

Melanie Arthur 17P
CARTERET COUNTY
JL Date 08/19/2004 Time 11:00:00
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NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Notary Public(s) is/are
certified to be correct. This instrument and this certifi-
cate are duly registered at the date and time and in
the Book and Page shown on the first page hereof.

By 
Melanie Arthur, Register of Deeds
Asst. Deputy, Register of Deeds

**FIRST AMENDMENT TO THE
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR INDIAN SHORES SUBDIVISION**

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17

STATE OF NORTH CAROLINA

FIRST AMENDMENT TO THE PROTECTIVE
COVENANTS AND RESTRICTIONS FOR
INDIAN SHORES SUBDIVISION

COUNTY OF CARTERET

THIS AMENDMENT TO THE PROTECTIVE COVENANTS AND RESTRICTIONS FOR INDIAN SHORES SUBDIVISION made this 17th day of August, 2004, by CLYDE HARRIS REALTY, INC. and the undersigned owners of lots within Indian Shores Subdivision representing 2/3's of the lots owners within said subdivision, which amendment shall be binding upon all present and future owners of lots within said subdivision and their successors and assigns, said amendment to the Protective Covenants and Restrictions being for the use and benefit of all present and future Owners of lots in Indian Shores Subdivision, as the same are identified on that certain plat prepared by Powell Surveying and recorded in Map Book 30, Page 9, Carteret County Registry;

W I T N E S S E T H:

WHEREAS, Clyde Harris Realty, Inc., hereinafter designated "Developer", in order to promote a uniform and harmonious development of said lands as a desirable residential community, and so as to provide for the joint use and maintenance of the subdivision streets and roads, recreational areas, natural areas, water access easements, and other Common Areas and facilities as shown on said recorded subdivision plats, for the joint use, maintenance and enjoyment of Owners of lots within said Subdivision, has adopted and recorded Protective Covenants and Restrictions in Book 924, page 156, which are applicable to lots within section III of Indian Shores Subdivision as shown on a plat recorded in Map Book 30, page 9, Carteret County Registry;

WHEREAS, Clyde Harris Realty, Inc. has developed additional lots in Sections I and II and has recorded plats for the lots in Section I in Map Book 29, page 802 and a plat for Section II lots in Map Book 30, page 141, Carteret County Registry, and the Developer in Section II, paragraphs 2 and 3 of the Restrictive Covenants for Indian Shores reserved the right to bring additional lands under the terms of the Covenants as recorded in Book 924, page 156, and Developer now desires to amend said Covenants in order to make the lots in Sections I and II subject to said Restrictive Covenants;

Whereas, paragraph 14 of Section II of said Covenants permits and allows amendments to the Restrictive Covenants upon the written consent of 2/3's of the lot owners within said Subdivision, and the Developer as the owner of 15 lots together with the joinder of an additional 6 lot owners (representing 6 out of a total of 9 lots owners other than the Developer) all representing 7 out of 10 (70%) total lot owners within the subdivision, have executed this amendment for the purpose of changing and altering the Restrictive Covenants as recorded in Book 924, page 156, in the manner set forth herein;

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NOW, THEREFORE, in order to provide for the foregoing, the Developer and the undersigned owners representing 2/3's of the total lot owners as required by paragraph 14 of Section II of said Covenants do hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any portion of Indian Shores Subdivision, that the use of lots as shown on the plats of Indian Shores Subdivision in Map Book 29, page 802, and Map Book 30, pages 9 and 141, is hereby made subject to the following restrictions, covenants, terms and conditions which shall run with said land and shall be binding on all property Owners within said Subdivision and their successors and assigns.

I. SUBMISSION OF ADDITIONAL LANDS

1. APPLICABILITY. The seven lots shown on the plat for Section I as recorded in Map Book 29, page 802, and the 5 lots shown on the plat of Section II recorded in Map Book 30, page 141, are hereby made subject to those Restrictive Covenants in Book 924, page 156, in addition to those 12 lots within Section III as shown on Map Book 30, page 9, which were already made subject to the terms and provisions of said covenants by the recordation of the same in Book 924, page 156.

