

PREPARED BY AND RETURN TO.
G. GAW, JR.
P. O. BOX 1895
KILL DEVIL HILLS, NC 27948

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DORRIS L. FRY
REGISTER OF DEEDS

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

KINNAKEET SHORES SUBDIVISION - PHASES 7 AND 8

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF KINNAKEET SHORES SUBDIVISION made and declared by KINNAKEET SHORES GENERAL PARTNERSHIP, a North Carolina Partnership, hereinafter the "Declarant", on the 30th day of May, 1989;

W I T N E S S E T H :

THAT WHEREAS, Kinnakeet Shores General Partnership is the fee simple owner of those tracts of land located in Kinnakeet Township, Dare County, North Carolina, as shown on a map or plat entitled "Kinnakeet Shores, Phase - 7, Kinnakeet Township, Dare County, North Carolina, Final Plat", by Bissell Associates, Engineers, Architects, Planners and Surveyors, dated February 20, 1989 and March 14, 1989 (last revised on April 18, 1989) and a map or plat entitled "Kinnakeet Shores, Phase - 8, Kinnakeet Township, Dare County, North Carolina, Final Plat", prepared by Bissell Associates, Engineers, Architects, Planners and Surveyors, dated February 20, 1989 and March 29, 1989 (last revised on April 18, 1989) and recorded in Plat Cabinet C, Slides 78-A and 78-B and Plat Cabinet C, Slides 78-C and 78-D respectively in the Office of the Register of Deed of Dare County, North Carolina; and

WHEREAS, Kinnakeet Shores General Partnership intends to develop the property shown on the aforesaid plats 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 plats, 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 Kinnakeet Shores Subdivision Declaration of Covenants and Restrictions as amended from time to time upon additional parcels or tracts of land of the Developer pursuant to the aforesaid common plan and scheme of development as provided in Article III, paragraph 4 of said Covenants and Restrictions of Kinnakeet Shores Subdivision, Phase III, recorded in Deed Book 487, Page 670 of the Dare County Public Registry; and

WHEREAS, the Declarant desires to impose additional covenants and restrictions upon the lots in Phases 7 and 8, Kinnakeet Shores Subdivision as hereinafter provided;

NOW, THEREFORE, the Declarant, its successors and assigns, does hereby declare and make known that the Declaration of Covenants and Restrictions set forth in Book 487 at Page 670 and as amended in the Amendments to Declaration of Covenants and Restrictions recorded in Deed Book 546, Page 589; Deed Book 560, Page 789 and Deed Book 564, Page 545 in the Dare County Public Registry are hereby imposed upon Lots 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745 and 746, Phase 7, Kinnakeet Shores Subdivision as shown and delineated on the map or plat in Plat Cabinet C, Slides 78-A and 78-B in the Dare County Registry and upon Lots 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825 and 826, Phase 8,

Kinnakeet Shores Subdivision as shown and delineated on that certain map or plat recorded in Plat Cabinet C, Slides 78-C and 78-D, Dare County Registry in addition to the covenants 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

2. Permitted Structures. Paragraph 2 of the Covenants recorded in Book 487, Page 670 is amended by adding the following paragraph to said Paragraph 2 and in addition to the paragraph set forth below, Paragraph 2 as set forth in Deed Book 487 at Page 671 is binding upon the land and the owners and grantees thereof as if fully set forth herein:

Each dwelling or structure constructed or placed on a lot or combination of lots in Phases 7 and 8 shall have no more than four bedrooms or separate sleeping areas unless the entity charged with operating the subdivision's central waste water treatment system shall certify to the ARC, its successors or assigns, that the capacity of the then existing waste water treatment system is sufficient to service the proposed dwelling consisting of more than four bedrooms and is sufficient to provide at least four bedrooms per unimproved lot and three bedrooms per approved group development homesite within Kinnakeet Shores Subdivision. Upon such certification to the ARC, its successors or assigns, then the ARC, its successors or assigns, may, in its sole discretion, approve or deny the plans of the lot owner containing more than four bedrooms. Should a lot owner or owners combine two or more lots into one building lot such that the dwelling (exclusive of porches and decks) lies upon all of the lots combined into the one building lot so no other dwelling can be built separately on any one of the lots in the

combination, then the owner may accumulate the number of bedrooms allowed per lot to the end that the total number of bedrooms allowed in the proposed dwelling may equal but not exceed four per lot for each lot combined into the single building lot.

