

STATE OF NORTH CAROLINA
HYDE COUNTY

AUG 16 2005
Prepared by and Return to:
Michael C. Casey, P. O. Box 28,
Nags Head, NC 27959

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF WYSOCKING BAY SUBDIVISION**

THIS DECLARATION, Made and entered into this the 16th day of August, 2005, by and between WYSOCKING BAY, LLC, Parties of the First Part (hereinafter referred to as "Developer" or "Declarant"); and PROSPECTIVE PURCHASERS of lots in WYSOCKING BAY SUBDIVISION, Parties of the Second Part (hereinafter referred to as "Owners");

WITNESSETH:

WHEREAS, Developer is the owner of all of that tract of real property located in Lake Landing Township, Hyde County, North Carolina, and being more particularly shown and described in that certain map or plat entitled Wysocking Bay Subdivision, recorded in Plat Cabinet C, at Slide 91G, in the office of the Register of Deeds of Hyde County, reference to said plat being hereby specifically made; and,

WHEREAS, Developer proposes to sell and convey certain lots shown on the aforesaid plat to be used for residential purposes and to develop said lots, and additional property within the Development area which may be acquired by Developer, into a well planned community; and,

WHEREAS, Developer, prior to selling and conveying the aforesaid residential lots, desires to impose upon such lots certain mutual beneficial restrictions, covenants and conditions and charges (hereinafter referred to as "Restrictions") for the benefit and complement of all the residential lots in the subdivision in order to promote the best interests and protect the investments of Developer and Owners;

NOW, THEREFORE, Developer hereby declares that all numbered lots shown on the aforesaid plat entitled Wysocking Bay Subdivision, recorded in Plat Cabinet C at Slide 91G, in the Office of the Register of Deeds of Hyde County, North Carolina, and any additional property within the Development Area as may by subsequent amendment be added to and subjected to this Declaration, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and to the following Restrictions. This Declaration and the Restrictions shall run with the land and shall be binding on all parties having or acquired any right, title or interest in and to the real property or any part or parts thereof subject to this Declaration.

ARTICLE 1
DEFINITIONS

As used herein,

- A. "Articles" mean the Articles of the Incorporation of WY SOCKING BAY HOMEOWNERS ASSOCIATION, INC.
- B. The "Board of Directors" or "Board" shall be the elected body governing the Corporation and managing the affairs of the Corporation.
- C. "Corporation" means WY SOCKING BAY HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation. The "Board of Directors" or "Board" shall be the elected body governing the Corporation and managing the affairs of the Corporation.
- D. "By-Laws" means the by-laws of WY SOCKING BAY HOMEOWNERS ASSOCIATION, INC.
- E. "Community Use Areas" means all real and personal property, together with those areas within the dedicated portions of the Development Area and the Subdivision, which may be deeded to or acquired by the Corporation for the common enjoyment of the members of the Corporation, as shown on plat entitled WY SOCKING BAY SUBDIVISION.
- F. "Common Expenses" means and includes actual and estimated expenses of maintaining and operating the common area and reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Corporation.
- G. "Dedication" means the act of committing a portion of the Development Area or the Subdivision to the purposes of this Declaration.
- H. "Developer" means Wysocking Bay, LLC, their successors or assigns or any legal entity acquiring ownership of portions of the Development Area heretofore not dedicated with the intent and for the purpose of further development.
- I. "Development Area" shall mean that property described by Deed recorded in Book 211, Page 323 in the office of the Register of Deeds of Hyde County, North Carolina, and the easement described in a map entitled "Wysocking Bay Subdivision Easements" recorded in Plat Cabinet C at Slide 91G, of the Hyde County Registry.
- J. "Lot" means a separately numbered tract of land lying within the Subdivision or other dedicated portion of the Development Area and which, according to the plat of that portion recorded at the dedication thereof, may be conveyed by the Developer as are consistent with this Declaration and the Restrictions shall become a "Lot" as that word is used herein.
- K. "Subdivision" means Wysocking Bay Subdivision, and any portion of the Development Area that has been dedicated pursuant to this Declaration.

