

**DECLARATION
OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
MARTIN'S POINT**

**NORTH CAROLINA
DARE COUNTY**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants, Conditions and Restrictions, made and entered into on this 1st day of June, A.D., 1982, by MARTIN'S POINT, INC., a North Carolina corporation, hereinafter referred to as Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article One of this Declaration and desires to create thereon a residential community (the "Development") with Common Areas for the benefit of the community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the Development and for the maintenance of the Common Areas and, to this end, desires to subject the real property described in Article One to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is, and are, for the benefit of said real property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of values and amenities in the Development, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Areas and administering and enforcing the covenants, conditions and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of North Carolina a non-profit corporation, Martin's Point Homeowners Association, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article One, and such additions thereto as may hereafter be made pursuant to Article One hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the terms and provisions of the covenants, conditions, restrictions, charges and liens (sometimes referred to herein as "covenants and restrictions" or "this Declaration") hereinafter set forth.

ARTICLE ONE¹
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dare County, North Carolina, and is more particularly described in Schedule "A," attached hereto (see page 16) and incorporated herein by reference.

ARTICLE TWO

DEFINITIONS

Section 1.

The following words when used in this Declaration or any supplemental Declaration (unless the context shall require otherwise) shall have the following meanings:

- (a) "Association" shall mean and refer to the Martin's Point Homeowners Association, Inc.; and "By-laws" shall mean and refer to the By-laws of the Association.
- (b) "Board" shall mean and refer to the Board of Directors of the Martin's Point Homeowners Association, Inc.
- (c) "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties labeled as "Common Areas" or shown as streets or roads.
- (d) "Front Lot Line" shall mean the line separating said Lot from those streets that are the front streets. Martin's Point Road, Creek Road, Mill Point Road and Martin's Point West (now Currituck Road), as shown on the plats to which this Declaration is applicable, are deemed to be front streets.
- (e) "Living Area" shall mean and refer to those heated and/or air-conditioned areas within a Living Unit which shall not include garages, carports, porches, patios or storage areas.
- (f) "Living Unit" shall mean and refer to any building or portion of a building, situated upon any Lot, which is a part of The Properties, designated and intended for use and occupancy as a residence by a single family.
- (g) "Lot" shall mean and refer to any plot of land within The Properties shown upon any recorded subdivision map of The Properties, or any portion thereof, with the exception of Common Areas as heretofore defined.
- (h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article Five, Section 1, hereof.
- (i) "Mobile Home" shall mean and refer to a modular unit, including double wide and triple wide units, built on a chassis, designed to be used as a dwelling, with or without a permanent foundation.
- (j) "Owner" shall mean and refer to each Owner of record of any Lot situated upon The Properties, whether such interest be fee simple, as land contract vendee, or otherwise, but notwithstanding any applicable theory of any lien or mortgage law, shall not mean or refer to any mortgagee or deed of trust beneficiary or trustee, unless and until such mortgagee, trust beneficiary or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (k) "The Properties" shall mean and refer to all real properties as are subject to this Declaration under the provisions of Article One hereof.
- (l) The "Developer" shall mean and refer to Martin's Point, Inc. ("MPI") and any person or entity who is specifically assigned the rights and interests of MPI hereunder, subject to the prior assignment of those interests for security by deed of trust recorded at Book 322, Page 175, Dare County Registry, and in the event that deed of trust is foreclosed, the purchaser of the security shall be the Developer. [Note: MPI ceased to exist as of July 14, 1989.]
- (m) "Common Expense" shall mean and refer to expenses defined as Common Expenses by the provisions of the Bylaws.

ARTICLE THREE
GENERAL PROVISIONS

Section 1. Duration¹

The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of, and be enforceable by the Association or any Owner, its and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices.

Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, Certified Mail, Return Receipt Requested, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Owner shall be responsible to notify Association of any change in address. Notice to any one of the Owners, if title to a Lot is held by more than one, shall constitute notice to all Owners of a Lot.

