

NORTH CAROLINA

SEA RIDGE

DARE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, Sea Ridge Corporation is the fee simple owner of that certain tract of land located near the Village of Duck, Atlantic Township, Dare County, North Carolina, and shown on map or plat entitled "Sea Ridge, Section 1" by Rose and Purcell, Inc., dated July, 1976, and recorded in Map Book 9, page 47, in the office of the Register of Deeds of Dare County, North Carolina;

WHEREAS, Sea Ridge Corporation intends to develop the property shown on the aforesaid plat according to a common scheme with the objective that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of lots of land shown on said plat; and it is the purpose of this declaration to declare and make known the covenants and restrictions which shall apply to the land shown on the aforesaid map;

NOW, THEREFORE, the said Sea Ridge Corporation does by this instrument declare and make known that the following covenants and restrictions are to run with the land shown on the map hereinbefore designated and shall be binding upon their successors in interest:

1. All the lots in this subdivision shall be used for residential purposes only.
2. No advertising signs or posters, other than a sign advertising property for sale or rent shall be placed on the said lots. No animals, livestock or poultry of any kind, other than household pets, shall be kept on any lots.
3. In order to preserve a desirable uniformity of beauty and to protect purchasers of lots within the subdivision from having undesirable types of architecture placed on adjoining lots, no building, fence or other structure shall be erected, placed, moved onto, maintained or in any way altered on any lot in the subdivision until such time as the

proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location and elevation of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by Sea Ridge Corporation or its successors in interest as developer of the subdivision. All exterior antennae shall be approved in writing by Sea Ridge corporation prior to erection. Any earth-moving or earth-disturbing activity shall be approved in writing by Sea Ridge Corporation prior to the commencement of such activity. Sea Ridge Corporation may refuse approval of plans, location or specifications upon any ground, including purely esthetic considerations, which in the sole discretion of Sea Ridge Corporation shall be deemed sufficient. No alterations in the exterior appearance of any building or other structure shall be made without similar approval being obtained from Sea Ridge Corporation. One (1) copy of all plans and related data shall be furnished Sea Ridge Corporation which shall be retained by it for its files.

4. The exterior of all residences and other permanent structures in the subdivision shall be completed within one (1) year after the commencement of construction. No structure shall be used at any time, either temporarily or permanently, as a residence until the exterior of such structure is complete.

5. No trailer or temporary structures, such as tents, shacks, garages, barns or other outbuildings shall be used on any lot in this subdivision at any time as a permanent or temporary residence.

6. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property obtained that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; and in the event of destruction by fire or other casualty, the premises are to be cleared and debris removed within ninety (90) days of such casualty.

7. Easements are reserved along and within five (5) feet of all side lot lines and within ten (10) feet of all front and rear lot lines for the construction and perpetual maintenance of conduits, wires and fixtures for electricity, telephone service, cablevision, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities, and to remove any obstacle which may at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from and across said premises to duly authorized maintenance personnel. This easement shall also extend along any

owner's side and rear property lines where fractional lots are owned. It shall not be considered a violation of the terms of this easement if wires or cables pass under some portion of lots not within the five (5) foot wide strip, provided such lines do not hinder the construction and maintenance of buildings situated on any such lot.

8. The ocean access easement shown on the plat of this subdivision is private and its use shall be limited to lot owners in the subdivision and their guests.

9. The streets within the subdivision are private and their use shall be limited to lot owners in the subdivision and their guests. The maintenance of streets within the subdivision is the responsibility of the lot owners.

10. Sea Ridge Corporation may at its option, by filing a supplemental Declaration of Restrictive Covenants, bring within the scheme of this development additional lands and subject them to the restrictions herein imposed, or make such additions or deletions as it may see fit.

11. These restrictions shall be binding on the land and all parties owning same or in possession thereof for a period of twenty (20) years from the date hereof and shall be extended for successive periods of ten (10) years thereafter; unless, prior to the expiration of the initial 20 year period or any such 10 year period thereafter, an instrument signed by the owners of record of the majority of the lots in the subdivision has been recorded revoking or modifying such restrictions.

IN WITNESS WHEREOF Sea Ridge Corporation has caused this Declaration of Restrictive Covenants to be executed in its corporate name by its President, and attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this 27<sup>th</sup> day of April, 1977.