ARTICLE 2
APPLICABILITY

These restrictions shall apply to all subdivided numbered Lots shown on the aforesaid plat or map, all property as shown on the Plat of Wysocking Bay Subdivision.

ARTICLE 3**HOME OWNERS ASSOCIATION**

- A. A Corporation named WY SOCKING BAY HOMEOWNERS ASSOCIATION, INC. has been or will be formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the Community Use Areas and facilities located upon the Community Use Ares; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the Owners' use and occupation of Lots.
- B. Each Owner of each Lot within the Subdivision shall be a member of the Corporation. The Declarant, by this Declaration, and the Owners of individual Lots by their acceptance of individual Deeds thereto, covenant and agree with respect to the Corporation:
1. That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Corporation;
 2. That each shall be subject to the rules and regulations of the Corporation with regard to ownership of a Lot; and
 3. That any unpaid assessment, whether general or special, levied by the Corporation in accordance with these Restrictions, the Articles or the Bylaws shall be a lien upon the Lot upon which such assessment was levied; and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.
- C. Each membership in the Corporation shall relate to and have a unity of interest with an individual Lot, which may not be separated from ownership of said Lot.
- D. The Corporation shall have one (1) class of members who shall all be Owners. Each member shall be entitled to one (1) vote for each Lot owned; provided, however, when more than one (1) person holds any interest in any Lot, all such Persons shall be members and, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote or any fraction of a vote be cast with respect to any Lot.

ARTICLE 4**MANAGEMENT AND ADMINISTRATION**

The management and administration of the affairs of the Community Use Areas of the Subdivision shall be the sole right and responsibility of the Corporation. The management shall be carried out in accordance with the terms of conditions of these Restrictions, the Articles and the Bylaws of the Corporation but may be delegated or contracted to managers or management services.

ARTICLE 5**COMMON EXPENSES**

The Common Expenses of the Subdivision include:

- A. All amounts expended by the Corporation in operation administering, managing, repairing, replacing and improving the Community Use Areas of the Subdivision; all amounts expended by the Corporation in insuring the Community Use Areas in the Subdivision; all amounts expended by the

Corporation in legal, engineering, or architectural fees; all similar fees which may be incurred by the Corporation from time to time in performing and all amounts expended in any form by the Corporation in enforcing these Restrictions, the Articles or the Bylaws.

- B. All amounts expended by the Corporation in carrying out any duty or discretion as may be required or allowed by these Restrictions, the Articles or the Bylaws.
- C. All amounts declared to be Common Expenses in the Bylaws or in these Restrictions.
- D. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Community Use Areas in the Subdivision.

ARTICLE 6

ANNUAL GENERAL ASSESSMENT

- A. The Declarant for each Lot owned, hereby covenants and each owner of any Lot is deemed to covenant and agrees to pay to the Corporation annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest costs and reasonable attorneys' fees, shall be a charge and a lien on the land and, subject to the provisions of Paragraph F of this Article, shall be a continuing lien upon the property against when each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of obligation for delinquent assessments and shall not pass to a successor in title to a Lot unless expressly-assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.
- B. Until June 1st of the year immediately following the conveyance of the first Lot to an Owner, the Maximum annual general assessment shall be TWO HUNDRED FIFTY (\$250.00) DOLLARS per Lot.
 - 1. From and after June 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased each year by an amount not more than ten percent (10%) above the assessment for the previous year without any vote of the membership.
 - 2. From and after June 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the proposed increase is approved by a vote of two-thirds (2/3rds) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.
 - 3. The Board of Directors may fix the annual general assessment at an amount not in excess of the maximum.
 - 4. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.
- C. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph B.2 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, if the presence of members or of proxies

entitled to cast sixty percent (60%) of all the votes of each class is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting. The subsequent meeting shall be held within sixty (60) days following the preceding meeting.