6. Setbacks and Building Lines. No building shall be placed, erected, or maintained on any lot closer than 50 feet from the center line of the platted subdivision street contiguous to the front lot line of the subdivision lot, nor closer than 10 feet from the side property lines, nor closer than 20 feet from the rear line. Where a greater setback is shown on the subdivision plat, the same shall apply instead of the setbacks in this paragraph. The front lot line shall be shortest line adjacent to a street.

22. Easements for Utilities and Drainage; Vegetation. Paragraph 22 of the Covenants recorded in Book 487, Page 670 is amended by adding the following paragraph to said Paragraph 22 and in addition to the paragraph set forth below, Paragraph 22 as set forth in Deed Book 487 at Page 677 is binding upon the land and the owners and grantees thereof as if fully set forth herein:

In addition to and within the utility easements along the lot lines of the lots in Phases 7 and 8, the Declarant hereby reserves unto itself, its successors and assigns, and unto Greater Kinnakeet Shores Homeowners, Inc., its successors and assigns, a drainage easements 10 feet in width along the front, side and rear lot lines of all lots in Phases 7 and 8. The easement reserved shall include the right to alter the shape and contour of the surface of the ground within the easement and to enter upon the easement for the purpose of maintaining the drainage system, and the drainage easement shall be kept open and maintained in such a manner as to allow the drainage of surface water from the lots and streets of Phases 7 and 8. No trees, shrubs, or bushes shall be planted within the drainage easement.

ARTICLE IV

ASSESSMENTS AND LIENS

2. N. Road Maintenance. The subdivision streets shown on the plat on Kinnakeet Shores Subdivision, Soundside, Phases 7 and 8, are private streets and shall be maintained by the property owners and the Greater Kinnakeet Shores Homeowners, Inc. The costs of maintaining and repairing the street shall be included in each annual assessment (or any special assessment imposed by the Board of Directors of the Association) as provided by these Covenants.

2. O. Central Water and Central Waste Water Treatment Systems. Provided sufficient central waste water system capacity or water system capacity is available, each dwelling constructed or placed on a subdivision lot shown on the plat of Kinnakeet Shores Subdivision, Soundside, Phases 7 and 8, shall connect to the subdivision central water system and the central waste water treatment system (including the treatment plant and collection lines) prior to occupying the dwelling. The lot owner shall submit an application for service together with payment of the connection or "tap-on" charge then in effect. The Declarant, its successors in interest or assigns, shall establish a water service fee and a separate waste water treatment service fee for those services provided by it in such amounts which are sufficient to pay the costs of operating, maintaining, and repairing the central water system and the central waste water treatment system, including any necessary capital reserve funds for such services provided by the Declarant. Each lot owner, for himself, his heirs, successors and assigns, upon acquiring title to a subdivision lot subject to these covenants agrees to pay the regular service charges, any special assessments or charges, and any deposits for water and waste water treatment within thirty days (30) of the statement date therefore, and each owner by accepting a deed for his lot, condominium, or townhouse, agrees that the private corporation or private utility furnishing either

water or waste water treatment services to lots, condominiums or townhouse units, shall have the right to terminate or temporarily interrupt the utility service that is provided by said corporation or utility to any lot and dwelling whose owner has not paid any regular service charge or special assessment or charge within sixty (60) days of its due date, and such water or waste water treatment service shall be discontinued until the past due regular service charge and any interest or penalties thereon have been paid in full.