II. AMENDMENTS TO COVENANTS.

The following amendments to Section II entitled 'Covenants and Restrictions' are hereby adopted:

1. Subparagraph 4C) is hereby amended by adding the following sentence at the end of the paragraph:

'No buildings or structures of any kind shall be permitted on any lot within the subdivision unless first submitted to and approved in advance by the Architectural Control Committee.'

2. Subparagraph 5(B) is amended in the first sentence to add at the end of the sentence and after the word "setback" the following new sentence: Provided, that as to lot 8 in Section II, the side setback shall be 10 feet on each side line as opposed to 15 feet as stated in the Covenants, and the side setback for lot 9 in Section II on its west side line shall likewise be 10 feet as opposed to 15 feet.

Subparagraph 5(B) is further amended by substituting in place thereof and for the word 'Developer' in the second and third sentences, the words 'Architectural Control Committee' so that the Architectural Control Committee as opposed to the Developer will have the authority to grant

a variance.

3. Subparagraph 5(F) is amended by deleting the word 'Developer' at the end of the first sentence and at the beginning of the second sentence in the first paragraph and substituting in place thereof the words 'Architectural Control Committee'. Additionally the word 'Developer' at the end of the first sentence and at the beginning of the second sentence in the second paragraph is deleted and the words 'Architectural Control Committee' are substituted in place thereof. It is the intent of this amendment to authorize the Architectural Control Committee as opposed to the Developer to approve the cutting and removal of vegetation and the clearing of the footprint.

4. Subparagraph 6 entitled 'Building Design' is deleted in its entirety and a new paragraph 6 entitled 'Approvals by Architectural Control Committee' is added to read as follows:

6. Approvals by Architectural Control Committee.

A. There is hereby established an Architectural Control Committee which shall be composed of three (3) persons appointed by the Developer until the Developer no longer has the right to appoint and elect a majority of the Board of Directors of the Indian Shores Association, Inc. The three (3) persons so appointed by the Developer may but are not required to be property Owners or residents of said Subdivision. The Developer shall appoint three (3) persons to serve as the Architectural Control Committee, and the Developer shall appoint one or more successors upon the death, resignation or removal of any member of the Committee by the Developer. One or more officers of the Developer may be appointed by the Developer to serve as members of the Architectural Committee. The appointed members of the Architectural Control Committee shall serve a term of one year or until their successors are elected or appointed.

B. At such time as the Developer no longer has the right to appoint a majority of the Board of Directors of the Association, then the Association shall appoint the three (3) members of the committee, and the Association shall also have the right to appoint successors upon the death, resignation or removal of any member of the Committee. Either the Developer or the Association when it has appointive authority may remove any member of the Committee at any time without cause.

C. No building, dwelling or structure of any type shall be erected, constructed, placed or altered on lot within the Subdivision until the construction plans and specifications showing the location and footprint of the structure, dwellings, buildings, driveway and utilities systems, and detailing the type and quality of workmanship or exterior design, materials, location, finished grade elevation, vegetation removal and similar features of the structure, dwelling and

building have been approved by a majority vote of the Architectural Control Committee. The Architectural Control Committee shall have the authority to review and approve the quality of workmanship, use and design of materials, harmony of exterior design with existing structures, location, vegetation removal, topography and finished grade elevation of any structure, building or dwelling, footprint location, and similar building and architectural features. Approval shall also be required by the Architectural Control Committee as to all outbuildings, fencing, lot structures, clearing and landscaping. The Architectural Control Committee may also grant variances as to set back requirements if necessary or desirable because of topography, irregular lot shape, and similar factors.