SEA RIDGE CORPORATION

By: Arthur H. Keyes  
President

ATTEST:

Lucila S. Keyes  
Secretary

NORTH CAROLINA District of  
DARE COUNTY Columbia

I, the undersigned notary public, do hereby certify that Lucile S. Keyes personally came before me this day and acknowledged that she is Secretary of Sea Ridge 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 herself as its Secretary.

WITNESS my hand and notarial seal this 27<sup>th</sup> day of April, 1977.

Mary V. Jackson  
Notary Public  
My Commission Expires 9/30/79

NORTH CAROLINA  
DARE COUNTY

The foregoing certificate of Mary V. Jackson a notary public of District of Columbia is certified to be correct.

Presented for registration this the 3 day of May, 1977, at 12:21 o'clock P.m., and recorded in this office in Book 244, page 681. 5-10-77

Charles B. Tullett  
Register of Deeds

By: Mary B. Parker  
~~Assistant~~ Deputy

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NORTH CAROLINA

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SEA RIDGE

DARE COUNTY

AMENDED DECLARATION OF  
RESTRICTIVE COVENANTS

ESTELLE B. TILLET

WHEREAS, Sea Ridge Corporation has previously imposed a Declaration of Restrictive Covenants on Section 1 of Sea Ridge as shown on plat recorded in Map Book 9, page 97, Dare County Registry by instrument dated April 27, 1977, and recorded in Book 244, page 681, in the office of the Register of Deeds of Dare County, North Carolina; and whereas, lots 1 and 2 of Sea Ridge shown on the aforesaid plat thereof entitled "Sea Ridge, Section 1," dated July, 1976, by Rose & Purcell, Inc., and recorded in Map Book 9, page 47, Dare County Registry, have been conveyed to Arthur H. Keyes, Jr. and wife, Lucile S. Keyes, by deed dated May 9, 1977, and recorded in Book 246, page 692, Dare County Registry, which conveyance was made subject to the aforesaid Declaration of Restrictive Covenants recorded in Book 244, page 681, Dare County Registry; and whereas, Sea Ridge Corporation, Arthur H. Keyes, Jr. and wife, Lucile S. Keyes, being the owners of all the lots in Sea Ridge, Section 1 as shown on the aforesaid plat recorded in Map Book 9, page 47, Dare County Registry, desire to amend the aforesaid Declaration of Restrictive Covenants and declare the application of those Restrictive Covenants, as amended, to all of the lots in Sea Ridge, Section 1 as shown on plat recorded in Map Book 9, page 47, Dare County Registry; and whereas, Norman W. Shearin, Jr. joins in the execution of this instrument as trustee pursuant to the terms of that certain deed of trust dated the 24th day of November, 1976, and recorded in Book 240, page 672, Dare County Registry, at the request of the holders of the promissory note secured thereby, Arthur H. Keyes, Jr. and wife, Lucile S. Keyes, which request is evidenced by their joinder in this instrument.

LLOYD WELLS SHAW,  
HORNTHAL, HILLY  
& SILLARD, P.A.,  
ATTORNEYS AT LAW  
KITTY HANK, N. C.  
ELIZABETH CITY, N. C.

NOW, THEREFORE, Sea Ridge Corporation, Arthur H. Keyes, Jr. and wife, Lucile S. Keyes, and Norman W. Shearin, Jr., as trustee, do hereby amend the Declaration of Restrictive Covenants for Sea Ridge, Section 1 as shown on plat recorded in Map Book 9, page 47, Dare County Registry, which covenants are recorded in Book 244, page 681, Dare County Registry, by revising the covenant designated as "2" to read as follows:

2. No signs or posters of any nature shall be placed on the said lots without the written permission of Sea Ridge Corporation, its successors and assigns. No animals, livestock or poultry of any kind, other than household pets, shall be kept on any lots.

Except as herein amended the parties hereto reaffirm and re-declare those covenants and recitals contained in the aforesaid Declaration of Restrictive Covenants dated April 27, 1977, and recorded in Book 244, page 681, Dare County Registry.

