

BOOK 279 PAGE 84 MAY 23 1979 4 43

STATE OF NORTH CAROLINA)
)
COUNTY OF DARE)

ALVA G. WISE
REGISTER OF DEEDS
DARE COUNTY, N.C.
SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that this Second Amendment to Declaration of Covenants, Conditions and Restrictions, is made and entered into on this 23rd day of April, A.D., 1979, by SANDERLING HOMES ASSOCIATION, INC., a North Carolina non-profit corporation with its principal office in Manteo, North Carolina (hereinafter referred to as the "Association").

W I T N E S S E T H:

WHEREAS, the Association is the entity charged with the powers of maintaining and administering the Community Properties and facilities and with administrating and enforcing the covenants, conditions and restrictions of, and collecting and disbursing the assessments and charges created by, the Declaration of Covenants, Conditions and Restrictions dated July 26, 1977, and recorded in Book 248 at page 661, et seq. in the Office of the Register of Deeds of Dare County, North Carolina, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions, dated October 27, 1977, and recorded in Book 253 at page 281, et seq. in the Office of the Register of Deeds of Dare County, North Carolina (both of said documents being hereinafter referred to collectively as the "Declaration");

WHEREAS, a Special Meeting of the Members of the Association (being the Owners of Lots constituting the Properties) was held, after due notice, on April 21, 1979; and at such meeting more than two-thirds of the Members consented to the amendments to the Declaration hereinafter set forth.

NOW, THEREFORE, in accordance with the provisions of Article Nine of the Declaration, the Association does hereby make the following amendments to the Declaration:

(1) Article Four (a) entitled "Permissible Uses" is hereby deleted in its entirety and inserted in its place and stead is the following Article Four (a):


Permissible Uses. No Lot shall be used except for residential purposes, and no building of any type shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling which shall comply with any applicable zoning regulations; however, portions of any Lot may be used for joint driveway (access) purposes for the benefit of adjoining Lots as shown on any recorded subdivision

map of the Properties, or any portion thereof. A building may be constructed on a Lot and have a common party wall, or walls, with a building located on a contiguous Lot (thereby having a zero lot line setback); however, any such buildings must be permitted by applicable zoning, health and sanitation regulations. When construction of any building has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof."

(2) Article Five, Section 3 entitled "Control of the Association and Board of Directors" is hereby deleted in its entirety and inserted in its place and stead is the following Article Five, Section 3:

"Section 3. Additional Lots Made Subject to this Declaration and Control of the Association and Board of Directors. The existing Properties contain eighty six (86) Lots and the Developer presently contemplates adding to the Properties forty five (45) additional Lots pursuant to supplemental declarations. Any such additional Lots submitted to the terms and conditions of this Declaration pursuant to any supplemental declarations shall be owned by the Developer or RDC, Inc. The voting rights of the Developer and RDC, Inc., by virtue of Lots owned by the Developer and RDC, Inc., and made subject to this Declaration shall not be greater than one-half of the total voting rights outstanding in membership, and a majority of the Board shall be composed of owners other than the Developer and RDC, Inc., or representatives of the Developer and RDC, Inc."

IN WITNESS WHEREOF, the Association has caused this Second Amendment to Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, and has obtained and attached the written consent of more than two-thirds of the Owners (Members of the Association) and fifty-one percent of the holders of first mortgages or deeds of trust against the Properties, in accordance with Article Nine of the Declaration.


Betty L. Lovell
ASST. Secretary

SANDERLING HOMES ASSOCIATION, INC.

By: *John C. Whitaker, Jr.*
President

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

This 23rd day of April, 1979, personally came before me, Brenda G. Morris a notary public, Betty W. Kinville who, being by me duly sworn, says that ~~he~~/she knows the corporate seal of SANDERLING HOMES ASSOCIATION, INC., and is acquainted with John C. Whitaker, Jr. who is the President of said corporation, and that ~~he~~/she, the said Betty W. Kinville is the Asst. Secretary of the said corporation, and saw the said President sign the foregoing or annexed instrument, and saw the said corporate seal of said corporation affixed to said instrument by said President, and that ~~he~~/she, the said Betty W. Kinville signed ~~his~~/her name in attestation of the execution of said instrument in the presence of said President of said corporation.