D. All plans and drawings shall be submitted to the Architectural Control Committee and thereafter reviewed by the Architectural Control Committee within thirty (30) days. Approval or disapproval by the Committee shall be in writing, and reasons for denial of approval shall be specified therein. Denial may be based upon incongruity with the setting, non-conforming appearance and/or aesthetics or the lack thereof, violation of guidelines and standards set out herein as well as those hereafter adopted by the Architectural Control Committee in concert with lot owners and the Declarant, and denial may not be based upon the absolute discretion of the Architectural Control Committee, but denial must be in writing and have a reasonable basis therefore. In the event the Committee fails to approve or disapprove an application within thirty (30) days after plans and specifications have been submitted, then these covenants shall be deemed to have been fully complied with. In the event the Architectural Control Committee denies the application, the applicant shall have the right to appeal the decision to the Indian Shores Association, Inc. by giving written notice to the President and Board of Directors of the Association within 10 days following receipt of notification of denial, and upon such receipt, the President and/or Board shall call a special meeting of the members of the Association. At the special called meeting giving the purpose of the same, 2/3's of all members present in person or by proxy at a duly called meeting at which a quorum of members is present in person or by proxy shall have the right to reverse the decision of the Architectural Control Committee and to approve the application.

E. Brick, wood, vinyl siding, stucco or hardiplank or its equivalent may be used as an exterior on all structures. Any other materials including exposed concrete block shall be prohibited unless first submitted to and approved in writing by the Architectural Control Committee. Stucco may be used only as exterior covering on block or similarly approved applications, and the 'EIFS' stucco system is prohibited.

F. Only white or pastel paints or white or subdued tones or stains shall be permitted on the exterior of any dwelling, except with the prior written approval of the Architectural Control Committee.

Earth tones and pastels as well as plans which are in harmony with a waterfront community and congruent to a waterfront rural setting are encouraged.

5. Paragraph 11 is hereby modified to read as follows:

11. RESTRICTIONS ON BUILT-UP AREA, DOCKS AND COMPLIANCE WITH ENVIRONMENTAL REGULATIONS:

In order to comply with the rules and regulations of the North Carolina Division of Coastal Management and other state agencies with regard to stormwater runoff, each Owner of a lot shall be restricted to clearing, constructing and using as "built-upon" area that percentage or square footage of the lot that may be specified by the State of North Carolina or Carteret County as the CAMA permitting authority in any permit or permits issued for improvements to the lot, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, but not including wood decking. "Built-Upon Area" is defined as that portion of a residential lot that is covered with impervious or partially pervious cover including buildings, pavement, recreation facilities, etc., but not including decking. The State of North Carolina is a third party beneficiary to the provisions of this paragraph and may enforce the same through proceedings, in law or in equity.

No private or public docks, piers, moorings, boathouses, lifts, floating docks or similar structures or facilities shall be erected on, placed on, maintained or connected with any lot fronting on the Newport River unless the same be first approved by the Architectural Control Committee in writing and by the appropriate State and Federal Agencies having jurisdiction over any permits that may be required. The Architectural Control Committee may not withhold approval if the dock or structure meets State and Federal regulations and guidelines.

Likewise, the drainage facilities, utilities, areas of environmental concern, Common Areas and other properties within the subdivision shall be maintained at all times in a manner consistent with all state and federal agencies, and the State of North Carolina shall have standing to enforce the provisions of these Covenants with regard thereto.

Every lot owner in fertilizing or spraying for landscaping and gardening purposes shall use liquid solutions to curb chemical and petroleum runoff directly or indirectly into the Newport River or adjacent waters. Additionally, no lot owner shall store petroleum, gasoline, chemical or other fuels or materials which are classified as hazardous wastes under state or federal rules or regulations, except

for minimal storage for household or recreational use or the upkeep and maintenance of a lot or vehicles thereon.

6. Binding Effect.

These amendments shall be effective upon recordation and shall be thereafter binding upon all owners of lots within Indian Shores Subdivision and their heirs, successors in interest and assigns.