- D. The annual general assessments levied by the Corporation shall be used exclusively to improve, maintain and repair the Community Use Areas, to pay the expenses of the Corporation, to pay the cost of lighting the Community Use Areas, to pay the cost of any insurance the Corporation determines to purchase and to promote the recreation, health, safety and welfare of the members and to pay taxes levied upon the Community Use Areas.
- E. The Corporation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot are due and owing; or to issue a certificate as to the status of assessments on a Lot; and once issued, the certificate shall be binding upon the Corporation as of the date of its issuance.
- F. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage to any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE 7

SPECIAL ASSESSMENTS

Special assessments may be levied against Lots for such reasons as are provided in these Restrictions, the Articles or the Bylaws and on such terms as provided by the Board of Directors or the members. Either the Board of Directors or the Members may levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Common Expenses which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against specific Lots. In the event the Owner of a Lot fails to comply with the provisions of Article 13 hereof, the Corporation may perform such task or remedy such matter and levy the cost of such performance against the Owner of such Lot as a special assessment.

ARTICLE 8

LIEN FOR ASSESSMENTS

Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, Court costs, and reasonable attorneys' fees shall constitute a lien against the Lot upon which such assessment is levied. The Corporation may record notice of the same in the Office of the Clerk of Superior Court of Hyde County or file a suit to collect such delinquent assessments and charges. The Corporation may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein.

ARTICLE 9
COMPLIANCE WITH THIS DECLARATION, THE ARTICLES AND
THE BYLAWS OF THE CORPORATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws of the Corporation, the following relief shall be available:

- A. The Corporation, an aggrieved Lot Owner or Owners within the Subdivision on behalf of the Corporation, or any Lot Owner on behalf of all the Lot Owners within the Subdivision shall have the right to bring an action and recover sums due, damages, injunction relief, and/or such other and further relief as may be just and appropriate.
- B. The Corporation shall have the right to remedy the violation and assess the costs of remedying same against the offending Lot Owner as a special assessment.
- C. If the violation is the nonpayment of any general or special assessment, the Corporation shall have the right to suspend the offending Owner's voting rights and the use by such Areas in the Subdivision for any period during which an assessment against the Lot remains unpaid.
- D. The remedies provided by this Article are cumulative and are in addition to any other remedies provided by law.
- E. The failure of the Corporation or any Person to enforce any restriction contained in these Restrictions, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.
- F. Prior to availing itself of the relief specified herein, the Corporation shall follow the hearing procedures as set forth in the Bylaws.

ARTICLE 10
PROPERTY RIGHTS OF LOT OWNER, CROSS-EASEMENTS, AND
EXCEPTIONS AND RESERVATIONS BY DECLARANT

- A. Every Owner of a Lot within the Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Community Use Areas within the Subdivision for each and every purpose or use to which such Community Use Areas generally are used. Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a Deed thereto, subject to the following provisions:
 - 1. The Corporation shall have the right to make reasonable rules and regulations respecting the use of same.
 - 2. The Corporation shall have the right to suspend the voting rights of a Lot Owner and his right to use the Community Use Areas within the Subdivision for any period during which any due assessment against such Owner's Lot remains unpaid as is provided in Article 9 hereof, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.
 - 3. The Corporation shall have the right to charge reasonable fees for the purpose of maintaining and improving any recreation facility situated upon the Community Use Areas.

- B. The Corporation hereinafter may grant easements for utility purposes for the benefit of the Subdivision and the Lots now or hereafter located thereon, over, under, along and through the Community Use Areas. Provided, however, that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.
- C. Any Owner may delegate, in accordance with the bylaws, his right of enjoyment to the Community Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.
- D. Developer shall have the right, at its election, without the consent of any Owner or Owners, to bring within the coverage and operation of these Restrictions additional properties within the Development Area as may be developed in the future. The addition to property authorized hereby shall be made by filing of record in the Office of the Register of Deeds of Hyde County, North Carolina, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration as may be necessary or appropriate in the sole judgment of the Developer to reflect the different character, if any, of the added properties and as are not inconsistent with the plan, intent and spirit of this Declaration.
- E. Easements and rights of way over and upon each Lot for drainage and the installation and maintenance of utilities and services are reserved exclusively to Developer for such purposes as Developer may deem incident and appropriate to its overall development plan, such easements and rights of way being shown or noted on the aforesaid recorded plat of the Subdivision, which plat is incorporated by reference and made a part hereof for a more particular description of such easements and rights of way. The easements and right of way areas reserved by Developer on each Lot pursuant hereto shall be maintained continuously by the Owner, but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse flow of water or which may damage or interfere with established slope ratios or create erosion problems. Improvements within such areas also shall be maintained by the respective Owner except those for which a public authority or utility company is responsible.
- F. The rights of the use of utility and service easements and right of way areas as provided and defined herein for any type or cable transmission system is reserved exclusively to Developer, and no other cable transmissions service company or organization shall be permitted to service any Lot or combination of Lots except with the expressed permission of Developer.

