

Christopher C. Wood
dotloop verified
06/15/19 10:06 PM EDT
WOPZ-HUD-DANIELA

Kelli R. Wood
dotloop verified
06/15/19 9:14 PM EDT
UNTD-HUD-DANIELA

BOOK 943 PAGE 724

FILED in Pasquotank County, NC
on Nov 15 2006 at 03:41:08 PM
by: Dollie J. Summerour
REGISTER OF DEEDS

AMENDMENT TO RESTRICTIVE COVENANTS

NORTH CAROLINA

PASQUOTANK COUNTY

Prepared by: H. T. Mullen, Jr.
Attorney at law
P O Box 365
Elizabeth City, NC 27907

We, the undersigned declarant, PRAIRIE DOG, LLC, fee simple owner of all tracts or parcels of land located in Providence Township, Pasquotank County, North Carolina; more specifically described as Northeast Landing Subdivision, being shown and delineated on that certain map or plat, same being of record in Map Book 39, Pages 17-18 of the Pasquotank County Public Registry.

The aforesaid Restrictive Covenants, which were executed on the 13th day of October, 2005, provided that "All houses will have a minimum of two (2) car garage, minimum parking space for each vehicle.; The Minimum square footage required shall be 1800 square feet of living area, exclusive of porches, patios, garages, unfinished areas and other protrusions from the base dimensions of the residence.; The annual assessment shall be \$150.00 per lot."

It is now the desire and intent of the declarant to amend and alter that provision of the Restrictive Covenants to add the following: All houses will have a minimum of one (1) car garage, minimum parking space for each vehicle.; The Minimum square footage required shall be 1600 square feet of living area, exclusive of porches, patios, garages, unfinished areas and other protrusions from the base dimensions of the residence.; There shall be annual assessment dues as determined by the property owners association."

Every property owner shall have a yard lamp and shall install it as follows:

1. Every lot shall have a minimum of at least one yard lamp post.
2. Every yard lamp shall be forty (40) feet from center of road located in the front yard on every lot.
3. Every yard lamp shall be a minimum of ten (10) feet from side property lines.
4. Every yard lamp shall be set on a minimum of 800 lbs of concrete or 2 ft x 2 ft x 2 ft deep of concrete.
5. Every yard lamp shall be controlled by a photo sensor that turns the lamp on at dusk and off at dawn, it also shall be wired to a circuit breaker with no off or on switch.
6. The lantern shall be #C59TF-BK-100-MH - Manufactured by: Adjusta Post; Black Lantern, Cast Aluminum Lantern with 3 inch Fitter, Medium Base Socket and Frosted Glass Lens, 26 ½ inches tall by 14 inches wide or better, if specified lantern is not available.
7. The post shall be #C10P2-BK - Manufactured by: Adjusta Post; Cast Aluminum Post, Pole width 3 inches x 10 ft long; Base height is 40 inches x 17 inches wide or

better, if specified post is not available.

- 8. The light bulb shall be # 100-MH-ED-17; Manufactured by: WF Harris; Medium Base or better, if specified light bulb is not available.

This is only for yard lamps that will be located in front yards, any other area lights in the side or back yards can be of another type as long as it is not a nuisance to adjoining property owners.

Except as is specifically set forth hereinabove, all the terms and provisions of the said Restrictive Covenants are ratified and reaffirmed.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name and in the capacity as set forth below, this the 15th day of November, 2006.

PRAIRIE DOG, LLC

Bonita J. Agliardo (SEAL)
By: Bonita J. Agliardo, Managing Member

STATE OF NORTH CAROLINA

COUNTY OF PASQUOTANK

I, the undersigned Notary Public in and for Camden County, North Carolina, do hereby certify that BONITA J. AGLIARDO, Managing Member of PRAIRIE DOG, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 15th day of November, 2006.