IN WITNESS WHEREOF, the Developer has executed this instrument on this the 17 day of August, 2004, in such capacity and as the owner of 14 lots, and the written consent of 2/3's of the remaining lot owners as to said amendments are attached hereto..

CLYDE HARRIS REALTY, INC.

BY: Clyde P. Harris
ITS PRESIDENT

STATE OF NORTH CAROLINA COUNTY OF Wilson
I, a Notary Public certify that Clyde Harris, President of Clyde Harris Realty, Inc. personally came before me this day and acknowledged the due execution of the foregoing instrument in such capacity for and on behalf of said Corporation.

Witness my hand and notarial seal, this the 17 day of August, 2004.

My Commission Expires: 3-29-09

Carolyn Starling
Notary Public

Prepared by: Richard L. Stanley, Attorney at Law, P.O. Box 150
Beaufort, North Carolina 28516



CONSENT BY LOT OWNER

The undersigned owner(s) of the following lots within Indian Shores Subdivision hereby approves the first amendment to the Restrictive Covenants for Indian Shores Subdivision as originally recorded in Book 924, Page 156, Carteret County Registry, and consents to the recordation of the same upon approval of 2/3's of the lot owners as required by Paragraph 14 of Section II of said Covenants:

Name(s) Of lot owners: CHARLES KEITH BRITT - ANNE BRITT
Lot(s) owned 20, Section 3

Signatures of lot owners:

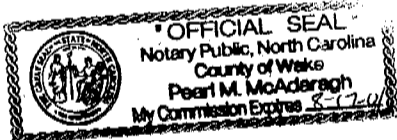
Charles Keith Britt
Anne Britt

State of North Carolina
County of Wake

Before the undersigned notary public personally appeared Charles Keith Britt and Anne Britt who acknowledged the due execution of the foregoing instrument for the purposes expressed therein. Witness my hand and notarial seal this 12th day of August 2004.

My Commission expires: 8-17-06

Pearl M. McAdams
Notary Public



CONSENT BY LOT OWNER

The undersigned owner(s) of the following lots within Indian Shores Subdivision hereby approves the first amendment to the Restrictive Covenants for Indian Shores Subdivision as originally recorded in Book 924, Page 156, Carteret County Registry, and consents to the recordation of the same upon approval of 2/3's of the lot owners as required by Paragraph 14 of Section II of said Covenants:

Name(s) Of lot owners: Paul and Marshelle Finks
Lot(s) owned Lot(s) 16, Section 3

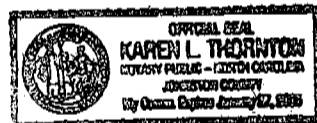
Signatures of lot owners: Paul Finks
Marshelle Finks

State of North Carolina
County of Carteret

Before the undersigned notary public personally appeared Paul and Marshelle Finks who acknowledged the due execution of the foregoing instrument for the purposes expressed therein. Witness my hand and notarial seal this 27th day of July 2004.

Karen L. Thornton
Notary Public

My Commission expires: 1-27-2005

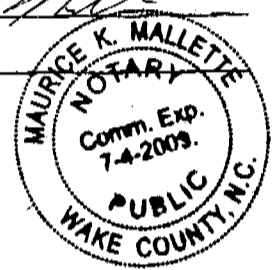


CONSENT BY LOT OWNER

The undersigned owner(s) of the following lots within Indian Shores Subdivision hereby approves the first amendment to the Restrictive Covenants for Indian Shores Subdivision as originally recorded in Book 924, Page 156, Carteret County Registry, and consents to the recordation of the same upon approval of 2/3's of the lot owners as required by Paragraph 14 of Section II of said Covenants:

Name(s) Of lot owners: John Thomas Peters
Lot(s) owned 19 Section III

Signatures of lot owners: [Signature]



State of NC
County of Wake

Before the undersigned notary public personally appeared John T. Peters who acknowledged the due execution of the foregoing instrument for the purposes expressed therein. Witness my hand and notarial seal this 10 day of August 10 2004.