Witness my hand and notarial seal or stamp this the 23rd day of April, 1979.

Brenda G. Morris
Notary Public

My Commission Expires:

June 15, 1981

BRENDA G. MORRIS, Notary Public
Forsyth County, North Carolina
My Commission Expires June 15, 1981

NORTH CAROLINA

DARE COUNTY

The foregoing certificate of Brenda G. Morris, a Notary Public of Forsyth County, North Carolina, 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.

5.30.79

Alva G. Wise
REGISTER OF DEEDS
BY: Margaret O. Kinard
ASSISTANT REGISTER OF DEEDS

STATE OF NORTH CAROLINA)
)
COUNTY OF DARE)

FOURTH SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that this Fourth Supplement to Declaration of Covenants, Conditions and Restrictions, is made and entered into on this the 2nd day of May, A.D., 1979, by VENTURE MANAGEMENT INCORPORATED, a Georgia corporation qualified to do business in the State of North Carolina, hereinafter referred to as "Developer", and RDC, INC., a Delaware corporation qualified to do business in the State of North Carolina, hereinafter referred to as "Owner";

W I T N E S S E T H:

WHEREAS, Owner is the holder of fee title to the real property described in Exhibit A, attached hereto and incorporated herein by reference, of this Fourth Supplement to Declaration of Covenants, Conditions and Restrictions (hereinafter called "Fourth Supplement"), and Owner desires to submit the real property described in Exhibit A (hereinafter called the "Property") to the provisions, terms and conditions of (a) the Declaration of Covenants, Conditions and Restrictions dated July 26, 1977, and recorded in the Office of the Register of Deeds of Dare County, North Carolina in Book 248 at page 661, et seq. (b) the First Amendment to Declaration of Covenants, Conditions and Restrictions dated October 27, 1977, and recorded in the Office of the Register of Deeds of Dare County, North Carolina, in Book 253 at page 281, and (c) the Second Amendment to Declaration of Covenants, Conditions and Restrictions, dated April 23, 1979, and recorded in the Office of the Register of Deeds of Dare County, North Carolina in Book 279 at page 84, et seq. (all of said instruments being hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article One of the Declaration additional real property may become subject to the Declaration by recordation of supplemental declaration(s) by the Developer wherein any such real property is specifically made subject to and governed by all or a portion of this Declaration, and by any such action of the Developer the rights of all original and additional members of the Association, as defined in the Declaration, shall be uniform;

WHEREAS, the Developer and the Owner are willing to and desirous of subjecting the Property to the terms, conditions and provisions of the Declaration, so that such Property shall be governed by all of the covenants, conditions, restrictions rights and obligations contained in the Declaration;

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NOW, THEREFORE, in consideration of the premises and the benefits accruing to the Owner, the Developer and the Owner specifically declare that the Property is and shall be held, transferred, sold, conveyed and occupied subject to and governed by all the terms and provisions of the covenants, conditions, restrictions, rights and obligations contained in the Declaration and any amendment thereto; provided further, that the Property is hereby made subject to the provisions of Sections 1, 2 and subparagraphs (a), (b), and (c) of Section 3 of Article Four A contained in the First Amendment to Declaration of Covenants, Conditions and Restrictions, mentioned hereinabove, which provisions are set forth verbatim herein below:

"ARTICLE FOUR A

ARCHITECTURAL CONTROL

Section 1. Purposes. The Developer desires to provide for the preservation of the values in the community known as Sanderling with respect to any improvements to be constructed on the Lots constituting a portion of The Properties, and to that end, desires to establish an Architectural Control Committee in order to provide and maintain certain standards as to harmony of external design and location in relating to surrounding structures and topography.

