

AMENDED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made this 20<sup>th</sup> day of December, 1995 by SNUG HARBOR PROPERTY OWNERS ASSOCIATION, a North Carolina Corporation, hereafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the successor in interest to Yeopim Beach Corporation, which was the owner of certain property located in Bethel Township, Perquimans County, North Carolina, known as Snug Harbor Beach (hereinafter "Subdivision") which property is more properly described hereinafter; and

WHEREAS, Yeopim Beach Corporation sold or otherwise conveyed building and camping lots located in Snug Harbor Beach subject to certain Declarations of Restrictive Covenants, the plats for which lots together with the applicable Declaration of Restrictive Covenants are recorded in the Perquimans County Registry as follows:

Section Designator	Lot Numbers	Plat Recorded	Amended Plat Recorded	Declaration of Restrictive Covenants Recorded
A	1 - 65	Plat Book 4, Page 1		Deed Book 56, Page 524
B	1 - 71	Plat Book 4, Page 3	Plat Book 4, Page 127	Deed Book 56, Page 524
C	1-27, 29-50, 50A, 51-92	Plat Book 4, Page 11	Plat Book 4, Page 127	Deed Book 56, Page 524
D	1-20, X,Y,Z, 27-130	Plat Book 4, Page 33	Plat Book 4, Page 73	Deed Book 56, Page 524
E	1 - 21	Plat Book 4, Page 51		Deed Book 56, Page 524
F	1-102	Plat Book 4, Page 53		Deed Book 56, Page 524
G	1-74	Plat Book 4, Page 109		Deed Book 56, Page 528
H	1-123	Plat Book 4, Page 115		Deed Book 57, Page 31
J	1-61	Plat Book 4, Page 135		Deed Book 58, Page 271
K	1-55	Plat Book 4, Page 137		Deed Book 58, Page 271
L	1-75	Plat Book 4, Page 123		Deed Book 57, Page 329
M	1-162	Plat Book 4, Page 125		Deed Book 57, Page 329
N	1-86	Plat Book 4, Page 163	Plat Book 4, Page 173	Deed Book 60, Page 27
P	1-4,6-67, 68A, 68-96	Plat Book 4, Page 169		Deed Book 60, Page 147

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AND WHEREAS, in accordance with the provisions of the Declarations of restrictive Covenants enumerated above, those Declarations can be changed or modified in whole or in part by the recordation of an instrument signed by the owners of a majority of the lots in the subdivision; and

WHEREAS, on January 16, 1995, the Board of Governors of Snug Harbor Property Owners Association proposed to amend said Declaration in manner and form as follows; and

WHEREAS, the Declarant and the owners of record of a majority of lots in the subdivision, as evidenced by their signatures hereto, now deem it desirable to amend said Declarations and to rewrite the same as proposed and hereinafter set forth.

NOW, THEREFORE, Declarant, with the approval and consent of the owners of record of a majority of lots in the subdivision as evidenced by their signatures hereto, hereby declares that this AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS supersedes the Declarations enumerated above and that all of the properties described above shall be held, sold and conveyed subject to the following revised easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said properties and be binding on all parties owning all or part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to SNUG HARBOR PROPERTY OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property located in Snug Harbor Beach hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association as of the effective date of this Amended Declaration of Covenants, Conditions and Restrictions is described and shown on the Plats as follows:

Section A - Park including Lots 30, 31, 48 and 49.

Section C - Park Area (Lot 53), including boat ramp.

Section F - Lot 94 (Boat Ramp Area).

Section H - Park Area, including boat ramp.

Section L - Clubhouse Area including pool, tennis courts, basketball court, ball field, parking

lot and maintenance building.

Section P - Comfort Station and Park Area, including boat ramp.

All platted roads.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Parcel" shall mean and refer to a number of lots over which the septic system and field extend as required by the Perquimans County Health Department and for which an Owner may be granted reduced assessments pursuant to Article IV, Section 3(b) hereof.

Section 7. "Declarant" shall mean and refer to SNUG HARBOR PROPERTY OWNERS ASSOCIATION, its successors and assigns.

Section 8. "Mobile Home" shall mean a dwelling unit which is not constructed in accordance with the standards set forth in the North Carolina State Building Code and is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to a home site on its own chassis. "Single Wide" Trailers or Trailers shall be synonymous with "Mobile Home".

Section 9. "Residential Building" shall mean a permanent dwelling unit erected or placed on any Lot and constructed of material of good grade, quality and appearance to include natural wood, stone, brick, concrete block, aluminum and/or vinyl siding. The term "Residential Building" shall include a manufactured or modular home consisting of two or more sections transported to the building site for final assembly on a permanent foundation, and which, when installed, shall have substantially the appearance of an on-site, conventionally built, single family dwelling. A "mobile home" as defined herein may not be converted to a residential building by joining it to another mobile home or by an alteration or addition of any kind.

Section 10. "Camping" shall mean the temporary use of a lot as sleeping and living quarters by means of tents, camping trailers, pop-up trailers, travel trailers, pickup mounted campers or other recreational vehicles of design, size and condition normally used for the purpose of camping only and not as a permanent residence.

Section 11. "Effective Date" of this Declaration shall mean the date on which this Declaration is recorded with the Perquimans County Register of Deeds.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon Common Area by guests of members or non-members;
- (b) the right of the Association to suspend the voting rights and rights to use of the common

areas and facilities by an owner for any period during which any assessment against his Lot remains unpaid.

- (c) the right of the Association to suspend the right to use common area and facilities for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by a majority of the members has been recorded.
- (e) all Lots shall be used for residential purposes with the exception of Section P, Lots 6 through 96 which shall only be used exclusively for camping and not as sites for permanent residences, and except as may otherwise be agreed to in writing by the Association.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property but said right of enjoyment shall be subject to the provisions hereinabove stated.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. An Owner shall be entitled to one (1) vote per lot and Owners of multiple or fractional Lots shall have a number of votes equal to the number of Lots owned. PROVIDED, HOWEVER, the Owner of any Parcel granted reduced assessments in accordance with Article IV, Section 3(d) shall have only one (1) vote for the total lots which make up the Parcel and over which the septic system and field extend.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for affirmative enforcement of aesthetic deficiencies, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The Assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Area and to promote the health, safety, aesthetic integrity, recreation and welfare of the Owners. The assessments shall also be used for administration costs of the