

KINNAKEET SHORES SUBDIVISION

PHASE 15 - LAKESIDE VILLAGE

AMENDMENT TO
DECLARATION AND RESTATEMENT OF PROTECTIVE COVENANTS AND
RESTRICTIONS

WHEREAS, HATTERAS/KINNAKEET ASSOCIATES AT AVON, LLC (herein the "Declarant") and Douglas Van Nostrand executed and recorded the DECLARATION AND RESTATEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS for Phase 15 - Lakeside Village of Kinnakeet Shores Subdivision recorded in Book 1281, Page 610, of the Dare County Public Registry (the "Restrictions"), and Ray E. Hollowell, Jr. and Donna M. Hollowell have acquired the building sites previously owned by Douglas Van Nostrand. Declarant and Ray E. Hollowell, Jr. and Donna M. Hollowell, being owners of all interests in Phase 15, desire by this Amendment to amend the Protective Covenants and Restrictions applicable to Phase 15, Lakeside.

NOW THEREFORE, the Declarant and Ray E. Hollowell, Jr. and wife Donna M. Hollowell do hereby declare that the Restrictions are hereby amended as hereinafter set forth.

ARTICLE I, Section 1 shall be deleted and the following substituted therefor:

"1. Permitted Uses; Commercial Uses Prohibited. No lot shall be used except for residential purposes. No business or business activity may be conducted upon the property at any time, except for home business conducted by phone or computer that does not involve deliveries or employees other than the owner or resident; provided however that nothing herein shall preclude the Declarant, its successors in interest, agents and employees from using all or part of the dwellings owned by them for the purpose of carrying on business directly related, but not limited to the development and/or management of the Subdivision."

ARTICLE I, Section 2, second paragraph shall be deleted and the following substituted therefor:

"Dwellings constructed in Phase 15 shall have not less than 1750 square feet of enclosed heated area. The calculation of enclosed heated area shall not include garages, decks, porches and walkways."

ARTICLE I, Section 8 shall be deleted and the following substituted therefor:

"8. Utilities and Cable TV. All utilities and cable TV connections and lines must be installed underground when and as underground service is available and at the expense of each individual property owner. The erection of any exposed antenna shall be done only with the approval of the Architectural Review Committee."

ARTICLE I, Section 17 shall be deleted and the following substituted therefor:

"17. Vehicle Storage. Upon construction of a residence in Phase 15, the building site owner shall provide a concrete driveway and concrete or other ARC approved material for parking of at least four (4) vehicles off the street. The storage of travel trailers, campers, trucks and self-propelled mobile homes shall be in a garage or under the residential dwelling. No one shall live in or occupy campers, travel trailers, trucks, self-propelled mobile homes and other vehicles while parked on the lot."

ARTICLE I, Section 21 shall be deleted and the following substituted therefor:

"21. Water and Sewage. All dwelling units shall be connected to the public water and sewer services provided in the Subdivision. No outside toilets will be permitted under any





circumstances, except those self contained temporary facilities used by construction workers during the period of construction of a dwelling on a lot, and such units shall be removed after completion of construction or before occupation of the dwelling, whichever shall first occur.”

ARTICLE VI, Section 2 A shall be deleted and the following substituted therefor:

“A. Houses shall have not less than 1,750 square feet of enclosed heated area, exclusive of garages, decks, porches and walkways.”

ARTICLE VI, Section 2 B shall be deleted and the following substituted therefor:

“B. Each House shall be constructed within the Building Site. Parking areas, air conditioner compressors, pools, pool decks, utility stations and meters, stairways and other similar elements approved by the ARC may lie within the limited open spaces reserved exclusively for the use of a Building Site owner, provided that no such elements shall cause a violation or potential violation of the spacing requirements within the applicable zoning ordinances.

ARTICLE VI, Section 4, second paragraph shall be deleted and the following substituted therefor:

“Each Building Site owner shall landscape and maintain the limited open space around his Building Site in accordance with the landscape plans and standards on file with the ARC.”

ARTICLE VI, Section 5, second paragraph shall be deleted and the following substituted therefor:

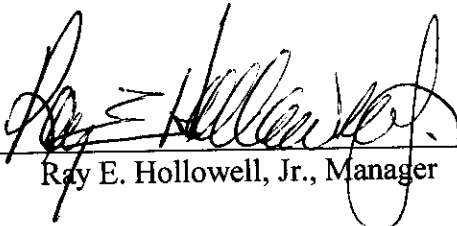
“The open space shown and delineated on the plat of Lakeside Village not designated for streets, access, parking, ingress or egress, shall be maintained as open space, and the Gazebo, as well as the open space within the road loop or circle within Lakeside Village shall be used exclusively for recreational purposes for Lakeside Village owners or purposes consistent with such purpose, together with and in addition to specific purposes set forth herein or designated on the recorded map of Lakeside Village; except that, upon an unanimous vote of the Lakeside Village Committee or the affirmative vote of three-fourths of the Building Site owners, open space uses may be changed and accessory use structures or facilities located or constructed thereon.”

ARTICLE VI, Section 7, second sentence shall be deleted and the following substituted therefor:

“The total limited open space is generally the area between the waterfront (pond bank or outside of the bulkhead) and the right of way margin of the loop road, except that a building site owner may extend decks or platforms across the bulkhead and above the pond, subject to ARC approval.”

Except as herein modified, the Restrictions remain in full force and effect and are hereby ratified.

HATTERAS/KINNAKEET ASSOCIATES AT AVON, LLC (Seal)

By:  (Seal)
Ray E. Hollowell, Jr., Manager



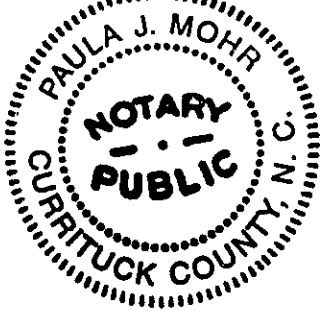
STATE OF NORTH CAROLINA
COUNTY OF ~~DARE~~ CURRITUCK

I, Paula J. Mohr, a Notary Public for said County and State, do hereby certify that Ray E. Hollowell, Jr., manager of Hatteras/Kinnakeet Associates at Avon, LLC, a limited liability company, personally appeared before me this day and first being duly sworn acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and official stamp or seal, this 26th day of May, 2000.

Paula J. Mohr
Notary Public

My commission expires: March 19, 2002
(NOTARIAL SEAL)



Ray E. Hollowell, Jr. (Seal)
Ray E. Hollowell, Jr.

Donna M. Hollowell (Seal)
Donna M. Hollowell

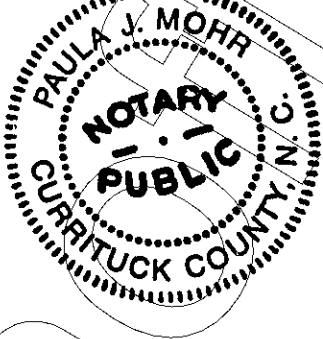
STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

I, Paula J. Mohr, a Notary Public for said County and State, do hereby certify that Ray E. Hollowell, Jr. and Donna M. Hollowell personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 26th day of May, 2000.

Paula J. Mohr
Notary Public

My Commission Expires: March 19, 2002
(NOTARIAL SEAL)



STATE OF NORTH CAROLINA
COUNTY OF Dare

The foregoing Certificate(s) of Paula J. Mohr a Notary Public of Currituck Co NC is/are 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.

Barbara M. Gray Register of Deeds for Dare

By: Anthony J. [Signature] Deputy/Assistant Register of Deeds