Section 2. Architectural Control. Unless expressly authorized in writing by the Architectural Control Committee (the "Committee") no building, fence, wall, driveway or other structure nor any exterior addition or alteration to any existing structure, nor any clearing or site work shall be commenced, erected or maintained upon The Properties, until plans and specifications therefor showing the shape, dimensions, materials, basic exterior finishes and colors, location on site, driveway, parking, well, septic tank and drain field, floor plan and elevations therefor (all of which is hereinafter referred to as the "Plans"), shall have been submitted in duplicate to and approved in writing, as to harmony of external design and location in relation to any surrounding structures and topography, by the Committee. The Committee shall have the absolute and exclusive right to refuse to approve any such plans and specifications which are not suitable or desirable in the opinion of the Committee for any reason, including purely aesthetic reasons which in the sole and uncontrolled discretion of the Committee shall be deemed sufficient; provided that the Committee shall not refuse to approve any plans and specifications which are substanti- similar to any other plans and specifications which previously have been approved for or constructed on any other lot.

3. Architectural Control Committee.

(a) Membership. The Committee shall be composed of three (3) persons, who need not be Members of the Association, appointed by the Board. A majority of the Committee may designate a representative to act for it. In the event of death, resignation, or removal by the Board of any member of the Committee, the Board shall have full authority to designate a successor. Unless otherwise approved by the Association, neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Association shall keep, or cause to be kept, a list of the names of the persons who form the Committee and a list of the names of any designated representatives of the Committee, and such list shall be available to any Owner.

(b) Procedure. At least thirty (30) days prior to the commencement of any construction, the Plans shall be submitted to the Committee. The Committee's approval, disapproval or waiver as required in these covenants shall be in writing, and the decision of a majority of the Committee, in case of any disagreement among the Committee Members, as to the approval, disapproval or waiver by the Committee, shall be controlling. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after Plans have been received by it, whether before or after construction has commenced, approval by the Committee will not be required and the related covenants and conditions of this Declaration shall be deemed to have been fully complied with; furthermore, in the event any construction is commenced on any Lot without submission to the Committee of the Plans with respect thereto and no action or suit is instituted against the owner of such Lot by the Association, or any owner of any other Lot constituting a portion of The Properties, within ninety (90) days after the foundation of any building constructed on any such Lot is completed, then and in any such event approval by the Committee will not be required and the related covenants and conditions of the Declaration shall be deemed to have been fully complied with.

(c) Control of Committee. Within three (3) years from the date of the first sale of a Lot by the Developer or when thirty percent (30%) of the Lots have been sold by the Developer, whichever occurs first, at least a majority of the Members of the Committee shall be composed of Owners other than the Developer or a representative of the Developer."

IN WITNESS WHEREOF, the Developer and the Owner have caused this Fourth Supplement to Declaration of Covenants, Conditions and Restrictions to be executed by their duly authorized officers and their respective corporate seals to be hereunto affixed, all pursuant to authority duly granted, this the 2nd day of May 1979.

OWNER:

RDC, INC.

By: William E. Hollan, Jr.
William E. Hollan, Jr., President

ATTEST:

William B. Slane
Secretary

DEVELOPER:

VENTURE MANAGEMENT INCORPORATED

By: John C. Whitaker, Jr.
John C. Whitaker, Jr., President

ATTEST:

John W. Linnell
Asst. Secretary

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

This 2nd day of May, 1979, personally came before me, Shirley W. Marshall, a notary public, Melvin G. Sloan who, being by me duly sworn, says that he knows the Common Seal of RDC, Inc., and is acquainted with William E. Hollan, Jr. who is the President of said Corporation, and that he, the said Melvin G. Sloan is the Secretary of the said Corporation, and saw the said President sign the foregoing or annexed instrument, and saw the said Common Seal of said Corporation affixed to said instrument by said President, and that he, the said Melvin G. Sloan signed his name in attestation of the execution of said instrument in the presence of said President of said corporation.

WITNESS my hand and notarial seal or stamp this the 2nd day of May, 1979.

