. **SIDEWALKS & LANDSCAPING:** Lots will have sidewalks, planted street trees and lawns seeded by the Builders. Notwithstanding anything contained herein to the contrary, the front yards of the Lots from the front building line of the principal dwelling shall be sod. Sidewalks & street trees including species selected must be placed in accordance with county approved development plans and construction details.
22. **AMENDMENTS:** Developer reserves the right to amend these covenants for any reason satisfactory to the Developer at anytime within three (3) years of the date of recordation of the covenants.
23. **WATER TAP FEE:** The water tap fee required by Currituck County for the connection to the Currituck County Water System is the sole responsibility of the party desiring the service and is not the responsibility of the Developer.
24. **ADDITIONAL PROPERTIES:** Developer may develop future phases of Hidden Oaks. Developer reserves the right, at its discretion, at such time or times as it shall determine on or before December 31, 2031, to subject the additional phases, or such portions thereof as Developer shall determine, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining, to the provisions of these covenants in whole or in part, including membership in the Association. Each of the additions authorized pursuant to these covenants shall be made by Developer's recordation in the Register of Deeds of an appropriate instrument describing the additional properties subject to these covenants.

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These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years (20) from the date these covenants are recorded, after which time the covenants shall automatically be extended for a period of ten (10) years at the expiration of the then current period.

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 restriction 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 order shall in no way affect any of the other provisions and the other covenants shall remain in full force and effect.

IN TESTIMONY WHEREFORE, Developers have hereunto set their hand and seal, this the 26<sup>th</sup> day of September, 2017.

SIGNATURE PAGE TO FOLLOW

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HIDDEN OAKS, LLC

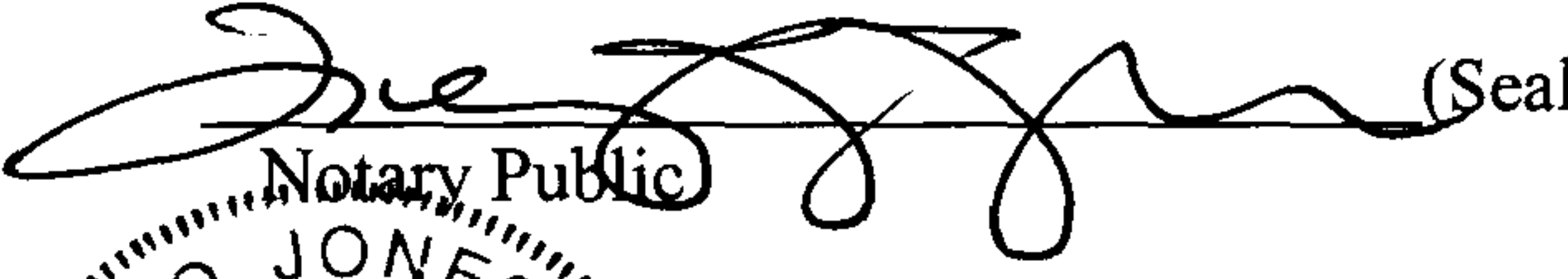
By:  (SEAL)  
Justin Old, Manager

STATE OF NORTH CAROLINA  
COUNTY/CITY OF CURRITUCK

Tracy Jo Jones, a Notary Public do hereby certify that Justin Old, Manager of HIDDEN OAKS, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of HIDDEN OAKS, LLC and that by authority duly given and as an act of the entity, (s)he signed the foregoing instrument in its name on its behalf as its act and deed for the purposes therein expressed.

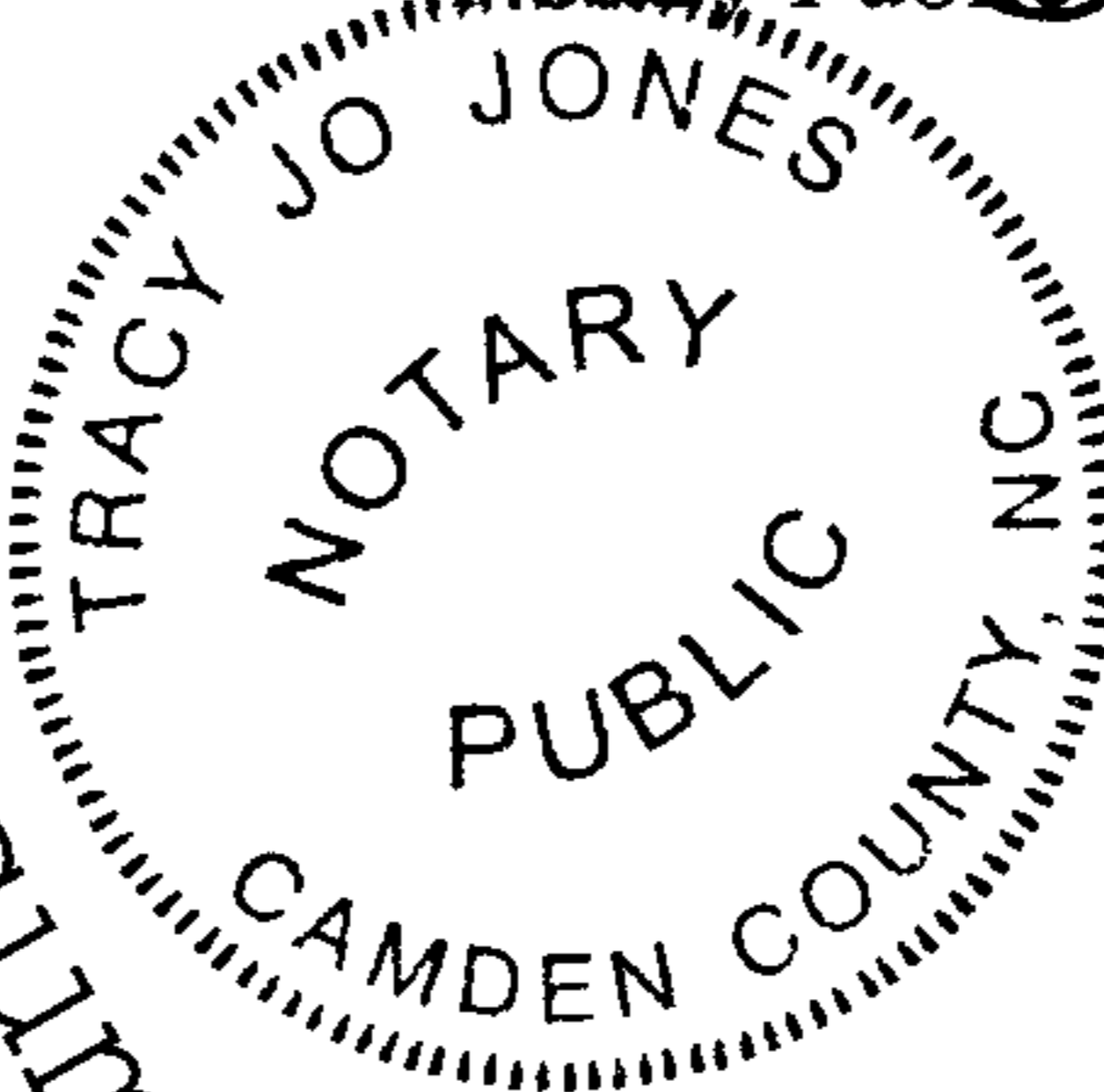
Witness my hand and official stamp or seal this 26<sup>th</sup> day of September, 2017

AFFIX NOTARY SEAL

 (Seal)  
Notary Public

My commission expires:

10/29/2017



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