Alison B. Harris

Notary Public

My Commission Expires:

9-24-2008



Christopher C. Wood DocuSign verified
06/15/19 10:08 PM EDT
1782-83M-ULUC-VW40

Kelli R. Wood DocuSign verified
06/15/19 9:29 PM EDT
1553-074-EMES-YXWF

FILED in Pasquotank County, NC
on Oct 14 2005 at 11:22:53 AM
by: Dollie J. Summerour
REGISTER OF DEEDS

DECLARATION OF RESTRICTIVE COVENANTS

PRIARIE DOG, LLC

Exhibit A

Beginning at a point, said point being located on the Western right-of-way of Northside Road-Old US Hwy. 17 (SR 1416) at a point, said being the Northeast corner of the Donald Ray & Shirley Jean Smith property, and from said point of beginning thence South 57° 51' 39" West 157.95 feet to a point, thence South 25° 06' 26" West 337.39 feet to a point, thence North 83° 09' 34" West 382.84 feet to a point, thence South 12° 57' 41" West 3 feet to a point, thence North 79° 13' 07" West 754.59 feet to a point, thence North 79° 04' 34" West 314.18 feet to a point, thence South 22° 48' 38" West 12.68 feet to a point, said point being US Hwy. 17 (non-access) Eastern right-of-way, thence North 40° 13' 41" West 502.72 feet to a point, thence North 38° 25' 38" East 623.40 feet to a point, thence North 37° 59' 54" East 273.94 feet to a point, thence South 42° 33' 05" East 170.80 feet to a point, thence North 73° 14' 45" East 711.37 feet to a point, same being located on the Western right-of-way of Northside Road, thence continuing along the aforesaid Northside Road South 34° 10' 33" East 420.57 feet to a point, thence South 34° 06' 33" East 798.92 feet to a point, being the said point and place of beginning.

Reference is made to that certain map or plat entitled "Boundary Survey Of The Property Recorded in D.B. 427, PG. 522 For Northeast Landing", Providence Township, Pasquotank County, North Carolina, prepared by Edward T. Hayman, Jr., Registered Surveyor, dated April 21, 2004.

The above described tract or parcel is subject to a 20 foot permanent utility easement, same being of record in Book 527, Page 171 and a temporary construction easement, same being of record in Book 527, Page 171.

To: Property Owners at _____

Subject: Architectural Design Guidelines

The Architectural Design Guidelines listed below are provided for the purpose of clarifying and expanding on some statements contained in the "Declaration of Protective Covenants". These guidelines are to be observed in addition to the Protective Covenants.

1. Setbacks

- A. Front and rear yard setbacks are the same as those required by the County of Pasquotank.
- B. Side yard setbacks shall be no less than ten (10) feet. Roof overhangs and fireplace chimneys are allowed encroachments. Other encroachments such as small cantilevers may be considered on a case-by-case basis but in any case, the County of Pasquotank minimum setbacks must be met.

2. Landscaping

- A. Any ground areas not covered with structure, paved or other hard surface and that are disturbed during construction are required to be restored or finished with landscape materials indigenous of the Pasquotank County natural environment.
- B. Owners are encouraged to use low maintenance plant species that are indigenous to the Pasquotank County natural environment. Lawn areas should be kept in a neat manner, including all drainage ditches.

3. Exterior Finishes

- A. Approved roof materials and colors are the sole description of the building committee.
- B. All exterior color shall be approved by committee, even re-painting of house.

4. Exterior Windows and Doors

- A. All windows will be white.

5. Building Form

- A. All properties must have a type of security lighting and must be maintained by future owners.
- B. Covered porches and screened porches are allowed but must be submitted, this includes any additions by homeowners at a later date.
- C. All houses will have a minimum of two (2) car garage, minimum parking space for each vehicle.
- D. There shall be no structure taller than 2 ½ stories.
- E. There shall be no metal buildings; all attached and detached structures must meet all guidelines.
- F. Committee must approve all fences, decks, porches, additions or any re-painting.
- G. Off-Frame Modulares are allowed, there will be no On-Frame Modulares or Trailers allowed. Also all Off-Frame Modulares must still meet all requirements.

All applicants must include:

- 1. Two (2) sets of house plans, house plans must contain:
 - a. All elevations.
 - b. All exterior colors.
 - c. Heated square feet.
- 2. Two (2) sets of site plans, site plans must show:
 - a. All setbacks
 - b. Septic system
 - c. Any wells
 - d. All driveways, parking & storage buildings.
- 3. Contact information, phone number, and address.

nothing in this declaration shall prohibit the use of the properties within the subdivision for common purposes, as designated on the plat of the subdivision or on subsequent plats recorded, or in such other documents as may be recorded by the Declarant, the rules and regulations for such uses to be sent forth by the Declarant, or the property owners association described hereinafter. Any lot or property dedicated to use for common purposes or for other use, shall not be subject to assessment or dues, as set forth hereafter in this declaration, so long as such use is dedicated to the use and benefit of the property owners association, its members and guests as defined in this declaration.

