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by: DEBORAH S. REED
REGISTER OF DEEDS
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STATE OF NORTH CAROLINA
PERQUIMANS COUNTY

PREPARED BY:
CONRAD E. PAYSOUR, III
ATTORNEY AT LAW
GREENVILLE, N CAROLINA

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR THE SHORES AT LAND'S END, PHASE II, #55 - #251
(10 Pages)

THIS DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS, made
this 23 day of April, 2004, by Carolina
Coast and Lakes, Inc, hereinafter referred to as "Declarant", the
Owner and Developer of The Shores at Land's End Subdivision;

W I T N E S S E T H

Whereas, the Declarant is the owner and developer of certain
subdivision lots, Lots #55 - #251, (hereinafter called "The Shores"
or "the Subdivision") lying adjacent to SR #1300 New Hope Road, the
Little River and the Albemarle Sound in New Hope Township,
Perquimans County, North Carolina. This realty is depicted by that
certain eighteen (18) page Subdivision Plat or Map of Survey for
the Shores at Land's End Subdivision, Phase II by Scott L. Temple
of Northeastern Surveying and Planning, RLS, entitled "The Shores
at Land's End, Phase II, a 197 Lot Subdivision", dated 04/19/2004
and recorded 5/24/04 in Plat Vol 2, Maps 120(4-8), 121(1-3), 122(1-5)
of the Perquimans County Registry. This Subdivision Plat is
incorporated herein for a more complete, accurate and detailed
description of Phase II of the Subdivision to which this
Declaration applies. Reference may be made to the Lands End /
Carolina Coast Deed recorded 08/27/2003 in Book 251, Page 852 of
the Perquimans County Registry.

And whereas, the Declarant, prior to conveying any lots in the
Phase II of the Subdivision, wishes to insure the orderly single
family residential development and continued single family

residential character of Phase II of The Shores for the benefit of the Subdivision, the Subdivision's Developer, future Subdivision Lot Owners and the Subdivision Homeowners' Association in order to promote the best interests and protect the investments of the Subdivision, its Developer and Lot Owners. In accordance with this objective these covenants are designed to promote the single family residential development, character and future use of the realty comprising The Shores at Land's End Subdivision, Phase II.

NOW, THEREFORE, the Declarant hereby declares that all of the Declarant's property which comprises The Shores at Land's End Subdivision, Phase II, as depicted on the Incorporated Subdivision Plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of promoting and protecting the single family residential nature, value and desirability of The Shores at Land's End Subdivision, Phase II, and which shall run with the property and shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of The Shores at Land's End Subdivision, Carolina Coast and Lakes, Inc., Lot Owners in the Subdivision and the Subdivision Homeowners' Association, their heirs, successors or assigns, to wit:

1. No noxious or offensive trade or activity shall be carried on upon Subdivision property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the residential neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the Developer, the Subdivision, the Subdivision Lot Owners or the Subdivision Homeowners' Association.

2. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any part of the Subdivision at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence. However, in conformity with Provision #19 below, recreational vehicles may be kept and stored on the lot so long as they are not occupied as a residence.

3. With the two exceptions set forth herein, no Subdivision property shall be used for any type of commercial, business or industrial undertaking or enterprise. The use of this property shall be restricted to single family residential purposes only. The two exceptions to this provision are as follows: -1- Any occupant of a residence constructed on the property may use an

interior room within the residence as an office, provided that the office is a private office that is not open for the reception of customers or clients and provided that the occupant resides in the home; -2- This restriction will not prevent any Subdivision support activities in conjunction with this residential Subdivision project such as a lot sales office, a homeowners' association office, maintenance areas, recreation areas, central meeting room areas and other such functions normally associated with a residential subdivision project.

4. If the Declarant, any lot owner or any other person or entity who has an interest in any property within the Subdivision, their heirs, successors or assigns violates or attempts to violate any of the covenants herein, except as hereinafter provided, it shall be lawful for the Developer or the Subdivision Homeowners' Association or any other person or persons owning any real property situated in the Subdivision to prosecute any proceeding at law or in equity against the person, persons or entity violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation. However, the Declarant is specifically excluded from any liability for monetary damages.

5. Nothing herein contained shall be construed as imposing any covenants or restrictions on any other properties or subdivisions of the Declarant. However, the Declarant expressly reserves the right to subject other properties, such as future phases of The Shores at Land's End Subdivision, to this Declaration in which case such other properties and/or phases and the owners therein shall be subject to and have the same rights and responsibilities as set forth herein.

6. No portion of the Subdivision property shall be used or maintained as a dumping ground for rubbish, trash or waste. When lot owners or persons occupying or using the property generate trash, garbage or other waste, such rubbish shall not be kept except in sanitary containers which shall be emptied and cleaned at least weekly.