2. P. A lien may be imposed upon any owner's lot or unit by the private corporation or the private utility furnishing either water or waste water treatment services to the lots or units if the owner does not pay the water or waste water service charge. The lien shall be effective from the date it is filed in the office of the Clerk of Superior Court of Dare County. The filing of a lien for failure to pay service charges shall be in addition to and not in lieu of any other remedies availability for the collection of the service charges. The enforcement of said lien shall be civil action or as otherwise by law provided.

2. Q. In order to promote the health, safety and welfare of the owners of Kinnakeet Shores Subdivision, each lot owner in Phases 7 and 8 who constructs a dwelling on a lot or combination of lots shall install toilets and/or other appropriate plumbing fixtures which have been approved by the ARC as water efficient or water conservation toilets and bathroom fixtures.

ARTICLE V

GENERAL PROVISIONS

6. Subordination of Lien. Planters National Bank joins in the execution of these covenants and restrictions to evidence the subordination of the lien of its deed of trust recorded in Deed Book 567, Page 95 in the Dare County Registry to this Declaration of Covenants and Restrictions.

10. Minimum Building Dimensions and Building Materials.

All dwellings constructed or placed in Phases 7 and 8 shall have a minimum of 1400 square feet of enclosed heated area and shall have decks and/or porches which compliment and are harmonious with the architectural style of the dwelling and other dwellings in the phase. All driveways in Phases 7 and 8 must be constructed with concrete or such other material as may be approved by the ARC and/or the Declarant.

11. Building Exteriors. The exteriors of all buildings must be selected from the schedule of approved exterior materials on file with the ARC and, prior to occupancy, must be stained, painted or sealed with a material approved by the declarant and listed on the schedule of Approved Stains and Sealants filed with the ARC. Thereafter, the lot owner shall maintain the exterior of the buildings in essentially the same condition (normal wear and tear excepted) with the same or another approved stain, paint or sealant. Use of vinyl siding shall be prohibited.

17. Membership and Annual Fees. A membership fee in the amount of fifty dollars (\$50.00) shall be paid by each property owner at the settlement of the owner's purchase of a lot in Phases 7 and 8. A member-owner in good standing shall not have to pay additional fifty dollar fees for subsequent lots purchased in the subdivision. The annual assessment for owners in Phases 7 and 8 in the calendar year 1989 shall be the sum of two hundred dollars (\$200.00) which is due at the closing and settlement of the purchase of a lot in Phases 7 and 8. Thereafter, the amount of the annual assessment as well as any special assessments shall be established as provided by the Covenants and Restrictions as amended from time to time and in accordance with the By-Laws of the Greater Kinnakeet Shores Homeowners Association, Inc. Prior to the conveyance by the Declarant to a grantee of any lot held by the Declarant, its successors or assigns, as original inventory, no annual or special assessments

or charges shall be charged to or payable by the Declarant, its successors or assigns. The costs, expenses and fees incurred in the operation, maintenance or repair of the common elements, including the recreation facilities and amenities not covered by separate lease or agreement, shall be included in the annual or special assessments. The annual assessment does not include any charges for water and sewer.

IN WITNESS WHEREOF, Kinnakeet Shores General Partnership, a North Carolina partnership, has executed this Amendment to the Declaration of Covenants and Restrictions by and through its general partners, as the act of and by the authority of said partnership, and the undersigned (including said partnership) have adopted as their seal the word "SEAL" appearing at the end of their signature line, the day and year first above written.

