

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.

No outdoor toilets or privies shall be permitted. Outside garbage and trash accumulation shall be emptied regularly and all service utilities, fuel tanks, wood piles, and trash and garbage accumulation, are to be enclosed within a wall or fence of a size and type approved by Carolina Dunes, Inc. so as to preclude same to cause any unsightly view. No signs or advertising posters shall be permitted on any lot, except signs identifying the owner or occupant of the property or signs used by a builder to advertise the property during construction. 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, bus or boat shall be permitted to remain on the property, nor shall other unsightly materials be stored thereon. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent the accumulation of rubbish and debris on the premises.

All buildings, structures and other appurtenances shall be maintained in suitable state of repair; and in the event of destruction by fire or other casualty, the premises are to be cleaned and cleared of debris within 90 days from the date of such casualty.

FIVE: Easements. An easement of 35 feet is hereby reserved from the center line of the dedicated streets as shown on plat of Carolina Dunes, Inc., Section A, for the erection of telephone lines and poles, underground electric lines and other utilities for the subdivision.

SIX: Roads. Each lot owner shall be responsible for the maintenance and repair of the roads adjoining his lot to the extent of one-half thereof until such time as the North Carolina Highway Commission, or other State agency with jurisdiction over public roads, has accepted the roads for public maintenance.

SEVEN: Violation. If the owners or occupants of any lot, or all of them, or their successors and assigns, shall violate any of the covenants and restrictions herein, it shall be the right of Carolina Dunes, Inc. or any lot owner to institute proceedings at law or in equity against the person or persons violating, or attempting to violate, any such covenants or restrictions for the purpose of preventing him or them from so doing, or to recover damages for such violation, or both.

EIGHT: Duration. These covenants, reservations and restrictions are to run with the land and shall be binding upon all lots on the plat of Carolina Dunes, Inc., Section A, the owners of such lots, and upon all persons claiming under them, until Carolina Dunes, Inc. has divested itself from the title of all of the lots described in "Section A" at which time said covenants, reservations and restrictions shall continue until the then owners of a majority of the lots shall record an instrument in the office of the Register of Deeds of Dare County, North Carolina, agreeing to change these covenants in whole or in part.

IN WITNESS WHEREOF, Carolina Dunes, Inc. has caused this Amended Declaration of Restrictive Covenants to be executed in its corporate name by its President and attested by its Secretary, and its common seal affixed hereto, all as the act and deed of said Corporation as by authority of its Board of Directors duly and legally given, the 22nd day of July, 1972.

ATTEST:

Gaston E. Small, Jr.
Gaston E. Small, Secretary

CAROLINA DUNES, INC.

BY William A. Small
William A. Small, President

NORTH CAROLINA

PASQUOTANK COUNTY

I, the undersigned notary public, do hereby certify that
 Gaston E. Small, Jr. personally came before me this day and acknowledged that he is Secretary of Carolina Dunes, 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 25th day of July, 1972.

Charlotte T. Brinson
 Notary Public

My comm. expires: Sept 13, 1975

NORTH CAROLINA

DARE COUNTY

The foregoing or annexed certificate of Charlotte T. Brinson Notary Public of Pasquotank County, North Carolina, is certified to be correct.

Presented for registration this 11 day of Aug, 1972.
 at 11:45 o'clock A.M. and recorded in this office in

Book 190, page 261.
8-25-72

Merlin R. Daniels
 Register of Deeds

By _____
 Assistant