My Commission expires: 7-4-2009

[Signature]
Notary Public

CONSENT BY LOT OWNER

The undersigned owner(s) of the following lots within Indian Shores Subdivision hereby approves the first amendment to the Restrictive Covenants for Indian Shores Subdivision as originally recorded in Book 924, Page 156, Carteret County Registry, and consents to the recordation of the same upon approval of 2/3's of the lot owners as required by Paragraph 14 of Section II of said Covenants:

Name(s) Of lot owners: LYNNE & JOHN PETERS
Lot(s) owned 19, Section 3
Signatures of lot owners: Lynne & John Peters

State of North Carolina
County of WAKE

Before the undersigned notary public personally appeared Lynne Peters who acknowledged the due execution of the foregoing instrument for the purposes expressed therein. Witness my hand and notarial seal this 10 day of August 2004.

My Commission expires: 10-18-2008

Judith E. Rusling
Notary Public



CONSENT BY LOT OWNER

The undersigned owner(s) of the following lots within Indian Shores Subdivision hereby approves the first amendment to the Restrictive Covenants for Indian Shores Subdivision as originally recorded in Book 924, Page 156, Carteret County Registry, and consents to the recordation of the same upon approval of 2/3's of the lot owners as required by Paragraph 14 of Section II of said Covenants:

Name(s) Of lot owners: GARY & Wilma Dobbins
Lot(s) owned 9, Section II

Signatures of lot owners:

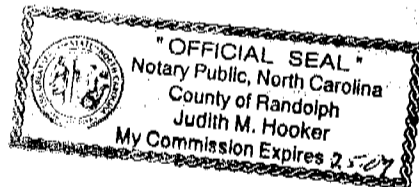
Gary R. Dobbins
Wilma Dobbins

State of North Carolina
County of Randolph

Before the undersigned notary public personally appeared GARY R. Dobbins who acknowledged the due execution of the foregoing instrument for the purposes expressed therein. Witness my hand and notarial seal this 3rd day of August 2004.

My Commission expires: July 5, 2007

Judith M. Hooker
Notary Public



CONSENT BY LOT OWNER

The undersigned owner(s) of the following lots within Indian Shores Subdivision hereby approves the first amendment to the Restrictive Covenants for Indian Shores Subdivision as originally recorded in Book 924, Page 156, Carteret County Registry, and consents to the recordation of the same upon approval of 2/3's of the lot owners as required by Paragraph 14 of Section II of said Covenants:

Name(s) Of lot owners: GLENN A. GERAGHTY & NANCY P. PAGANI
Lot(s) owned 8, Section 2

Signatures of lot owners:

Glenn A. Geraghty
Nancy P. Pagani

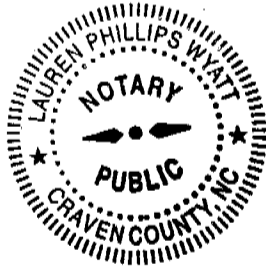
State of North Carolina
County of Carteret

Before the undersigned notary public personally appeared Glenn A. Geraghty and Nancy P. Pagani who acknowledged the due execution of the foregoing instrument for the purposes expressed therein. Witness my hand and notarial seal this 3rd day of August 2004.

My Commission expires:

Lauren Phillips Wyatt
Notary Public

MY COMMISSION EXPIRES
OCTOBER 28, 2006



CONSENT BY LOT OWNER

The undersigned owner(s) of the following lots within Indian Shores Subdivision hereby approves the first amendment to the Restrictive Covenants for Indian Shores Subdivision as originally recorded in Book 924, Page 156, Carteret County Registry, and consents to the recordation of the same upon approval of 2/3's of the lot owners as required by Paragraph 14 of Section II of said Covenants:

Name(s) Of lot owners: Audrey D Jackson
Lot(s) owned Lot(s) 14, 15 Section 3

Signatures of lot owners: Audrey D Jackson

State of North Carolina
County of Wilson

Before the undersigned notary public personally appeared Audrey D Jackson who acknowledged the due execution of the foregoing instrument for the purposes expressed therein. Witness my hand and notarial seal this 29 day of July 2004.



