

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTION
BAY RIDGE SUBDIVISION, SECTION 2

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made and declared by LANCO REALTY, INC., hereinafter "Declarant", made this ____ day of April, 1989;

W I T N E S S E T H :

THAT WHEREAS, Lanco Realty, Inc. is the fee simple owner of those tracts of land located in Atlantic Township, Dare County, North Carolina, and being shown on a map or plat entitled "Map For Record, Bay Ridge, Section Two, Kitty Hawk, Dare County, North Carolina" by Stroud Engineering, P.A., dated the 7th day of February, 1989, and revised on March 14, 1989, recorded in Plat Cabinet C, Slide 74A, in the Office of the Register of Deed of Dare County, North Carolina; and

WHEREAS, Lanco Realty, Inc. intends to develop the property shown on the aforesaid plat according to a common scheme such that the restrictions herein imposed shall inure to the benefit of each purchaser of lots as shown on the said plat, to insure the best use and most appropriate development of building sites, to protect against improper uses of surrounding lots which would depreciate the value of their property, to preserve the natural beauty of the property, to guard against the erection of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to insure the highest and best development of said property, to encourage and secure the harmonious improvement of building sites, to secure and maintain proper setbacks from property lines and to maintain adequate open space between structures; and in general to provide adequately for a high development of said property, both of enhancing the values of investments made by purchasers of building sites and preserving, as fully as possible, the natural beauty of the subdivision; and

WHEREAS, the Declarant has reserved the right to impose the Bay Ridge Subdivision Declaration of Covenants and Restrictions upon additional parcels or tracts of land of the Developer

pursuant to the aforesaid common plan and scheme of development as provided in Article II, Paragraph 5 of said Covenants and Restrictions of Bay Ridge Subdivision recorded in Deed Book 563, Page 471 of the Dare County Public Registry; and

WHEREAS, the Declarant desires to impose additional Covenants and Restrictions upon the lots in Section Two, Bay Ridge Subdivision as hereinafter provided;

NOW, THEREFORE, the Declarant, its successors and assigns, does hereby declare and make known that the Declaration of Protective Covenants and Restrictions set forth in Book 563 at Page 471 in the Dare County Public Registry are hereby imposed upon Lots 31, 32, 33, 34, 35, 36, 37, 38 and 39, Bay Ridge Subdivision as shown and delineated on the map or plat in Plat Cabinet C, Slide 74A in the Dare County Registry as modified by the covenant set forth below, all of which shall run with the land as shown on the maps or plats thereof and shall be binding upon the Declarant, its successors, grantees and assigns, and upon all subsequent owners of lots of land as shown on the aforesaid plats, claiming by and through Declarant.

ARTICLE I

RESIDENTIAL AREA COVENANTS

3. Architectural Control. The Declarant shall appoint an Architectural Review Committee (designated and also referred to herein as ARC). The initial terms of the members of the ARC shall be one, two, and three years respectively, and thereafter, the ARC members shall be appointed for terms of three years each. Ownership of property in the subdivision shall not be a requirement for membership on the ARC. Subject to the approval of the Declarant, its successors, or assigns, the ARC may employ professionals to render services and to advise it, including but not limited to, surveyors, attorneys, engineers and architects, and the lot owner or owners shall pay the cost of such professional services for the ARC review of their plans and specifications.

No building, structure, or site work preparatory to construction, shall be commenced, altered, repaired, maintained

or reconstructed on any lot until the plans and specifications for such work have been reviewed and approved in writing by the ARC. All approved plans shall be signed by at least two members of the Architectural Review Committee. Before commencing such review, a lot owner shall submit to the Architectural Review Committee three (3) complete sets of plans and specifications, including but not limited to: a site plan, a foundation plan, foundation survey by a North Carolina registered surveyor, a floor plan or plans, the four directional elevations, a schedule of proposed exterior colors and materials, and any other schedules required by the ARC in order for it to determine if its adopted standards will be satisfied. No changes or subsequent alterations shall be made to the site or building without the express written approval of the Architectural Review Committee. The Architectural Review Committee may approve or conditionally approve the building site location, the plans, or specifications, or it may refuse approval upon any grounds, including purely aesthetic considerations, which in its sole discretion shall appear warranted to protect the beauty and harmony of the subdivision. The Architectural Review Committee shall not approve plans for any residence with an enclosed heated area of less than 1600 square feet, excluding garages, decks, porches and walkways. In the event the ARC fails to approve or disapprove said plans and specifications within 45 days after receipt of a written request therefore, then such approval shall not be required. The ARC, the Declarant, its successors, assigns or agents shall not be responsible for any structural defects in the plans or specifications of any building or structure erected according to such plans and specifications, and the ARC and the Declarant, its agents, successors or assigns, shall have the right, but no affirmative duty, to inspect any construction for the purpose of ascertaining its compliance with the approved plans and specifications.