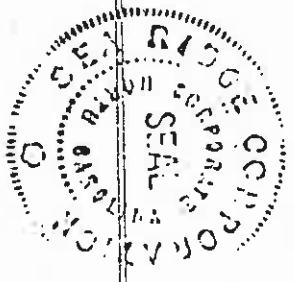
This 3<sup>rd</sup> day of ~~October~~ <sup>November</sup>, 1977.

SEA RIDGE CORPORATION

By: Arthur H. Keyes Jr.  
President

ATTEST:

Lucile S. Keyes  
Secretary



Arthur H. Keyes Jr. [SEAL]  
Arthur H. Keyes Jr.

Lucile S. Keyes [SEAL]  
Lucile S. Keyes

Norman W. Shearin, Jr. [SEAL]  
Norman W. Shearin, Jr.  
Trustee

LEROY WELLS SHAW,  
HORNTHAL, RILEY  
& SHEARIN, P.A.  
ATTORNEYS AT LAW  
KITTY HAWK, N. C.  
ELIZABETH CITY, N. C.

STATE OF District of  
CITY/COUNTY OF Columbia

I, the undersigned notary public, do hereby certify that Lucile S. Keyes personally came before me this day and acknowledged that she is Secretary of Sea Ridge 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 herself as its Secretary.

WITNESS my hand and notarial seal this 3<sup>rd</sup> day of November, 1977.

Mary Jackson  
Notary Public



My commission expires:

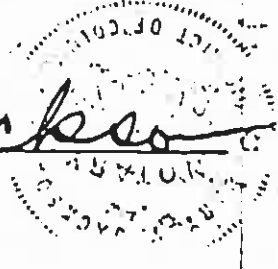
9/30/79

STATE OF District of  
CITY/COUNTY OF Columbia

I, the undersigned notary public, do hereby certify that Arthur H. Keyes, Jr. and wife, Lucile S. Keyes personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this 3<sup>rd</sup> day of November, 1977.

Mary Jackson  
Notary Public



My commission expires:

9/30/79

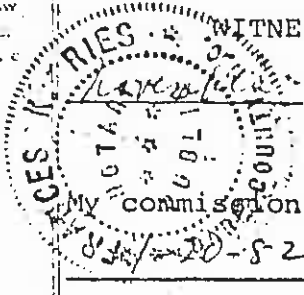
NORTH CAROLINA

DARE COUNTY

I, the undersigned notary public, do hereby certify that Norman W. Shearin, Jr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this 9<sup>th</sup> day of November, 1977.

Frances K Rice  
Notary Public



My commission expires:

8/27/82

LEHOY, WELLS, BHAW,  
JOINTHAL, HILLY  
& SILAHIN, P.A.  
ATTORNEYS AT LAW  
LITTY HAWN, N. C.  
LIZARDH CITY, N. C.

NORTH CAROLINA

DARE COUNTY

The foregoing certificates of Mary T Jackson,  
a notary public of District of Columbia,  
~~a notary public of \_\_\_\_\_~~, and Frances K Riva,  
a notary public of Dare Co NC are certified to be correct.

Presented for registration this the 15<sup>th</sup> day of  
November, 1977, at 2:52 o'clock P.m., and recorded  
in this office in Book 253, page 727.

NOV 23 1977

Ernest B. Ziebell  
Register of Deeds

By: \_\_\_\_\_  
Assistant/Deputy

LEROY, WELLS, SHAW,  
HORNTHAL, RILEY  
& SHEARIN, P.A.  
ATTORNEYS AT LAW  
KITTY HAKE, N. C.  
ELIZABETH CITY, N. C.



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DARE COUNTY NC  
08/01/97 9:18 AM  
DORRIS A. FRY  
Register Of Deeds

Prepared by and Return to:  
Robert B. Hobbs, Jr., Attorney  
Hornthal, Riley, Ellis & Maland, L.L.P.  
Post Office Box 310  
Nags Head, North Carolina 27959

NORTH CAROLINA  
DARE COUNTY

Document #  
0000015

## SEA RIDGE SECTION 1

### AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, made and declared on July 16, 1997 by SEA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation (hereinafter the "Association").