ARTICLE 11

ARCHITECTURAL STANDARDS AND ARCHITECTURAL STANDARDS COMMITTEE

Notwithstanding the following, Developer shall, at his sole discretion, retain full authority over the Architectural Standards promulgated herein until December 31, 2007. Thereafter, the Standards Committee (hereinafter referred to as "Committee") shall be composed of five (5) members. The Board of Directors shall have the right to appoint and remove, at any time and without cause, three (3) members. The Developer shall have the right to appoint and remove two (2) members of the Committee so long as the Developer continues to own any portion of the Development Area. At such time as the Developer no longer owns any portion of

Development Area, or upon notification by the Developer to the Board of Directors that it does not desire to continue to appoint two (2) members of the Committee, all five (5) members shall be appointed or removed, at any time and without cause, by the Board of Directors.

- A. No construction, which term shall include within its definition clearing, excavation, grading and other site work, shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the Committee has been obtained.
- B. The Committee shall have exclusive jurisdiction over all original construction on any Lot and later changes or additions after initial approval thereof, together with any modifications, additions or alterations subsequently to be constructed on any Lot or made to any improvements initially approved. The Committee shall prepare and, on behalf of the Board of Directors, shall promulgate architectural standard guidelines (“guidelines”) and application and review procedures (“procedures”). The guidelines and procedures shall be those of the Corporation and the Committee shall have the sole and full authority to prepare and to amend the guidelines and procedures available to Owners, builders and developers who seek to engage in the development of or construction upon the Lots and who shall conduct their operations strictly in accordance therewith.
- C. The Committee shall have the absolute and exclusive right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions and the guidelines; of the proposed improvements are not in harmony with the general surroundings or adjacent structures; if the plans or specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details or any part thereof, to be contrary to the best interest, welfare or rights to all or any part of the real property subject to this Declaration or the Owners thereof.
- D. The Committee shall approve or disapprove plans, specifications and details submitted in accordance with its procedures within thirty (30) days from the receipt thereof and the decisions of the Committee shall be final and not subject to appeal or review. Provided, however, that plans, specifications and details revised in accordance with Committee recommendations may be resubmitted for determination by the Committee. In the event that the Committee fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to the Committee, approval, for the purposes of this Article, shall be deemed to have been given by the Committee.
- E. The Committee, or its agent, shall have the right to inspect all construction to ensure that it is performed in strict accordance with the approved plans, specifications and details. Upon completion of the construction in accordance with the approved plans, specifications and details, the Committee shall issue a certificate of completion to the Owner.
- F. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his residence or permitted pertinent structures, or to paint the interior of the same any color desired.
- G. Neither the Developer nor the Committee nor the Board of Directors or any architecture agent thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.

- H. The requirements of this Article shall not constitute a lien or encumbrance on any Lot on which construction is completed, and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof.

ARTICLE 12

FORMATION AND ENFORCEMENT OF THIS DECLARATION PENDING FORMATION OF THE CORPORATION

- A. The Corporation known as WY SOCKING BAY HOMEOWNERS ASSOCIATION, INC. may be formed and incorporated at any time that the Developer may deem desirable after the recording of this Declaration.
- B. The Corporation shall be formed and incorporated and the Community Use Areas shall be deeded to the Corporation when seventy-five percent (75%) of the Lots on the plat known as Wysocking Bay Subdivision have been sold to persons other than the Developer.
- C. Any Deed to the Corporation of a Community Use Area shall contain a perpetual right of easement for ingress, egress, regress and use by the Developer, their heirs, successors or assigns.
- D. Pending the formation and incorporation of the Corporation, the Developer shall have all the rights, privileges and duties associated with fee simple ownership, as well as all the rights and authority this document confers on the Corporation.