7. Lot owners or occupiers shall be responsible for mowing their grass and keeping their property free of rubbish, trash, waste or junk. At all times grass shall not be allowed to grow beyond a maximum length of sixteen (16) inches in height. Should this provision be violated and such violation not abated within ten (10) days of written notice to the lot owner or occupier, the Subdivision Homeowners' Association may enter the property to mow the same to bring the lot in conformity with this provision. The cost of mowing and any action taken in regards to this provision

and its enforcement (including reasonable attorney fees) shall be an enforceable lien against the lot and shall also be a personal liability to the lot owner or occupier so as to ensure the cost thereof is refunded to the Homeowners' Association.

8. Each Lot Owner shall be a member of the non-profit incorporated The Shores at Land's End Homeowners' Association, Inc. and shall remain a member until he ceases to be a lot owner. The interest of a member in the Association or its assets cannot be transferred or encumbered except as an appurtenance of his lot. The Association shall be primarily responsible for enforcement decisions and actions regarding this Declaration; it shall also have the authority to promulgate rules and regulations to enhance or facilitate the enforcement of this Declaration and to carry on its responsibilities under its Articles of Incorporation, its Bylaws and this Declaration. As set forth in the Association Bylaws, each lot shall be entitled to two votes cast by its owner(s) in regards to Association matters voted on by the members.

9. The Homeowners' Association will be conveyed the common areas, right-of-ways, and easements as shown on the Incorporated Subdivision Plat and as described by the "Notes" on the Subdivision Plat to hold for the use and common weal of the Subdivision.

10. The Homeowners' Association shall have the authority to levy assessments on lots and/or lot owners for liability insurance, local taxes, maintenance of streets and all other common facilities and areas, and any and all such other matters as it deems appropriate. Specifically, the Association shall provide for yard maintenance of the common areas and street upkeep. Any sum assessed remaining unpaid for more than sixty (60) days shall constitute a lien upon the delinquent lot(s) and owner(s) when filed of record in the Office of the Clerk of Court of Perquimans County in the manner provided for by the North Carolina General Statutes, as amended. The lien for unpaid assessments shall also secure reasonable attorney fees incurred by the Association, its Manager, Officers or Board of Directors incident to the collection of such assessment or the enforcement of such lien. In addition to the lien provided for unpaid assessments, the owner of a lot who has failed to pay such assessment shall be held personally liable and responsible for such payment. Furthermore, the grantee of a lot shall be jointly or severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee or prospective grantee shall be entitled to a written statement from the Manager or the Secretary or Board of Directors

for the Homeowner's Association, as the case may be, setting forth the amount of unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for any unpaid assessment against the grantor in excess of the amount therein stated. Assessments shall be prorated among the lots with each lot being assessed an equal share of the common expenses.

11. In regards to the last provision, while this paragraph shall not be binding upon the Homeowners' Association, it is the recommendation of the Declarant to the Association that at the time the Declarant relinquishes control of the Subdivision the Association should initially set an annual assessment for each lot at \$300.00 per year per lot. With the closing of each lot sale from the Declarant to a buyer, the Declarant collected \$300.00 (pro-rated) at each closing which was deposited into an account for the Association.

12. 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, after which time they shall be automatically extended for successive periods of one (1) year unless and until this Declaration is rescinded by a duly adopted resolution of the Homeowners' Association Board of Directors AND a rescinding instrument signed and notarized by and for not less than seventy-five percent (75%) of the Lot Owners in the Subdivision. This Declaration may be amended at any time by a duly adopted resolution of the Homeowners' Association Board of Directors AND an amending instrument signed and notarized by and for not less than seventy-five percent (75%) of the Lot Owners in the Subdivision. No amendment shall alter any obligation to pay assessments, affect any lien for the payment of assessments or alter any rights reserved by the Developer. To be effective any rescinding instrument or amendment must be recorded in the Office of the Register of Deeds of Perquimans County.

13. With the exception set forth below, all livestock and all domesticated farm animals (including, but not limited to, fowl, cattle, and swine) shall be prohibited from all Subdivision property. However, residential occupants of the property may have dogs and cats provided they shall not disturb or annoy residents of the Subdivision and are not allowed to run free; dogs and cats shall be walked on leashes. If dogs or cats are walked outside of their home lot, the owner must scoop animal waste and dispose of the same in trash containers.

14. Loud Noises must be avoided at all times, but especially between the hours of 10:00 p.m. and 8:00 a.m.

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15. Occupiers and renters as well as owners are required to abide by these Covenants. Lot owners shall take care to provide occupiers and renters with a copy of these Declarations.