Section 3. Enforcement¹

Enforcement of these covenants and restrictions shall be by an appropriate civil proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, which action may be maintained by the Association or any Owner; and failure by Association or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 4. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE FOUR
RESTRICTIONS ON USE AND RIGHTS OF THE
ASSOCIATION AND OWNERS

- (a)¹ 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 and accessory building (for storage or other purpose), bulkhead, bridge, dock, fence, garage, gazebo, swimming pool, tennis court or wall, for the private use of the occupant, which shall comply with any applicable zoning regulations. The dwelling shall be constructed prior to or simultaneously with any of the other permitted structures listed above. No Lot shall be used for access to any adjoining Lot or other property. When an Owner acquires two or more adjoining Lots, then and in that event, the adjoining one or more Lots may be used as one building site and the side Lot lines and easements referred to herein shall apply to the outside perimeter line of the combined Lots. Each building erected upon said Lot shall be completed within twelve (12) months after commencing construction, except where completion is, in the opinion of the Association impossible or would result in severe hardship to the Owner or the builder, due to causes not in his or their control.
- (b)¹ Utilities and Easements. All utility lines of every type, including but not limited to water, electricity, telephone, sewage and television cables, must be underground. The Association reserves unto itself, its successors and assigns, a perpetual alienable and

releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone systems, cable television service and conduits for the purpose of bringing public services to The Properties, on, in or over fifteen (15) feet of each Lot line fronting on a street, five (5) feet along the side lines of each Lot, and five (5) feet along the rear line of each Lot, and such other areas as are shown on any recorded plats of The Properties, provided that there shall be no easement adjacent to the rear line of Lots bordering on The Currituck Sound or Jean Guite Creek; provided further, that the Association may cut, at its own expense, drainways for surface water wherever and whenever such action is required by applicable health or sanitation authorities in order to maintain reasonable standards of health, safety and appearance. The Association reserves unto itself a fifteen (15) foot easement surrounding all ponds and wet areas, as same are designated on any recorded plats to which this Declaration is applicable, for the purpose of protection of said areas from erosion and the implementation of adequate draining and circulation of said ponds and wet areas. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, take or add any soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation, to facilitate stormwater maintenance or to maintain reasonable standards of health, safety and appearance. **(See important note at end of document)** ¹⁰

- (c)² Minimum Square Footage and Setback Requirements. In no event shall any residential building located on a Lot contain less than one-thousand-eight-hundred (1,800) square feet of Living Area. No building, including porches, eaves, steps and similar fixtures, shall be located on any Lot within forty (40) feet of the front lot line, nor closer than twelve and one-half (12½) feet from the sidelines thereof, nor closer than twenty-five (25) feet from the rear property line. In the case of a side property line which abuts a street, the minimum setback shall be twenty (20) feet.
- (d) Temporary Structures and Limitations on Use. No structure of a temporary character shall be placed upon any portion of The Properties at any time. Temporary shelters, tents, travel trailers, campers or self-propelled mobile homes may not at any time be used as a temporary or permanent residence. Campers, travel trailers, boat trailers, self-propelled mobile homes and other vehicles of that nature may be stored on a Lot, provided they do not constitute a visual nuisance and are stored in compliance with the setback requirements of sub-paragraph (c) above. No mobile homes shall be permitted to remain on any portion of The Properties, either temporarily or permanently.
- (e)¹ Driveways, Aprons and Culverts. Before commencing construction of improvements or clearing of any Lot, other than by hand, the Owner shall install a temporary driveway, no more than eighteen (18) feet wide, to provide entry to the construction site from the road. Prior to the issuance of a Certificate of Occupancy, the Owner shall replace the temporary driveway with a permanent driveway incorporating (1) an asphalt, brick or concrete apron, extending from the roadway edge to the lot line and (2) a 16-gauge corrugated steel, pre-cast reinforced concrete or smoothbore corrugated polyethylene culvert, placed under the apron in the existing roadside swale. The width of the apron and permanent driveway shall be approved, prior to construction, by the Association. The culvert shall have a minimum inside diameter of fifteen (15) inches, shall not extend more than three (3) feet beyond each side of the apron, shall be installed so as not to impede drainage and shall be kept open.
- (f) Debris. No garbage, trash, construction debris or other unsightly or offensive materials shall be placed upon any portion of The Properties, except as is temporary and incidental to the bona fide improvement of any portion of The Properties.
- (g) Sewage Disposal. Prior to the occupancy of any Living Unit located on The Properties, proper and suitable provisions shall be made by the Owner for the disposal of sewage by means of a septic tank or tanks constructed on such Lot, or other governmentally

approved disposal system. No sewage disposal system shall be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Each septic tank and the nitrification field relating thereto shall be maintained in good condition so that its use and existence shall not constitute a nuisance to any other Owner.