ARTICLE 13

RESTRICTIONS ON USE AND OCCUPANCY

- A. Under the Wysocking Bay Subdivision Plat, "THE MARINA LOT" is hereby designated as COMMERCIAL USE AUTHORIZED. Lot(s) 28 AND THE MARINA LOT are designated as COMMUNITY USE AUTHORIZED, meaning that the DEVELOPER at his or her sole discretion, may determine to cause to have built non-residential community support structures; including, but not limited to community club houses, bathing houses, swimming pools, park or recreation areas, or other such improvements intended for the benefit of the subdivision and its owner(s) as a whole. Lots 10A, 11, 34, 35, 54, and 55 are designated as MULTI-FAMILY AUTHORIZED, to include in such use at the sole discretion of the DEVELOPER, apartments, condominiums, town homes or patio homes, when such use is otherwise authorized by the conditions and limitations set forth by the Hyde County Health Department and the associated Septic Permit(s) issued by the county for the purpose so specified. Lot(s) 1-10 inclusive; 12-27 inclusive; 29 – 33 inclusive; and, 36 – 53 inclusive, shall be used for single family residential purposes only. Within the single-family restricted use areas, no building shall be erected, altered, placed or be permitted to remain on any Lot other than one (1) detached single-family dwelling with or without a basement; or upon pilings, plus not more than two and one-half (2 ½) stories, and a private garage attached or detached. Outbuildings built under this authorization are restricted to no more than two stories in height, are size restricted to buildings no greater than 36' by 36' in overall dimension, and may contain a separate apartment or studio on the second floor so long as otherwise authorized by the Hyde County Health Department and associated Septic Permit, and whose plan for construction shall be approved

by the Architectural Committee. With the sole exception to those lots previously designated herein as MULTI-FAMILY AUTHORIZED, no duplexes or multi-family units shall be allowed in the subdivision.

- B. Any single-family dwelling constructed on a Lot subjected to these Restrictions shall contain not less than twelve hundred (1,250) square feet with a minimum of Eight Hundred (800) square feet on the main floor, if more than one (1) story, or fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings). No house trailers, doublewide trailers, modular homes or manufactured homes shall be permitted.
- C. No above-grade structure (except approved fences or walls) may be constructed or placed on any Lot except within the minimum building setback lines as set forth herein:
1. Forty (40) feet from the Lot front line. Homes built within the subdivision shall strictly conform to the front lot line restriction in its setback from the head of the front porch or stoop measured to the lot line.
 2. Twelve (12) feet from the Lot side line.
 3. Thirty (30) feet from the Lot rear line, except those Lots designated as "Marina Lot", and Lots 1 thru 10A within the subdivision; which, when authorized by the Standards Committee, may include an authorization for an approved structure to be built along the canal front of those Lots, as designated. Such structures, when approved by the Committee; shall otherwise conform to the limits contained at Article 13, subparagraph A.
 4. The term "Lot front line" defines the boundary line of the Lot that is contiguous to and bounded by the named street as shown on the recorded Subdivision plat. The term "Lot rear line" defines the boundary line of the Lot that is farthest from, and substantially parallel to, the line of the street on which the Lot abuts. The term "Lot side line" defines the boundary line that extends from the street on which the Lot abuts to the rear line of the Lot.
- D. All plumbing fixtures and sources of sewerage located on a Lot shall be connected to an individual septic tank of other sewer system located upon such and approved by the appropriate governmental authorities. The Owner in accordance with the requirements of governmental authorities having jurisdiction shall maintain each such approved individual septic tank or sewer system in good and proper working order and condition. No outside toilet shall be constructed or permitted on any Lot except during construction as herein expressly provided.
- E. The design, size and location of containers for the collection and removal of garbage, trash and other like household refuse shall be subject to and shall require the approval of the Committee.
- F. No trade, commerce or any other activity that may be considered a nuisance to the neighborhood shall be carried on upon any Lot. No commercial fishing enterprise may be operated from within the subdivision, nor shall materials related to the conduct of such enterprise including fish nets, gill nets, crab pots, shrimp nets and hardware, shall be stored upon any lot. No trade materials or inventories may be stored upon any Lot and no trucks larger than one (1) ton, house trailer (other than camping trailers) or mobile home may be stored or regularly parked on any Lot. The Developer and/or assigns shall maintain an exclusive right to the conduct of commercial business upon the "Marina Lot" to include the operation of a commercial enterprise, when such use is deemed to be in the interest of the Developer, provided such use does not constitute a nuisance within the subdivision. No sign or billboard of any kind shall be erected or allowed to remain on any Lot other than a "For Sale" or