#### WITNESSETH:

WHEREAS, Sea Ridge Corporation filed for record in the Dare County Registry on May 3, 1977 in Book 244, Page 681, a Declaration of Restrictive Covenants (the "Sea Ridge Declaration") for Sea Ridge Subdivision Section 1 as shown on plat filed in Map Book 9, Page 47, Dare County Registry (hereinafter "Sea Ridge Subdivision"); and

WHEREAS, Sea Ridge Corporation filed for record in the Dare County Registry on November 15, 1977 in Book 253, Page 727, an Amended Declaration of Restrictive Covenants for Sea Ridge Subdivision; and

WHEREAS, Sea Ridge Corporation filed for record in the Dare County Registry on May 14, 1982 in Book 325, Page 872, an Amendment to Declaration of Restrictive Covenants for Sea Ridge Subdivision; and

WHEREAS, Sea Ridge Corporation and E. H. North, Jr. and wife, Doris F. North (hereinafter "North") filed for record in the Dare County Registry on September 10, 1982 in Book 330, Page 1011, an Agreement (the "Osprey Section 1 Agreement") whereby the Sea Ridge Declaration, and all amendments thereto, would be made applicable to and binding upon all Lots in Osprey Section 1 Subdivision as shown on plat filed in Plat Cabinet A, Slide 68, Dare County Registry (hereinafter "Osprey Section 1 Subdivision"); and

WHEREAS, by Deed dated June 12, 1997 and filed in Book 1125, Page 755, Dare County Registry (the "Sea Ridge Corporation Deed"), Sea Ridge Corporation, by virtue of Section 12 of the Amendment filed in Book 325, Page 872, Dare County Registry, conveyed and assigned to the Association all of its right, title and interest in and to the streets and common areas of Sea

Ridge Subdivision, along with its right under Section 10 of the Sea Ridge Declaration to amend the Sea Ridge Declaration filed in Book 244, Page 681; and

WHEREAS, the Association, by virtue of the Sea Ridge Declaration (and amendments thereto) and the Sea Ridge Corporation Deed, has the right and authority to amend, modify, or vacate the Sea Ridge Declaration from time to time in the sole discretion of the Association without the consent of the Owners of Lots in Sea Ridge Subdivision; and

WHEREAS, the Association desires to revise certain existing covenants in the Sea Ridge Declaration and impose additional covenants and restrictions upon the Lots in Sea Ridge Subdivision (also being made applicable to Osprey Section 1 Subdivision pursuant to the Osprey Section 1 Agreement) as hereinafter provided.

NOW, THEREFORE, the Association, pursuant to the provisions of Section 10 of the Sea Ridge Declaration recorded in Book 244, Page 681, Dare County Registry, and the Osprey Section 1 Agreement, hereby amend the Sea Ridge Declaration with the following provisions, which shall be considered a part of said Declaration and shall be binding upon the Association, its successors, grantees and assigns, all Owners of Lots in Osprey Section 1 Subdivision, and all Owners of Lots in Sea Ridge Subdivision (collectively the "Owners"):

ARTICLE 1  
REVISION OF EXISTING COVENANTS

Section 13 of the Amendment to the Sea Ridge Declaration filed in Book 325, Page 872 is hereby deleted and replaced with the following revised Section 13:

13. Association Assessments.

13.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in the particular deed of conveyance, shall be deemed to covenant and agree to all the covenants and restrictions of this Declaration and to pay the Association: (1) Periodic Assessments, and (2) Special Assessments for capital improvements and other assessments to be fixed, established, and collected from time to time as hereinafter provided. The Periodic and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Each Owner expressly covenants, by acceptance of a deed, that liens may be placed against the Owner's Lot for nonpayment of assessments.

13.2. Definition of Common Properties. As used herein, the term "Common Properties" shall mean all real and personal property (a) designated and shown in writing and or on a recorded plat of the subdivision as Common

Properties or Common Areas; and (b) conveyed to the Association for the use and benefit of the Association; Such real property may include, but not be limited to, roads, streets, walkways, any rights-of-way reserved to the Association, and open spaces (both landscaped and natural). Nothing contained in this definition shall limit the type of personal property which may be owned by the Association and constitute Common Properties.

13.3. Definition of Common Expenses. As used herein, the term "Common Expenses" shall mean all expenditures made by the Association in carrying out its duties together with all funds assessed by the Association for the creation and maintenance of reserve under this Declaration.