- (h) Trees and Foliage. In order to preserve a desirable beauty and prevent purchasers of those Lots and lands from the massive destruction of trees, the plan for cutting trees on the Lots shall be submitted in writing and approved by the Association.
- (i) Unightly Conditions. It is the responsibility of each Owner to prevent any unclean, unsightly or unkempt conditions of buildings or grounds on a Lot of any Owner which shall tend to substantially decrease the beauty of The Properties specifically and as a whole.
- (j) No Offensive Activity. No noxious or offensive activity shall be carried on upon any portion of The Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner, Tenant or guest thereof, in any portion of The Properties. No wastewater shall be discharged in any portion of the Properties.
- (k) Animals and Pets. Except as otherwise permitted herein, or in supplementary declarations hereto, no plants, animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other Lots by any Owner, Tenants and guests thereof, may be maintained. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- (l) Discharge of Firearms. Hunting and trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows within The Properties is prohibited unless required for public safety.
- (m) Docks, etc. No Owner of any Lot shall erect or maintain a private dock, dam or similar structure on any Common Areas such as lakes, ponds or waterways.
- (n) Signage. No sign or any kind of advertising device shall be displayed to the public view on any Lot except one (1) sign of not more than four-hundred-thirty-two (432) square inches with the name and address of Owner or advertising the property for sale; and all other signs on any Lots must be approved in writing by the Association.

ARTICLE FIVE¹

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION AND BOARD OF DIRECTORS

Section 1. Membership.

There shall be two classes of members: (1) Members and (2) Associate Members. Each Owner shall be a Member of the Association. If not otherwise a Member, each of the following shall be an Associate Member of the Association: the spouse and children, or legal wards, of a Member who have the same principal residence as the Member.

Section 2. Voting Rights.

The Association shall have one (1) class of voting membership, and Members shall be entitled to one (1) vote for each Lot in which they hold an interest required for membership by Section 1 of this Article. When more than one person or entity holds such an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as set forth in the By-laws.

ARTICLE SIX
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment.

Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas.¹

Legal title to the Common Areas is retained by the Association, having been conveyed by the Developer to the Association by Deed of Trust dated July 14, 1989, recorded at Book 636, Page 0709, Dare County Registry.

Section 3. Extent of Members' Easements.¹

The rights and easements of enjoyment created herein shall be subject to the following:

- (a) The right of the Association, as provided in its Articles and By-laws, to suspend the rights to use the Common Areas of any Owner for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any published rules and regulations; and
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas (which includes streets and roads) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast fifty-one percent (51%) of the total number of votes of all Members has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

ARTICLE SEVEN
COVENANT FOR PAYMENT OF ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments.¹

Each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made.

Upon filing with the Dare County Register of Deeds, each such lien shall be prior to all other liens except the following: (1) Assessments, liens and charges for real estate taxes due and unpaid on the Lot; and (2) All sums unpaid on Deeds of Trust, Mortgages and other encumbrances duly of record against the Lot prior to the docketing of the aforesaid lien. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments.³

The assessments levied by the Association shall be exclusively for the purpose of promoting the health, enjoyment, safety or welfare of the Owners of The Properties and in particular for the improvement and maintenance of properties and facilities devoted to the purpose and related to the use and enjoyment of the Common Areas and of the homes situated

upon The Properties, all of which shall be common expenses, as detailed in Article VI, Section 4 of the By-laws, which provision is attached to this Declaration and incorporated by reference.

Section 3. Annual Assessment.¹

The annual assessment for each Lot shall be established by the Board of Directors in accordance with the provisions of the By-laws. The total assessment payable by an Owner may be divided into such installments as the Board shall deem appropriate, but until notice from the Board to the contrary is received, the Owner of each Lot shall pay his or its proportionate share as herein determined on an annual basis, in advance.