“For Rent” sign, except for those signs installed and maintained by the Developer or the Board of Directors for the identification of the subdivision; to provide reasonable directive assistance to the public (to include street signs, caution or direction signs, or the like); or, to identify the business entity operating upon the “Marina Lot”.

- G. The following general prohibitions and requirements shall apply and control the improvements, maintenance and use of all Lots:
1. No Owner shall keep or allow to be kept on his property any unlicensed or inoperative motor vehicles unless vehicle is enclosed in a garage.
 2. The owner of each Lot shall keep that Lot free of tall grass, trash, rubbish, and shall properly maintain the Lot so that it will present a pleasing appearance.
 3. No poultry, livestock, finfish, shellfish, or animals of any kind shall be raised, bred, or kept on any Lot except dogs or cats if they are not kept, bred or maintained for any commercial purpose. All authorized pets and animals are the responsibility of their owners to keep them from becoming a nuisance.
 4. Any major clearing, placements of fill materials, or excavation upon any lot must be approved by the Architectural Committee.
 5. No mining, mineral, oil or gas extraction shall be done on any Lot or under any Lot.
 6. No Lot may be further subdivided; however, those lots designated MULTI-FAMILY AUTHORIZED may be combined for the purpose of achieving the multi-family intent of the developer or owner of multi-family authorized lots, and when otherwise authorized by governmental entities having jurisdiction over the development of said parcels, and when approved by the Architectural Committee.
 7. The exterior construction of any dwelling, house or outbuilding shall be completed within eighteen (18) months of the start of construction of the same. The start of construction shall be deemed to be when the structure’s building permit has been issued.
 8. No structure of a temporary character, trailer, mobile home, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No metal building may be used as a residence on any Lot or Lots.
 9. Any garage or outbuilding on any Lot shall be constructed of materials compatible with the residence and shall be in architectural accord with the residence. All garages and outbuildings must be approved by the Architectural Committee.
 10. All electrical and telephone services from distribution system to residences shall be underground with the cost for such underground service being shared by Lot Owner, and utility company in conformity with existing utility company’s policy, and no overhead wiring, insofar as electrical, television, and other wire-using utility services shall be permitted on any Lot. Easements for installation and maintenance of utility and drainage facilities are served by the Developer measuring five (5) feet in width over side Lot lines and ten (10) feet in width along the road of each building Lot. Developer reserves the right to waive provisions of this Paragraph in whole or in part by special recorded instrument.
 11. All driveway connections to the access road shall be at least twenty-four (24) feet in width and shall contain a fifteen (15) inch metal or concrete culvert for the width of the driveway connections.

12. Except structures erected by the Developer, no structure erected upon any Lot may be used as a model home or house unless prior written permission to do so shall have been obtained from Committee, or from the Developer.
13. Any dwelling or improvement on any Lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the Lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on such Lot longer than three (3) months.
14. Except for The Marina Lot, all fuel storage tanks and all outdoor receptacles for ashes, trash, rubbish or garbage shall be screened or so placed and kept as not to be visible to the occupants of other Lots or the users of any street or recreation area.
15. No radio station or short wave operator of any kind shall operate from any Lot or residence without the prior written approval of the Committee. All radio, television antenna greater than fifteen (15) feet above the peak of the house, and all Satellite Dish installations shall be approved in writing by the Committee before the antenna or Dish is installed.
16. The erection of fences shall require approval of the Architectural Committee, but no fence shall be erected along the front line of any Lot nor along the side line of any Lot that adjoins a street except as approved by the Committee. No fence of chain link type construction or in excess of four (4) feet in height shall be approved by the Committee, except that the Committee, in its sole discretion, may approve fences of chain link construction and up to six (6) feet in height for the purpose of confining pets, provided same does not extend more than twenty-five feet in any direction and are constructed within the minimum building setback lines.
17. All construction and improvements must comply with all applicable Federal, State, or local regulations or ordinances.