13.4. Purpose of Assessments. The assessment levied by the Association for Common Expenses shall be used exclusively for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners, guests of Owners, and occupants of the Subdivision, and maintaining the Subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors of the Association. The Common Expenses to be funded by the periodic assessments may include but shall not necessarily be limited to the following: (a) utility charges for utilities serving the Common Properties and charges for other common services for the Subdivision including trash collection and security services if any such services or charges are in fact paid by the Association; (b) the cost of insurance coverage as the Board of Directors determine to be in the interest of the Owners; (c) the expenses of maintenance, operation and repair of the Common Properties; (d) any real or personal property taxes assessed or levied against the Common Properties; (e) the expense of maintenance, operation, repair and reconstruction of any and all roadways, pathways, trails, and landscaped areas within the property which have not been conveyed to the Association; (f) the establishment and maintenance of a reasonable reserve fund for maintenance, repair and replacement of the Common Properties, to cover emergency repairs as a result of casualties which are not covered by insurance and to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments; (g) management fees and expenses of administration; and (h) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses.

13.5. Date of Commencement of "Periodic Assessments"; Due Date: Assessment Period. The periodic assessment provided herein for Owners shall commence upon conveyance of a Lot to the Owner. Once the assessment period has commenced, the assessments shall thereafter be due on the first day of every assessment period as this term is defined by the Board of Directors of the Association.

13.6. Basis and Amount of the Periodic and Special Assessments.

Periodic and special assessments shall be divided among all of the Lots made subject to the Declaration. The Owner of each Lot shall pay a periodic assessment set by the Board of Directors based on the actual and estimated costs in carrying out its duties for the assessment period. The Board of Directors shall set a budget and establish the amounts of any periodic or special assessment, with approval to be given by a majority of the Owners who are present at a regular meeting of the members of the Association, or as may be otherwise provided in any Bylaws that may be adopted from time to time by the Board of Directors and members of the Association. The Board of Directors shall provide written notice to all Owners of a change in the amount of the periodic assessment by mailing such notice to all members at least thirty (30) days in advance of the effective date of the adopted change.

13.7. Special Assessments.

In addition to the periodic assessment authorized by this Article, the Board may levy in any assessment period a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association, all without the need for approval by the membership. The due date of any special assessment under this section shall be fixed in a resolution of the Board of Directors authorizing such assessment.

13.8. Duties of the Board of Directors.

The Board of Directors of the Association shall prepare a roster of Owners and assessments applicable thereto which shall be kept by the Secretary or Treasurer of the Association and shall be open to inspection by any Owner. The Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether the Assessment has been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid and shall be binding on the Association.

13.9. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association; Late Fee.

If an assessment is not paid on the date when due (being the dates specified in the notice of the assessment given to each Owner), then it shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency

at the rate established by the Board of Directors not to exceed the maximum legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessment and/or bring an action to foreclose the lien against the property. In the event of foreclosure, the Association may place a bid to purchase the property at the sale and if the successful bidder, the Association may receive a deed from itself to complete the purchase. There shall be added to the amount of such assessment all costs of collection, including, but not limited to the cost of preparing and filing the complaint in such action, the cost of any and all attorneys' fees incident to collection whether or not suit is brought, including attorneys fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments as provided above and a reasonable attorneys' fee to be fixed by the Court, together with costs incident to the action. In addition to the foregoing remedies, the Board of Directors may assess a one-time "Late Fee" as may have been theretofore established by the Board of Directors for each periodic or special assessment which is more than thirty (30) days delinquent, for the purpose of helping defray collection costs.

13.10. Subordination of the Lien to Deeds of Trust or Mortgages. The lien for the assessments provided for in this Declaration shall be subordinate to the lien of any deed of trust or mortgage now or hereafter placed upon an Owner's property subject to assessment, unless such assessment is secured by a Claim of Lien that is recorded prior to the recordation of such deed of trust or mortgage.

## ARTICLE 2 NEW COVENANTS

The following new Sections are hereby added to the Sea Ridge Declaration, which said new Sections are also hereby made applicable to Osprey Section 1 Subdivision:

15. All Owners must exercise reasonable care to control erosion and to prevent runoff onto adjoining Lots. The Board of Directors of the Association may require bulkheading and/or landscaping if the Board of Directors of the Association determines in its sole discretion that bulkheading and/or landscaping is required to control erosion and/or to prevent runoff on to adjoining Lots.