Commission expires: 8/30/06

[Signature]
Notary Public

CONSENT BY LOT OWNER

The undersigned owner(s) of the following lots within Indian Shores Subdivision hereby approves the first amendment to the Restrictive Covenants for Indian Shores Subdivision as originally recorded in Book 924, Page 156, Carteret County Registry, and consents to the recordation of the same upon approval of 2/3's of the lot owners as required by Paragraph 14 of Section II of said Covenants:

Name(s) Of lot owners: Clyde Harris Realty, Inc.
Lot(s) owned Lot(s) 1, 2, 3, 4, 5, 6, 7, Section 1

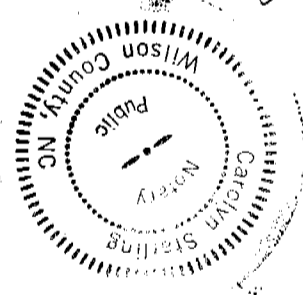
Signatures of lot owners: Clyde P. Harris Jr.
President, Clyde Harris Realty, Inc.

State of NC
County of Wilson

Before the undersigned notary public personally appeared Clyde P. Harris Jr., President Clyde Harris Realty Inc. who acknowledged the due execution of the foregoing instrument for the purposes expressed therein. Witness my hand and notarial seal this 17 day of August 2004.

Carolyn Stalling
Notary Public

My Commission expires:
3-29-09



CONSENT BY LOT OWNER

The undersigned owner(s) of the following lots within Indian Shores Subdivision hereby approves the first amendment to the Restrictive Covenants for Indian Shores Subdivision as originally recorded in Book 924, Page 156, Carteret County Registry, and consents to the recordation of the same upon approval of 2/3's of the lot owners as required by Paragraph 14 of Section II of said Covenants:

Name(s) Of lot owners: Clyde Harris Realty, Inc.
Lot(s) owned Lot (s) 13, 21, 22, 23, 24, 25 Section 3

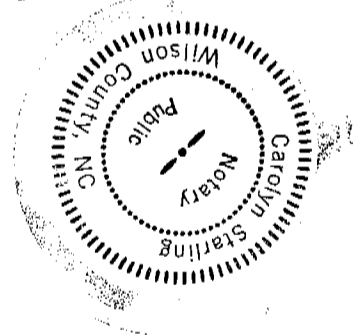
Signatures of lot owners: Clyde P. Harris Jr.
President, Clyde Harris Realty, Inc.

State of NC
County of Wilson

Before the undersigned notary public personally appeared Clyde P. HARRIS JR, President Clyde HARRIS Realty, Inc who acknowledged the due execution of the foregoing instrument for the purposes expressed therein. Witness my hand and notarial seal this 17 day of August 2004.

My Commission expires: 3-29-09

Carolyn Starling
Notary Public



CONSENT BY LOT OWNER

The undersigned owner(s) of the following lots within Indian Shores Subdivision hereby approves the first amendment to the Restrictive Covenants for Indian Shores Subdivision as originally recorded in Book 924, Page 156, Carteret County Registry, and consents to the recordation of the same upon approval of 2/3's of the lot owners as required by Paragraph 14 of Section II of said Covenants:

Name(s) Of lot owners: Clyde Harris Realty, Inc.
Lot(s) owned Lot(s) 10, 11, 12, Section 2

Signatures of lot owners: Clyde P. Harris
President, Clyde Harris Realty, Inc.

State of NC
County of Wilson

Before the undersigned notary public personally appeared Clyde P. Harris Jr, President Clyde Harris Realty Inc who acknowledged the due execution of the foregoing instrument for the purposes expressed therein. Witness my hand and notarial seal this 17 day of August 2004.

My Commission expires: 3-29-09

Carolyn Harding
Notary Public