16. After conveyance of each respective lot by the Declarant, no signs or billboards shall be erected or maintained on the said lot except an appropriate "For Sale" sign (subject to Paragraph 27 below), and no trade materials or inventories may be stored upon nor, with the following exception, may any trucks or tractors be stored or regularly parked thereon. The exception shall be that privately owned, non-commercial passenger pickup trucks owned and used by an owner or renter as a primary vehicle may be parked upon lots.

17. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.

18. All lot owners are hereby granted non-exclusive easements for the purpose of ingress, egress and regress over those appropriate portions of the common areas for the lot owners and their invitees. However, lot owners and occupiers shall not leave their vehicles parked on Subdivision streets (vehicles shall only be parked in drives located within the boundaries of lots). The Homeowner's Association shall have an easement over all non-common areas for the purpose of carrying out any of its rights or duties. The granted non-exclusive easements set forth herein shall also include ingress, egress and regress over all of the water surfaces for the lakes and/or access waterways depicted on the incorporated Subdivision Plat.

19. With the two exceptions set forth herein, no mobile homes, trailers, tents, shacks or manufactured homes (whether single or double wide) may be installed on or maintained within the Subdivision. All construction on the property must conform to all Perquimans County building regulations and requirements. The two exceptions to this provision shall be that: (1) Nothing herein shall prevent Carolina Coast and Lakes, Inc. from maintaining a trailer on the property as a sales office for so long as Carolina Coast shall own any lots within the entire Subdivision (ie. all Subdivision phases) which are for sale, and (2) Nothing herein shall prevent a resident owner or a resident renter of a lot from parking in the rear of an improved lot (ie. the residence's side opposite the adjoining subdivision street, on the other side of the home from the street) a recreational camper style mobile home which is titled in the name of the resident owner or resident renter and is not used or occupied on the lot.

20. Once a Subdivision lot has been conveyed by Carolina Coast and Lakes, Inc. such lot may not be split or subdivided into smaller parcels.

21. Upon application to and approval of the Developer or the Homeowner's Association, and in accordance to such Perquimans County rules or ordinances which may be applicable, and in accordance to such provisions as required by the Homeowner's Association or Developer, two adjoining lots which have the same ownership may be combined to form a single lot. In such event the newly formed single lot shall have all of the rights and obligations of a single lot under these Declarations and the Bylaws of the Homeowners' Association.

22. Lot Improvements within the Subdivision shall be limited to single family residential dwellings with either attached or detached garages and associated non-residential outbuildings (provided such dwellings or outbuildings are of the same construction style and material of the dwelling). For all waterfront lots bordering on the Little River or Albermarle Sound, such single family residential dwelling construction shall have an enclosed, heated living space of at least 2,400 square feet, not including cellars, decks, enclosed porches and garages. For all other lots such single family residential dwelling construction shall have an enclosed, heated living space of at least 2,200 square feet, not including cellars, decks, enclosed porches and garages. Dwellings shall have at a minimum at least four (4) ridgepoles in the roof line and a minimum roof pitch ratio of 5/12. Exteriors of such construction shall be of wood and/or masonry excluding concrete block type and may be covered by exterior siding (however, excluding T111 type siding). In conjunction with the construction of a residential dwelling or thereafter the property may be further improved by the construction of out buildings which shall be of the same construction style and material as the dwelling. However, the out buildings may not be used as a dwelling or residence. Once begun, exterior construction shall be completed within twelve (12) months.

23. Use of the Subdivision property and lots therein shall be in conformity with all local, state and federal laws, regulations and rules regarding construction, usage, setbacks, improvements or environmental protection, and shall be in conformity with this Declaration and the rules and regulations adopted by the Homeowners' Association to enhance or facilitate the enforcement of this Declaration and to carry on its responsibilities under its Articles of Incorporation, its Bylaws and this Declaration. Specifically included in this provision is the right of the