Where construction of any improvement required to be approved has not commenced before the expiration of 6 months following approval, said approval shall be void and of no effect; the plans

for such improvement shall be resubmitted to the Architectural Review Committee for reconsideration, and the Architectural Review Committee may, in its discretion, either confirm its earlier approval of the plans or disapprove them.

IN WITNESS WHEREOF, Lancy Realty, Inc., has caused this instrument to be executed by its duly authorized corporate officers and its corporate seal to be affixed the day and year first above written.

LANCO REALTY, INC.

[CORPORATE SEAL]

By: _____
President

ATTEST:

Secretary

STATE OF _____

CITY/COUNTY OF _____

I, the undersigned Notary Public, do hereby certify that _____ personally came before me this day and acknowledged that he/she is (Assistant) Secretary of LANCO REALTY, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and official seal, this _____ day of _____, 1989.

Notary Public

My Commission Expires:

The foregoing certificates of _____

are certified to be correct. This instrument is duly registered at the date and time and in the Book and Page shown on the first page hereof.

Register of Deeds for Dare County.

By: _____ Deputy/Assistant Register of Deeds

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
 BAY RIDGE SUBDIVISION, SECTION 3, T. 117. N.C.

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made and declared by LANCO REALTY, INC., hereinafter "Declarant", made this 25th day of April, 1989;

W I T N E S S E T H :

THAT WHEREAS, Lanco Realty, Inc. is the fee simple owner of those tracts of land located in Atlantic Township, Dare County, North Carolina, and being shown on a map or plat entitled "Map For Record, Bay Ridge, Section 3, Kitty Hawk, Dare County, North Carolina" by Stroud Land Surveying, dated the 15th day of December, 1988, and revised on April 3, 1989, recorded in Plat Cabinet c, Slide 74B, in the Office of the Register of Deed of Dare County, North Carolina; and

WHEREAS, Lanco Realty, Inc. intends to develop the property shown on the aforesaid plat according to a common scheme such that the restrictions herein imposed shall inure to the benefit of each purchaser of lots as shown on the said plat, to insure the best use and most appropriate development of building sites, to protect against improper uses of surrounding lots which would depreciate the value of their property, to preserve the natural beauty of the property, to guard against the erection of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to insure the highest and best development of said property, to encourage and secure the harmonious improvement of building sites, to secure and maintain proper setbacks from property lines and to maintain adequate open space between structures; and in general to provide adequately for a high development of said property, both of enhancing the values of investments made by purchasers of building sites and preserving, as fully as possible, the natural beauty of the subdivision; and

WHEREAS, the Declarant has reserved the right to impose the Bay Ridge Subdivision Declaration of Covenants and Restrictions upon additional parcels or tracts of land of the Developer

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pursuant to the aforesaid common plan and scheme of development as provided in Article II, Paragraph 5 of said Covenants and Restrictions of Bay Ridge Subdivision recorded in Deed Book 563, Page 471 of the Dare County Public Registry; and

WHEREAS, the Declarant desires to impose additional Covenants and Restrictions upon the lots in Section 3, Bay Ridge Subdivision as hereinafter provided;

NOW, THEREFORE, the Declarant, its successors and assigns, does hereby declare and make known that the Declaration of Protective Covenants and Restrictions set forth in Book 563 at Page 471 in the Dare County Public Registry are hereby imposed upon Lots 27, 28, 29 and 30, Bay Ridge Subdivision as shown and delineated on the map or plat in Plat Cabinet C, Slide 74B in the Dare County Registry as modified by the covenant set forth below, all of which shall run with the land as shown on the maps or plats thereof and shall be binding upon the Declarant, its successors, grantees and assigns, and upon all subsequent owners of lots of land as shown on the aforesaid plats, claiming by and through Declarant.