16. If an Owner installs exterior lighting on the Owner's Lot or Dwelling, the Owner must minimize lights spillage on to adjoining Lots. Owners shall avoid the use of high intensity exterior lights on their Lots and Dwellings. The Board of Directors of the Association may require all Owners to install hoods on exterior light fixtures.

17. Parking within the Subdivision.

17.1. Parking of Passenger Vehicles.

a. "Passenger Vehicles" shall be defined as automobiles, passenger vans, passenger four-wheel drive vehicles, standard two (2) ton pickup trucks, and any other vehicle defined as a "Passenger Vehicle" by the Board of Directors of the Association.

b. To the extent possible, Owners and authorized guests of Owners shall restrict their parking of Passenger Vehicles to within the Owner's property and not park on subdivision streets. Notwithstanding the foregoing, however, an Owner may authorize the parking of Passenger Vehicles owned by the Owner or the Owner's guest on a subdivision street for a temporary period of time not to exceed the number of days established by the Board of Directors of the Association from time to time. Any such temporary parking of a Passenger Vehicle on subdivision streets by an Owner or an Owner's guest shall be limited to the portion of the subdivision street immediately adjacent to the Lot owned by such Owner.

17.2. All other vehicles not herein defined as Passenger Vehicles (including but not limited to recreational vehicles, motor homes, campers, trucks larger than standard two (2) ton pickup trucks, unserviceable vehicles, inoperable motor vehicles, trailers, boats, watercraft, or associated boat or watercraft trailers):

a. Shall not be parked on any Lot on a long-term or permanent basis unless they are parked under the dwelling and screened from public view; the adequacy of screening shall be judged by the Board of Directors of the Association;

b. May be parked in an Owner's driveway on a temporary basis not to exceed the number of days established by the Board of Directors of the Association from time to time;

c. Shall not be parked on any subdivision street at any time, even on a temporary basis.

18. Owners of improved and unimproved Lots shall plant, size, trim, maintain and, if necessary, remove all trees, plants, shrubs and other landscaping so that no trees, plants, shrubs and other landscaping shall obstruct the view of the ocean or sound from any other Lot in the subdivision. The determination of the unacceptability of any such obstruction shall be made by the Board of Directors of the Association in its sole discretion. Should an Owner fail to comply with this covenant within thirty (30) days after notice to such Owner of the violation, the

Board of Directors of the Association may (but shall not have the obligation to) enter upon such Lot and perform whatever trimming, maintenance, removal, or other landscaping activity that may be required to remove the obstruction prohibited by this covenant. If the Board of Directors of the Association elects to perform such work on a Lot, the cost of such work shall be assessed against such Lot, and such assessment shall be paid by the Owner as a Special Assessment, and the payment of such Special Assessment shall may be enforced by the Board of Directors of the Association in the same way as the enforcement of other assessments provided for by these restrictive covenants.

ARTICLE 3  
CUMULATIVE EFFECT

All of the provisions contained in this Amendment shall encumber all Lots in Sea Ridge Subdivision and all Lots in Osprey Section 1 Subdivision in addition to those contained in the Sea Ridge Declaration. Wherever a provision of this Amendment conflicts with specific provisions of the Sea Ridge Declaration (and amendments thereto), the provisions of this Amendment shall prevail. Except as herein modified, the provisions and covenants of the Sea Ridge Declaration (and all amendments thereto) shall remain unchanged and continue in full force and effect as therein provided.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors.

SEA RIDGE PROPERTY OWNERS  
ASSOCIATION, INC., a North Carolina  
nonprofit corporation

BY: John A. Ward  
President



ATTEST:

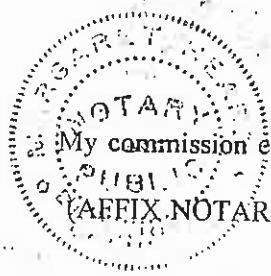
Arthur A. Keyes Jr  
Secretary

STATE OF Washington,  
COUNTY/CITY OF D.C.

I, a Notary Public of the County or City of Washington, D.C., and State aforesaid, certify that Arthur Reser personally came before me this day and acknowledged that he is Secretary of SEA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina nonprofit 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 (her) as its Secretary.

Witness my hand and official stamp or seal, this 16<sup>th</sup> day of July, 19 97.

