

AMENDED

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, CAROLINA DUNES, INC. Owner of the property situate in Atlantic Township, Dare County, North Carolina, known as Carolina Dunes previously declared limitations and restrictions in a Declaration of Restrictive Covenants dated May 26, 1972 and recorded in Book 187 at page 209 of the Dare County Public Registry regarding lots contained in Section A as described and delineated on plat recorded in Map Book 5, page 41 in the Dare County Registry;

AND WHEREAS, Carolina Dunes, Inc. desires to amend the Declaration of Restrictive Covenants;

NOW THEREFORE, Carolina Dunes, Inc., Owner of the property situate in Atlantic Township, Dare County, North Carolina, known as Carolina Dunes, hereby declares that the limitations and restrictions set forth herein shall be binding upon Section 'A' as described and delineated on plat recorded in the Dare County Registry in Map Book 5, page 41. Carolina Dunes, Inc. is hereinafter designated as "Owner".

If any person, firm, partnership, or other legal entity, subsequently acquiring title to or possession of any lot or lots within said subdivision, or his or her heirs or assigns, and successors in interest, shall violate any of the restrictions hereinafter set out, it shall be lawful for any person owning real property situate in said subdivision to institute legal proceedings against the person or persons or entity, violating any of said restrictions, and either prevent him/or it from doing so or recover damages for such violation or both. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

ONE: Residential Use. All lots shall be exclusively used for residential purposes only, with no structures erected or maintained on any lot other than a private single-family residence and a private garage for the sole use of the lot owner or occupant; however, when one owner acquires two or more adjoining lots, then in that event, the adjoining one or more lots may be used as one building site, in which event the side line restrictions hereinafter referred to shall apply to the outside perimeter property line of the combined lots acquired by one property owner. No lots may be re-subdivided without the written joinder of Carolina Dunes, Inc., and under no circumstances may a lot be re-subdivided for the purpose of creating additional lots.

TWO: Type, Size and Construction.

(a) No dwelling shall be constructed on any one building site containing less than 850 square feet of living floor space. There shall be excluded from the above definition and calculation all wall space, garages, breezeways, porches, unfinished attics, even though the breezeways and porches are enclosed.

(b) The construction of a dwelling or garage shall not be commenced until the construction plans have been submitted in writing and approved by Carolina Dunes, Inc., its successors or assigns. Any addition to any dwelling or garage, including fencing, will require like additional approval.

(c) All dwellings must have private inside bathroom facilities, private water wells, and septic tanks which conform to the minimum requirements in accordance with the Public Health laws and ordinances of the Dare County Board of Health.

(d) All structures shall be completed on the exterior and any alterations to the original structures within six (6) months from start of construction.

(e) No structure of a temporary nature, house-trailer, mobile home, trailer, modular home, basement, tent, shack, garage, barn or other out-buildings shall be occupied or stored on any residential lot either permanently or temporarily.

(f) No structure shall be moved on any lot unless it shall conform with and be in compliance with the existing conditions set forth herein, including approval of the Owner.

THREE: Set-Back Restrictions. No building shall be erected or maintained on any lot closer than thirty (30) feet from the front lot line, nor closer than eight (8) feet from the side lines. Buildings shall be erected or maintained on a lot so that 20% of the lot area shall be open and free of construction behind the house. No building shall be erected or maintained on the ocean-front except within the minimum building lines specified on the aforementioned plat, and in no event shall be in violation of any dune ordinances or laws enacted for the preservation of the dunes. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of a building.

FOUR: Nuisances. No nuisance or offensive, noisy, or illegal activity shall be done, suffered, or permitted upon any lot; no part of any lot shall be used or occupied injuriously to affect the use or value of the adjoining premises for residence purposes or the neighborhood wherein the premises are situated.