ARTICLE I

RESIDENTIAL AREA COVENANTS

3. Architectural Control. The Declarant shall appoint an Architectural Review Committee (designated and also referred to herein as ARC). The initial terms of the members of the ARC shall be one, two, and three years respectively, and thereafter, the ARC members shall be appointed for terms of three years each. Ownership of property in the subdivision shall not be a requirement for membership on the ARC. Subject to the approval of the Declarant, its successors, or assigns, the ARC may employ professionals to render services and to advise it, including but not limited to, surveyors, attorneys, engineers and architects, and the lot owner or owners shall pay the cost of such professional services for the ARC review of their plans and specifications.

No building, structure, or site work preparatory to construction, shall be commenced, altered, repaired, maintained

or reconstructed on any lot until the plans and specifications for such work have been reviewed and approved in writing by the ARC. All approved plans shall be signed by at least two members of the Architectural Review Committee. Before commencing such review, a lot owner shall submit to the Architectural Review Committee three (3) complete sets of plans and specifications, including but not limited to: a site plan, a foundation plan, foundation survey by a North Carolina registered surveyor, a floor plan or plans, the four directional elevations, a schedule of proposed exterior colors and materials, and any other schedules required by the ARC in order for it to determine if its adopted standards will be satisfied. No changes or subsequent alterations shall be made to the site or building without the express written approval of the Architectural Review Committee. The Architectural Review Committee may approve or conditionally approve the building site location, the plans, or specifications, or it may refuse approval upon any grounds, including purely aesthetic considerations, which in its sole discretion shall appear warranted to protect the beauty and harmony of the subdivision. The Architectural Review Committee shall not approve plans for any residence with an enclosed heated area of less than 1800 square feet, excluding garages, decks, porches and walkways. In the event the ARC fails to approve or disapprove said plans and specifications within 45 days after receipt of a written request therefore, then such approval shall not be required. The ARC, the Declarant, its successors, assigns or agents shall not be responsible for any structural defects in the plans or specifications of any building or structure erected according to such plans and specifications, and the ARC and the Declarant, its agents, successors or assigns, shall have the right, but no affirmative duty, to inspect any construction for the purpose of ascertaining its compliance with the approved plans and specifications.

Where construction of any improvement required to be approved has not commenced before the expiration of 6 months following approval, said approval shall be void and of no effect; the plans

for such improvement shall be resubmitted to the Architectural Review Committee for reconsideration, and the Architectural Review Committee may, in its discretion, either confirm its earlier approval of the plans or disapprove them.

IN WITNESS WHEREOF, Lancy Realty, Inc., has caused this instrument to be executed by its duly authorized corporate officers and its corporate seal to be affixed the day and year first above written.

[CORPORATE SEAL]

LANCO REALTY, INC.

By [Signature]
President

ATTEST:
[Signature]
Secretary

STATE OF NC
CITY/COUNTY OF Pitt

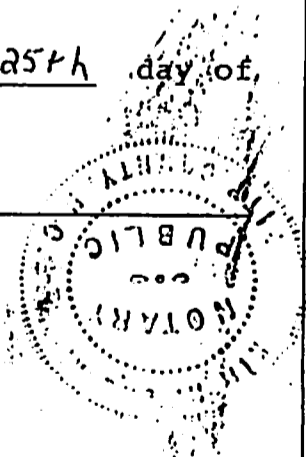
I, the undersigned Notary Public, do hereby certify that Leroy T. Cherry personally came before me this day and acknowledged that he/she is (Assistant) Secretary of LANCO REALTY, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and official seal, this 25th day of April, 1989.

Kim N. Cherry
Notary Public

My Commission Expires:

August 18, 1993



The foregoing certificates of _____

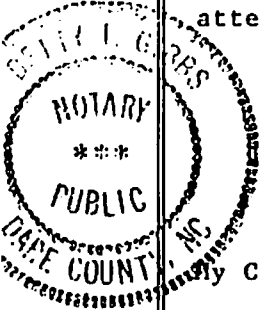
are certified to be correct. This instrument is duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ Register of Deeds for Dare County.
By: _____ Deputy/Assistant Register of Deeds

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, the undersigned Notary Public, do hereby certify that Leroy T. Cherry personally came before me this day and acknowledged that he is Secretary for LANCO REALTY, INC., a North Carolina corporation, 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 him as its Secretary.

WITNESS my hand and official seal, this 26th day of April, 1989.



Betty F. Gibbs
Notary Public

My Commission Expires: March 23, 1991

The foregoing certificate of Betty F. Gibbs, a Notary Public of Dare County, North Carolina, is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Dennis A. Bay, Register of Deeds for Dare County

By Nama Jean Ward, ~~Deputy~~ Assistant-Register of Deeds