Margaret Heard



MARGARET HEARD, NOTARY PUBLIC Notary Public  
DISTRICT OF COLUMBIA  
My Commission Expires: July 14, 2001  
My commission expires: \_\_\_\_\_

NORTH CAROLINA  
DARE COUNTY

The foregoing or annexed certificate(s) of Margaret Heard a Notary Public of District of Columbia is/are certified to be correct.

This 1 day of Aug, 19 97.

Doris A. Fry  
Register of Deeds

BY: Vanzella M. Walcott  
Deputy Assistant Reg. of Deeds

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070997-1257  
File No. D1404-ORH



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Prepared by and Return to:  
Robert B. Hobbs, Jr., Attorney  
Hornthal, Riley, Ellis & Maland, L.L.P.  
Post Office Box 310  
Nags Head, North Carolina 27959

FILED  
DARE COUNTY NC  
10/17/97 10:32 AM  
DORRIS A. FRY  
Register Of Deeds

NORTH CAROLINA  
DARE COUNTY

Document #  
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## SEA RIDGE SECTION 1

### AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, made and declared on August 22, 1997 by SEA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation (hereinafter the "Association").

#### WITNESSETH:

WHEREAS, Sea Ridge Corporation filed for record in the Dare County Registry on May 3, 1977 in Book 244, Page 681, a Declaration of Restrictive Covenants (the "Sea Ridge Declaration") for Sea Ridge Subdivision Section 1 as shown on plat filed in Map Book 9, Page 47, Dare County Registry (hereinafter "Sea Ridge Subdivision"); and

WHEREAS, Sea Ridge Corporation filed for record in the Dare County Registry on November 15, 1977 in Book 253, Page 727, an Amended Declaration of Restrictive Covenants for Sea Ridge Subdivision; and

WHEREAS, Sea Ridge Corporation filed for record in the Dare County Registry on May 14, 1982 in Book 325, Page 872, an Amendment to Declaration of Restrictive Covenants for Sea Ridge Subdivision; and

WHEREAS, Sea Ridge Corporation and E. H. North, Jr. and wife, Doris F. North (hereinafter "North") filed for record in the Dare County Registry on September 10, 1982 in Book 330, Page 1011, an Agreement (the "Osprey Section 1 Agreement") whereby the Sea Ridge Declaration, and all amendments thereto, would be made applicable to and binding upon all Lots in Osprey Section 1 Subdivision as shown on plat filed in Plat Cabinet A, Slide 68, Dare County Registry (hereinafter "Osprey Section 1 Subdivision"); and

WHEREAS, by Deed dated June 12, 1997 and filed in Book 1125, Page 755, Dare County Registry (the "Sea Ridge Corporation Deed"), Sea Ridge Corporation, by virtue of Section 12 of the Amendment filed in Book 325, Page 872, Dare County Registry, conveyed and assigned to the Association all of its right, title and interest in and to the streets and common areas of Sea

Ridge Subdivision, along with its right under Section 10 of the Sea Ridge Declaration to amend the Sea Ridge Declaration filed in Book 244, Page 681; and

WHEREAS, the Association filed for record in the Dare County Registry on August 1, 1997 in Book 1126, Page 756, an Amendment to Declaration of Restrictive Covenants for Sea Ridge Subdivision; and

WHEREAS, the Association, by virtue of the Sea Ridge Declaration (and amendments thereto) and the Sea Ridge Corporation Deed, has the right and authority to amend, modify, or vacate the Sea Ridge Declaration from time to time in the sole discretion of the Association without the consent of the Owners of Lots in Sea Ridge Subdivision; and

WHEREAS, the Association desires to revise certain existing covenants in the Sea Ridge Declaration Lots (also being made applicable to Osprey Section 1 Subdivision pursuant to the Osprey Section 1 Agreement) as hereinafter provided.