ARTICLE 14
ASSESSMENTS AND FACILITIES

Every park, recreation area, recreation facility, dedicated access and other amenities appurtenant to the Subdivision, whether or not shown and delineated on any recorded plat of the Subdivision, shall be considered private and for the sole and exclusive use of the Owners of Lots within the Subdivision. Neither Developer's execution nor the recording of any plat nor any other act of Developer with respect to such areas is, or is intended to be, or shall be construed as a dedication to the public of any such areas, facilities or amenities.

ARTICLE 15
WAIVER

No provision contained in these Restrictions, the Articles or the Bylaws shall be deemed to have been waived, abandoned or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

ARTICLE 16
VARIANCES

The Board of Directors in its discretion may allow reasonable variances and adjustments of these Restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit of the intent of this document to create a Subdivision of Lots owned in fee simple, by various persons with each such Owner having an easement upon areas owned by the Corporation. To be effective, a variance hereunder shall be recorded in the Hyde County Register of Deeds Office; shall be executed on behalf of the Corporation; and shall refer specifically to this Declaration.

ARTICLE 17
DURATION, AMENDMENT AND TERMINATION

- A. The covenants and Restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended in full or part by Owners representing not less than seventy-five percent (75%) of the Lots provided that no amendment shall alter any obligation to pay Common Expenses to benefit the Community Use Areas, as herein provided, or affect any lien for the payment of same. To be effective any amendment must be recorded in the Office of the Register of Deeds of Hyde County, North Carolina, and a marginal entry of same must be signified on the face of this document.
- B. Invalidation of any one (1) of these covenants or Restrictions by judgment or Court Order shall in no way affect any other provisions that shall remain in full force and effect.

ARTICLE 18
CAPTIONS

The captions preceding the various Articles of these Restrictions are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of these Restrictions. As used herein, the singular includes the plural and where there is more than one (1) Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

ARTICLE 19
ASSIGNABILITY OF RIGHTS AND LIABILITIES

Developer shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to it by this Declaration. Following any such disposition, Developer in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of same in any matter.

ARTICLE 20

LIBERAL CONSTRUCTION

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by an Owners' association with each Owner entitled to an burdened with the rights and easements equivalent to those of other Owners.

IN WITNESS WHEREOF, the Declarant has hereunto set their hands and affixed their seals this the day and year first above written.

WYSOCKING BAY, LLC

By: [Signature] (SEAL)
JAMES L. OVERTON, SR., Member/Manager

By: [Signature] (SEAL)
JOHN A. MAUNEY, Member/Manager

STATE OF NORTH CAROLINA, DARE COUNTY

I, MARY B. ROCK, a Notary Public of the County and State aforesaid, do hereby certify that JAMES L. OVERTON, SR. personally appeared before me this day and acknowledged that he is a Member/Manager of WYSOCKING BAY, LLC, a North Carolina limited liability company, and acknowledged, on behalf of WYSOCKING BAY, LLC, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 11th day of August, 2005.

My Commission Expires: October 1, 2007

Mary B. Rock
Notary Public

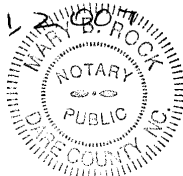


STATE OF NORTH CAROLINA, DARE COUNTY

I, MARY B. ROCK, a Notary Public of the County and State aforesaid, do hereby certify that JOHN A. MAUNEY personally appeared before me this day and acknowledged that he is a Member/Manager WYSOCKING BAY, LLC, a North Carolina limited liability company, and acknowledged, on behalf of WYSOCKING BAY, LLC, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 11th day of August, 2005.

My Commission Expires: October 1, 2007

Mary B. Rock
Notary Public



NORTH CAROLINA, HYDE COUNTY

The Foregoing Certificate(s) of Mary B. Rock and Mary B. Rock a Notary public of Dare Co., N.C. 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.

Lora M. Byrd REGISTER OF DEEDS FOR HYDE COUNTY

By E. Menta Lewis - Spencer Deputy/Assistant Register of Deeds

