

*Amord R/C*  
*305/530*

NORTH CAROLINA  
CURRITUCK COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

BAUM & WOODHOUSE ENTERPRISES, INC., owner of the property situated in Poplar Branch Township, Currituck County, North Carolina, known as Walnut Island, hereby declares that the limitations and restrictions set forth herein shall be binding upon Sections AA, BB, CC, DD, EE, FF, GG, HH, II and PP of Walnut Island as delineated on Plats recorded in the Currituck County Registry at Plat Book 4, Pages 45 and 46.

If any person subsequently acquiring title or possession to any lot or lots within said Subdivision, 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 Subdivision 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 violation, or both. Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

1. All lots shall be used as campsites only, with no structures erected on any lot other than a platform not exceeding 12 inches from the ground for erection of a tent thereon for the sole use of the owner or occupant.

2. No residential building or house trailer shall be erected or placed on any lot within this Section. No tool sheds or storage buildings of any kind or type are permitted. No fence shall be permitted on any lot within this Section which has a height above ground level in excess of 36 inches.

3. No nuisance 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 camping purposes or the neighborhood wherein said premises are situated. No outdoor toilet facilities or privies shall be permitted. Outside garbage and trash accumulations shall be maintained in closed, sturdy containers, as inconspicuously as practical, and they shall be emptied regularly. No signs or advertising posters shall be permitted on any lot, except signs identifying the owner or

occupant of the property, without permission of the Walnut Island Property Owners Association. 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 will be permitted to remain on the property, nor shall other unsightly materials be stored thereon.

4. Tents and camping trailers in size and design of ordinary and reasonable standards are permitted on any lot within this Section for the purpose of camping only.

5. Easements are reserved along and within 5 feet of all rear and side lines and within 10 feet of all front lot 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 to trim any trees which at any time may interfere or threaten to 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 are 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 five foot wide strip.

6. The owner of any camping lot within this Section shall pay to Baum & Woodhouse Enterprises, Inc., or its successors or assigns the sum of \$48.00 per year on the first day of May of each year for the maintenance and improvement of Walnut Island, and its appearance, sanitation, easements, recreation areas and parks and all utility expenses, for the payment of which sum there shall be a lien on each owner's property enforceable by sale in the same manner as provided by laws pertaining to mortgage foreclosures.

7. These restrictions shall be binding on the land and 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 10 year period an instrument signed by the owners of record of a majority of the lots in this Section of the Subdivision has been recorded revoking or modifying said restrictions.

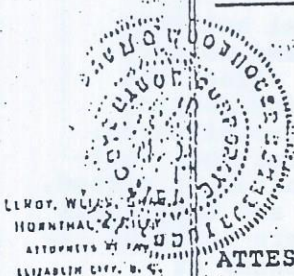
IN WITNESS WHERE, Baum & Woodhouse Enterprises, Inc. has caused this instrument to be executed by its appropriate officers by authority of its Board of Directors, this 18 day of December, 1972.

BAUM & WOODHOUSE ENTERPRISES, INC.

BY: M. E. Bauer Jr  
President

ATTEST:

A. L. Woodhouse  
Secretary

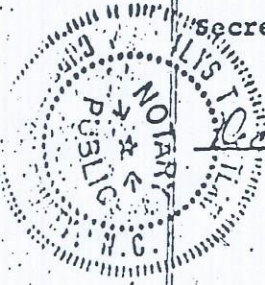


NORTH CAROLINA

Currituck COUNTY

I, the undersigned notary public, do hereby certify that O. Larry Woodhouse personally came before me this day and acknowledged that he is Secretary of Baum & Woodhouse Enterprises, Inc., and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and notarial seal this 21<sup>st</sup> day of December, 1972.



J. I. Outlaw  
Notary Public

My commission expires: 4-26-76

NORTH CAROLINA

\_\_\_\_\_ COUNTY

The foregoing or annexed certificate of J. I. Outlaw, a notary public of Currituck County, State of North Carolina, is certified to be correct.

This the 21 day of Dec, 1972.

Filed for registration on the 21 day of Dec 1972 at 2:30 o'clock P.M.

A. P. Taylor, Jr.  
Register of Deeds

A. P. Taylor, Jr.  
Register of Deeds

BY: \_\_\_\_\_ Deputy