KINNAKEET SHORES GENERAL PARTNERSHIP

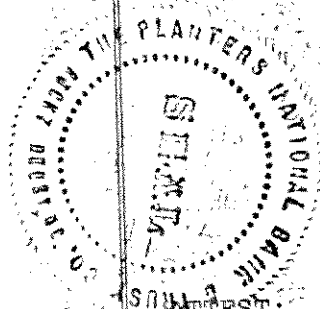
By: Linda R. Sharp (SEAL)
General Partner

By: Mark Brown (SEAL)
General Partner

By: George E. Haskins (SEAL)
General Partner

PLANTERS NATIONAL BANK AND TRUST COMPANY

By: [Signature]
(Vice) President



WITNESSETH:
Margaret Lee
(Assistant) Cashier

STATE OF NORTH CAROLINA
~~XXX~~/COUNTY OF DARE

I, the undersigned Notary Public, do hereby certify that on this date personally appeared before me LINDA R. SHARP, General Partner of KINNAKEET SHORES GENERAL PARTNERSHIP, a North Carolina General Partnership, who acknowledged the due execution of

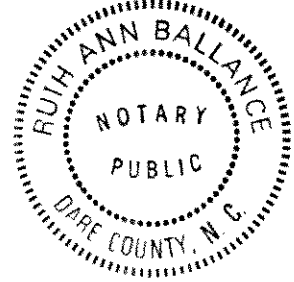
of the foregoing instrument for the purposes therein expressed by authority of and as an act of the partnership.

WITNESS my hand and notarial seal this 30th day of May, 1989.

Ruth Ann Ballance
Notary Public

My Commission Expires:

7/19/93



STATE OF NORTH CAROLINA

~~XXXX~~COUNTY OF DARE

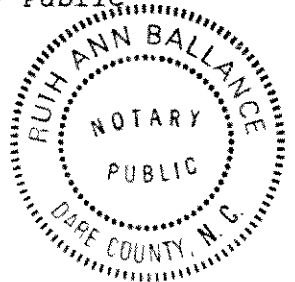
I, the undersigned Notary Public, do hereby certify that on this date personally appeared before me MARK S. BISSELL, General Partner of KINNAKEET SHORES GENERAL PARTNERSHIP, a North Carolina General Partnership, who acknowledged the due execution of the foregoing instrument for the purposes therein expressed by authority of and as an act of the partnership.

WITNESS my hand and notarial seal this 30th day of May, 1989.

Ruth Ann Ballance
Notary Public

My Commission Expires:

7/19/93



STATE OF NORTH CAROLINA

~~XXXX~~COUNTY OF DARE

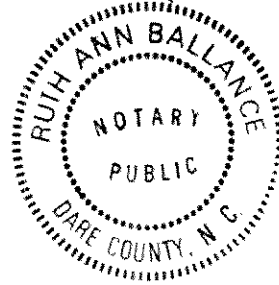
I, the undersigned Notary Public, do hereby certify that on this date personally appeared before me GEORGE E. GOODRICH, General Partner of KINNAKEET SHORES GENERAL PARTNERSHIP, a North Carolina General Partnership, who acknowledged the due execution of the foregoing instrument for the purposes therein expressed by authority of and as an act of the partnership.

WITNESS my hand and notarial seal this 30th day of May, 1989.

Ruth Ann Ballance
Notary Public

My Commission Expires:

7/19/93



STATE OF North Carolina
CITY/COUNTY OF Dare

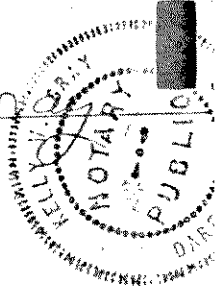
I, the undersigned Notary Public, do hereby certify that Margaret Lee personally came before me this day and acknowledged that he/she is (Assistant) Cashier of PLANTERS NATIONAL BANK AND TRUST COMPANY, a North Carolina banking corporation, and that by authority duly given and as the act of the corporation, 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) Cashier.

WITNESS my hand and official seal, this 30th day of May, 1989.

Kelly W. Gray
Notary Public

My Commission Expires:

8-5-91



NORTH CAROLINA
DARE COUNTY

The foregoing certificate(s) of Ruth Ann Ballance & Kelly W. Gray
both being Notaries Public of Dare 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.

Dorris A. Fry
Register of Deeds

By: Noma Jean Wake
Deputy/Assistant
Register of Deeds