Homeowners' Association to adopt, in addition to the following, any rules it deems necessary to regulate the safe usage of the access waterways and lakes in the Subdivision. These access waterways and lakes shall be subject to the following: -1- The lakes and waterways shall be subject to a no wake zone and a maximum speed limit of five (5) miles per hour; -2- Individual, personal motorized watercraft (such as jet skis) shall be prohibited from the lakes and waterways; -3- With the exception of docking platforms, the lakes and waterways shall be kept free and open of obstructions protruding from adjoining lots; -4- Persons under the age of sixteen (16) years unaccompanied by an adult shall be prohibited from operating motorized craft on the lakes and waterways; -5- Persons under the age of sixteen (16) years shall not operate the mechanized boat ramp access system at the end of the waterways to access the public waters; -6- Persons over the age of sixteen (16) years who use the mechanized boat ramp access system to access the public waters shall do so in conformity with all safety rules promulgated for such use and/or distributed to residents and/or posted at the access system; -7- Consumption of alcohol on the lakes and waterways or use of the lakes, waterways or mechanized boat ramp access system by persons who are legally intoxicated shall be prohibited; -8- All use of the lakes, waterways and the mechanized boat ramp access system shall be at the risk of the user and no liability for such usage shall attach to the Developer/Declarant, the Subdivision or the Homeowners' Association; -9- Docking platforms may be constructed on the surface of the waters of the lakes and/or waterways by lot owners who own lots adjoining the waters. However, such platforms may not extend out more than five (5) ft. perpendicular from the lot owner's shoreline.

24. All of the property composing The Shores at Land's End Subdivision, Phase II is depicted upon the Incorporated Subdivision Plat or Map of Survey and is subject to all matters shown on the Incorporated Map of Survey. Each lot shall be conveyed subject to all drainage easements, setbacks, street right-of-ways, wetland delineations and all other matters depicted on the Incorporated Subdivision Plat or Map of Survey or described by the Plat's "Note" section.

25. The Declarant's rights, duties and obligations hereunder shall cease when the Declarant relinquishes control of the entire Subdivision (ie. all of the phases in the Subdivision) to the Homeowner's Association.

26. "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of (i) five (5) years after the date of the first conveyance of a lot to an owner

other than the Declarant; (ii) 120 days after conveyance of eighty-five percent (85%) of the lots (including any lots which may be created pursuant to special declarant rights) in the entire Subdivision (ie. all subdivision phases) to a lot owner other than the Declarant; (iii) two years after Declarant has ceased to offer lots for sale in the ordinary course of business; or (iv) the date upon which Declarant voluntarily surrenders control of the development. Declarant reserves the following special declarant rights for the entire Property, which shall be exercisable during the period of Declarant control:

(A) To complete any and all improvements indicated on the plats and plans;

(B) To construct and maintain any sales office, management office or model on any of the lots or on any of the common elements shown on the plat;

(C) To alter the size of any lot, combine or merge two or more lots, and subdivide any lot;

(D) To appoint and remove any and all board members of the Homeowners' Association during the period of declarant control.

Subject to the initial period of declarant control as set forth in this Declaration, nomination for election of the Board of Directors of the Homeowners' Association shall be made from the floor at the annual meeting. Election shall be by secret written ballot and by a majority of the lot owners when a quorum is present. For this context a quorum shall be as set in the Bylaws; a quorum shall consist of members present, in person or by proxy, entitled to cast at least fifty (50%) of the total votes in the Association. Cumulative voting is not permitted. At the first annual meeting following the termination of Declarant control, board members shall be elected as set forth in the Bylaws.

27. Without written permission from the Developer, a lot owner shall not advertise in a newspaper, on the internet or by placement of a sign an unimproved lot as being for sale unless and until the Declarant has sold all of the lots within the entire Subdivision (ie. all of the Subdivision phases). For purposes of this provision a lot shall be considered improved only upon the completion of a single family residence ready and certified for occupancy.

28. All lot owners shall be responsible for clearing any and all obstructions (such as fallen trees) which intrude or protrude from their individual lot onto or into any common area of this Phase II of the Subdivision, including the surface of the lakes or waterways. Should a lot owner fail to remove such obstruction from a common area the Homeowners' Association shall have the authority

to remove such obstruction and any and all costs associated with such removal shall be taxed to and collected from the said lot owner.

IN WITNESS WHEREOF, the Carolina Coast and Lakes, Inc. has caused this Declaration to be executed by its duly authorized officer the day and year first above written.

Carolina Coast and Lakes, Inc.,
a North Carolina Corporation



William T. Pearson
President

NORTH CAROLINA,

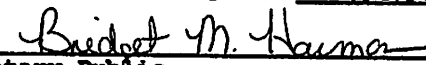
Pitt County

I, Bridget M. Harmon, a Notary Public of the County and state aforesaid, certify that William T. Pearson, in his capacity as President of Carolina Coast and Lakes, Inc. appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of and as the act of the said corporation.

Witness my hand and official stamp or seal, this 23 day of

April, 2004.

My Commission expires: 7/23/2005



Notary Public



NORTH CAROLINA, PERQUIMANS COUNTY

The foregoing Certificate of Bridget M. Harmon, Notary Public for Pitt County, NC, is 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.

DEBORAH S. REED, REGISTER OF DEEDS FOR PERQUIMANS COUNTY

By Donna H. Phelps Deputy