Section 4. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or re-construction, unexpected repairs or replacement of any capital improvement (including, without limiting the generality thereof, any lake, waterway or pond) located upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all the Members at a meeting duly called for this purpose. Normal road maintenance shall not require a special assessment.

Section 5. Date of Commencement of Annual Assessments: Due Dates.¹

The annual assessments provided for in Section 3 of this Article shall commence on the first day of the month next succeeding the month the Owner acquires title to a Lot, and shall be levied for the balance remaining in the calendar year in an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that calendar year bears to twelve (12). The assessments for any year shall become due and payable, upon fifteen (15) days notice from the Board as to the amount of such annual assessment, on the first day of January of each year. The due date of any special assessment under Section 4 hereof or any assessment against any particular Lot, or Lots, permitted by this Declaration shall be fixed in the resolution authorizing such assessment.

Section 6. Certification of Assessments.

The Association shall, upon demand, furnish at any time to any Owner liable for said assessment, prospective purchaser or lending institution, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien, Remedies of Association.

If the assessments are not paid on the date due (being the dates specified in Section 5 of this Article), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot, or Lots, which shall bind such Lot, or Lots, 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 and shall not pass to his successors in title unless expressly assumed by them. 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 of interest set by the Board, not to exceed the maximum rate permitted by law and the Association may bring appropriate civil action against the Owner personally obligated to pay the same or to foreclose the lien against any such Lot, or Lots, and there shall be added to the amount of such assessment to be collected upon foreclosure, the costs of such action and reasonable attorney's fee or other cost incurred by the Association. In the event a judgment is obtained

against any Owner for such assessments, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 8. Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all Common Areas as defined in Article Two hereof; and (b) all properties exempted from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions of this Section 8, no Lot or any Living Unit located thereon shall be exempt from said assessments, charges or liens.

ARTICLE EIGHT
ARCHITECTURAL CONTROL

Section 1. Purposes.¹

The Association desires to provide for the preservation of the values in the community known as Martin's Point 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/or topography.

Section 2. Architectural Control.¹

Unless expressly authorized in writing by the Architectural Control Committee (the "Committee") no dwelling, driveway, or other permitted structure as provided for in Article Four, paragraph (a), 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 specification 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 hereafter 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.

Section 3. Architectural Control Committee.

- (a)² Membership. The Committee shall be composed of at least 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)¹ 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, or any change to approved plans, 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 one-hundred-eighty (180) days after issuance of a Certificate of Occupancy by Dare County, or within one-hundred-eighty (180) days of discovery of the unapproved construction or change by the Association Board, whichever is later, 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.

ARTICLE NINE¹

AMENDMENT OF DECLARATION

This Declaration may be amended by a majority vote of the Owners. If any amendment to the Declaration creates an inconsistency in the By-laws, to the extent such inconsistency exists, the Declaration shall control. No amendment to this Declaration shall be effective until recorded in the Office of the Register of Deeds of Dare County, North Carolina.

ARTICLE TEN

CAPTIONS, INTRODUCTIONS AND GENDER

The captions and introductory material herein are inserted only as a matter of convenience and or reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof. The use of masculine gender in this Declaration shall be deemed to refer to the feminine and neuter genders, and the use of the singular shall be deemed to refer to the plural, and the use of the plural shall be deemed to include the singular, whenever the context so required.

SCHEDULE "A"

Lots 1 through 72, Block I, 1 through 15, Block II, 1 through 15, Block III, 1 through 14, Block IV, 1 through 24, Block V, and 1 through 34, Block VI, as shown on that certain plat entitled "Martin's Point, Section One," prepared by Professional Land Services, Inc., dated May 30, 1982, which plat is recorded in Plat Cabinet B, Slides 82, 83, 84, 85, 86 and 87, Dare County Registry, said plat being incorporated herein by reference for a more complete and precise description.