NOW, THEREFORE, the Association, pursuant to the provisions of Section 10 of the Sea Ridge Declaration recorded in Book 244, Page 681, Dare County Registry, and the Osprey Section 1 Agreement, hereby amends the Sea Ridge Declaration with the following provisions, which shall be considered a part of said Declaration and shall be binding upon the Association, its successors, grantees and assigns, all Owners of Lots in Osprey Section 1 Subdivision, and all Owners of Lots in Sea Ridge Subdivision (collectively the "Owners"):

#### ARTICLE 1 REVISION OF EXISTING COVENANT

Section 16 of the Amendment to the Sea Ridge Declaration filed in Book 1126, Page 756 is hereby deleted and replaced with the following revised Section 16:

16. If an Owner installs exterior lighting on the Owner's Lot or Dwelling, the Owner must minimize lights spillage on to adjoining Lots. Owners shall avoid the use of high intensity exterior lights on their Lots and Dwellings. The Board of Directors of the Association may require any Owner to install hoods on exterior light fixtures, or to redirect exterior lighting, or both, all in the Board's sole discretion.

#### ARTICLE 2 REVISION OF EXISTING COVENANT

Section 17 of the Amendment to the Sea Ridge Declaration filed in Book 1126, Page 756 is hereby deleted and replaced with the following revised Section 17:

17. Parking within the Subdivision.

17.1. Parking of Non-Passenger Vehicles.

a. "Passenger Vehicles" shall be defined as automobiles, passenger vans, passenger four-wheel drive vehicles, standard one-half (1/2) ton pickup trucks, and any other vehicle defined as a "Passenger Vehicle" by the Board of Directors of the Association.

b. "Non-Passenger Vehicles" shall be defined as vehicles other than a Passenger Vehicle (including but not limited to recreational vehicles, motor homes, campers, trucks larger than standard one-half (1/2) ton pickup trucks, unserviceable vehicles, inoperable motor vehicles, trailers, boats, watercraft, or associated boat or watercraft trailers) and any other vehicle defined as a Non-Passenger Vehicle by the Board of Directors of the Association.

c. Non-Passenger Vehicles shall not be parked on any Lot on a long-term or permanent basis unless they are parked under the dwelling and screened from public view; the adequacy of screening shall be judged by the Board of Directors of the Association.

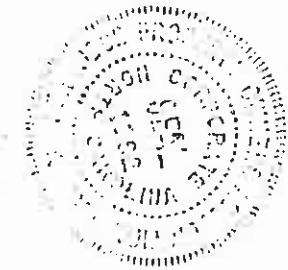
d. Non-Passenger Vehicles may be parked in an Owner's driveway on a temporary basis not to exceed the number of days established by the Board of Directors of the Association from time to time.

e. Non-Passenger Vehicles shall not be parked on any subdivision street at any time, even on a temporary basis.

ARTICLE 3  
CUMULATIVE EFFECT

All of the provisions contained in this Amendment shall encumber all Lots in Sea Ridge Subdivision and all Lots in Osprey Section 1 Subdivision in addition to those contained in the Sea Ridge Declaration. Wherever a provision of this Amendment conflicts with specific provisions of the Sea Ridge Declaration (and amendments thereto), the provisions of this Amendment shall prevail. Except as herein modified, the provisions and covenants of the Sea Ridge Declaration (and all amendments thereto) shall remain unchanged and continue in full force and effect as therein provided.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors.



SEA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation

(AFFIX CORPORATE SEAL)

BY: John A. Wank,  
President

ATTEST:

Arthur H. Kenyes Jr.  
Secretary

STATE OF Washington  
COUNTY/CITY OF D.C.

I, a Notary Public of the County or City of Washington, and State aforesaid, certify that Arthur H. Kenyes Jr. personally came before me this day and acknowledged that \_\_\_\_\_ he is Secretary of SEA RIDGE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina nonprofit 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) (her) as its \_\_\_\_\_ Secretary.

Witness my hand and official stamp or seal, this 22<sup>nd</sup> day of August, 1997.

Margaret Heard  
Notary Public

MARGARET HEARD, NOTARY PUBLIC  
DISTRICT OF COLUMBIA

My commission expires: \_\_\_\_\_  
My Commission Expires: July 14, 2001

(AFFIX NOTARY SEAL)



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NORTH CAROLINA  
DARE COUNTY

The foregoing or annexed certificate(s) of Margaret Heard a Notary  
Public of District of Columbia is/are certified to be correct.

This 17 day of Oct., 19 97.

Doris A. Fry  
Register of Deeds

BY: Kanzella M. Walcott  
Deputy/Assistant  
Reg. of Deeds

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