SHIRLEY W. MARSHALL, Notary Public
Forsyth County, North Carolina
My Commission Expires May 28, 1983

Shirley W. Marshall
Notary Public

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

This 3rd day of May, 1979, personally came before me, Gail Turner, a notary public, Betty W. Linville who, being by me duly sworn, says that she knows the common seal of Venture Management Incorporated, and is acquainted with John C. Whitaker, Jr. who is the President of said Corporation, and that she, the said Betty W. Linville is the Asst. Secretary of the said Corporation, and saw the said President sign the foregoing or annexed instrument and saw the said Common Seal of said Corporation affixed to said instrument by said President, and that she, the said Betty W. Linville signed her name in attestation of the execution of said instrument in the presence of said President of said Corporation

WITNESS my hand and notarial seal or stamp this the 3rd day of May, 1979.

My Commission Expires:

August 30, 1981



Gail Turner
Notary Public

EXHIBIT A

Lying and being in Atlantic Township, Dare County, North Carolina, and beginning at a point in the west right of way line of a cul-de-sac known as Bunting Lane, said point being the northernmost corner of Lot 86 as shown on a map of Sanderling Phase 3, recorded in Plat Cabinet A, Slides 103 and 104 in the Office of the Register of Deeds of Dare County, North Carolina; running thence with a northwest line of said Lot 86 South 57° 32' 54" West 248.86 feet to a point in the east right of way line of North Carolina State Route 1200, as relocated; running thence with the east right of way line of State Route 1200, as relocated, in a northerly direction 1155.17 feet, more or less, to a point located at the westernmost terminus of the north right of way line of Blue Heron Lane; running thence with the north right of way line of Blue Heron Lane, first eastwardly and then northwardly 374.90 feet to a point in the west right of way line of Blue Heron Lane; running thence with the present northern termination of Blue Heron Lane (which is to be extended in the future) northeastwardly 60 feet, more or less, to a point in the northern termination of the eastern right of way line of Blue Heron Lane; running thence with said right of way line of Blue Heron Lane in a southerly direction, on a curve to the right, 97.58 feet to a point, a corner with Lot 105 of Sanderling Phase 4; running thence on four lines with said Lot 105 South 68° East 86.45 feet to a point, North 67° East 60 feet to a point, North 22° East 100.41 feet to a point, and North 67° East 205 feet to the northernmost corner of said Lot 105; running thence North 67° East 55 feet, more or less, to a point in the mean high water line of the western edge of the Atlantic Ocean; running thence with the mean high water line of the western edge of the Atlantic Ocean in a southeasterly direction 754 feet, more or less, to a point located in the mean high water line of the western edge of the Atlantic Ocean and being the northernmost corner of Phase 3; and running thence with a northwest line of said Phase 3 South 67° 20' 34" West 55 feet, more or less, to a point located at the northernmost corner of an 8' Community Beach Access which adjoins the northwest property line of Lot 75 as shown on a map of Sanderling Phase 3 recorded in Plat Cabinet A, Slides 103 and 104 of the Dare County Registry; running thence with the northwest line of said 8' Community Beach Access shown on a map of Sanderling Phase 3 South 67° 20' 34" West 269.12 feet, more or less, to a point in the east right of way line of Bunting Lane, the southernmost corner of Lot 97 as shown on a map of Sanderling Phase 4; running thence with the east right of way line of Bunting Lane in a northerly direction 16.71 feet to a point in said Bunting Lane; and running thence with the right of way lines of that portion of Bunting Lane forming a cul-de-sac adjoining Lots 94, 95, 96, 99, 98 and 97 of Sanderling Phase 4, first in a northerly and then in westerly and southerly directions (said curve having a radius of 55 feet) 241.29 feet to a point in Lot 94 and in the northwesterly right of way line of Bunting Lane; continuing with said northwesterly and northerly right of way lines of Bunting Lane, first in a southerly and then in a westerly direction 541.71 feet, more or less, to a point in the north right of way line of Bunting Lane and in the south line of Lot 90 as shown on a map of Sanderling Phase 4; and continuing with said north right of way line of Bunting Lane as it forms a cul-de-sac bounded by Lots 90, 89, 88 and 87 of Sanderling Phase 4, first in a westerly and then in a southerly direction with the right of way line of said cul-de-sac (which has a radius of 50 feet) 140.56 feet to the point and place of beginning, and containing 18.23 acres, as shown on an unrecorded plat by Quible & Associates, Incorporated, entitled "Sanderling Phase 4, Lots 87-122".