⁴ Lots 1 through 73, Block I, Lots 1 through 25, Block II and Lots 1 through 18, Block III, as shown on that certain plat entitled "Martin's Point, Section Two," prepared by Professional Land Services, Inc., dated December 17, 1982, which plat is recorded in Plat Cabinet B, Slides 159, 160, 161 and 162, Dare County Registry, said plat being incorporated herein by reference for a more complete and precise description.

⁵ Lots 1 through 4, as shown on that certain plat entitled "Martin's Point, Section Five," prepared by Quible and Associates, Inc., dated June 4, 1984, which plat is recorded in Plat Cabinet B, Slides 246 and 247, Dare County Registry, said plat being incorporated herein by reference for a more complete and precise description.

⁶ Lots 1 through 4, as shown on that certain plat entitled "Revised Plat Martin's Point, Section Five," prepared by Quible and Associates, Inc., dated June 4, 1984, which plat is recorded in Plat Cabinet B, Slides 270 and 271, Dare County Registry, said plat being incorporated herein by reference for a more complete and precise description.

⁷ Lots 1 through 21, Block I, Section Four, Lots 1 through 14, Block II, Section Four, and Lots 1 through 26, Block I, Section Three, Lots 1 through 14, Block II, Section Three, Lots 1 through 14, Block III, Section Three, as shown on that certain plat entitled "Martin's Point, Section

III, Blocks I, II, and III, Section IV, Blocks I and II,” prepared by Quible and Associates, Inc., dated April 9, 1985, which plat is recorded in Plat Cabinet B, Slides 332, 333, 334, 335 and 336, Dare County Registry, said plat being incorporated herein by reference for a more complete and precise description.

⁸ Lots 1-34, Block VI, Section One and Lots 1-29, Block I, Section Two, as shown on that certain plat entitled “Martin’s Point, Lot Revision; Block VI, Section I, Lots 1-34 and Block I, Section Two, Lots 1-29” prepared by Triangle Engineering Services, Inc., dated January 25, 1984, which plat is recorded in Plat Cabinet B, Slides 327, 328, 329, 330 and 331, Dare County Registry, said plat being incorporated herein by reference for a more complete and precise description.

⁹ Lots 2 & 3, Block II, Section Three and Lots 1, 5, 6, Block III, Section One, as shown on that certain plat entitled “Martin’s Point, Amended Plat of Lots 2 & 3, Block II, Section Three and Lots 1-6, Block III, Section I, Revised to Lots 1, 5, 6 and Common Area, Block III, Section One,” prepared by Quible and Associates, P.C., dated April 18, 1986, which plat is recorded in Plat Cabinet C, Slides 6A and 6B, Dare County Registry, said plat being incorporated herein by reference for a more complete and precise description.

NOTES:

¹ As amended, filed December 16, 2002, with Register of Deeds, Dare County, NC, and registered in Book 1466, Page 229.

² As amended, filed March 10, 1997 with Register of Deeds, Dare County, NC, and registered in Book 1101, Page 88.

³ As amended, filed June 21, 1985 with Register of Deeds, Dare County, NC, and registered in Book 405, Page 56.

⁴ Filed May 25, 1983, with Register of Deeds, Dare County, NC, and registered in Book 344, Page 273.

⁵ Filed September 5, 1984, with Register of Deeds, Dare County, NC, and registered in Book 379, Page 990.

⁶ Filed October 26, 1984, with Register of Deeds, Dare County, NC, and registered in Book 384, Page 170.

⁷ Filed June 26, 1985, with Register of Deeds, Dare County, NC, and registered in Book 405, Page 459.

⁸ Filed September 17, 1985 with Register of Deeds, Dare County, NC, and registered in Book 429, Page 683.

⁹ Filed June 18, 1986 with Register of Deeds, Dare County, NC, and registered in Book 459, Page 613.

¹⁰ When the Covenants were amended in 2002, the term “to facilitate stormwater maintenance” was added to Article Four, paragraph (b) Utilities and Easements. However, we have been informed in writing by the Association attorney that this action was not legal, and therefore invalid and unenforceable. A Property Owner may grant an Easement, but neither the Owners nor the Association has the right to establish an Easement on private property. Please note: Neither the language “**(See important note at end of document)**” nor this note is part of the recorded document for the Declaration of Covenants