2. Subdivision of lots. Not lot shall be subdivided, or its boundary lines changed, however, it shall be permissible to combine two or more adjacent lots, which have a common ownership, into one tract of land for purposes of building a dwelling which would be authorized on such lots individually. In the event of such a combination, the setback requirements relating to the common boundary between the lots will not prohibit building upon that boundary so long as setback requirements relating to the outside border of that tract are met. This provision does not reduce or remove any other restriction, which may exist as a result of this declaration. Upon combination of two or more lots to build one dwelling as provided above, none of the combined lots may be built upon in the future unless the future building and the existing building are each in compliance with all setbacks, and other rules and regulations. In order that the purpose of this paragraph will not be avoided, condominiums, townhouses or other multiple family forms of ownership are understood to be prohibited by the prohibition against subdivision contained herein. Further, no property within the subdivision shall be developed or used in a manner that would constitute a "timeshare" as defined in North Carolina General Statutes Chapter 93A-41. Also if property is combined, owner will maintain proper drainage of property.

3. Architectural Review of Plans. No building, fences or other structure shall be erected, placed, moved into, maintained or in any way altered on any lot within the subdivision until the proposed building plans, elevations, specifications, exterior color or finish, plot plan (showing proposed location and elevation of such building structure, drives and parking areas) shall have been submitted in duplicate to Declarant in writing and such submittals have been approved by Declaration or its successors as evidenced by an approved copy of the elevation plans left in the permanent possession of the Declarant. The Declarant or its successor or designee may refuse to approve plans, locations or specifications upon any ground, including purely aesthetic considerations, which in the sole discretion of the Declarant shall seem sufficient. In the event that the forgoing submittals are not approved, they may be re submitted. Declarant shall have the authority to determine the location of any structure upon the lot and such location shall be in Declarant or its successor's sole discretion. No alterations in the exterior appearance of any building or other structure shall

be made without approval by Declarant or its successor. The minimum square footage required shall be 1800 square feet of living area, exclusive of porches, patios, garages, unfinished areas and other protrusions from the base dimensions of the residence. For all structures within the subdivision, the roofs shall be constructed so that the pitch shall not be less than seven to twelve, exceptions may be porch roofs or parts of structure, however a seven to twelve roof pitch minimum will be maintained for the majority of the structure. Each property will have some sort of security light installed. During construction it is the responsibility of the owner to properly maintain this lighting in operating condition. One satellite dish, not to exceed 18 inches in diameter may be constructed. The exterior of all houses and other structures, after approval of the building plans, must be completed within eight months from the commencement of construction, except where such completion is impossible, or results in great hardship to the owner or builder due to strikes, fire, national emergencies or calamities. Declarant shall have the authority to adopt Architectural Guidelines containing such additional requirements or changing the forgoing requirements, as Declarant may deem appropriate.

4. Maintenance of Buildings. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; in the event of destruction or casualty, premises are to be cleared and debris removed within sixty days from the date of such casualty. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept condition of buildings and other structures or grounds on his lot which shall tend substantially decrease the beauty of the neighborhood and of the subdivision as a whole. Upon the failure of an owner to comply with this requirement, the Declarant reserves the right at its option, within three weeks after written notice has been mailed to such lot owner's last known address, to clean such property up or remove same if such property has been destroyed by fire or other disaster and Declarant's expense in so doing shall constitute a lien upon such owner's lot and improvements thereof, enforceable in the same manner as other liens described hereafter in the sections of this declaration dealing with liens and assessments. Also no unlicensed vehicles can be left outside or any loose trash.

5. Maintenance During Construction. During construction of improvements on the lots within the subdivision, the lot owner or builder shall maintain facilities for or arrange for a portable toilet on the premises. During construction, the owner or builder shall maintain a trash or rubbish bin of a type and size sufficient to avoid trash or debris from spreading from the building site and shall cause such area to be maintained and cleaned periodically, both during and at the end of construction.

11. Occupancy. No residence erected upon any lot shall be occupied in any manner prior to completion of construction and the connection of permanent utilities.

12. Water and Sewage. All wells and septic tanks installed on the property shall be in accordance with the rules and regulations of the North Carolina Department of Health and the Albermarle Regional Health Department or the successor agency to such agencies or departments and shall be located on such lands in positions approved by such departments.

13. Setbacks. No building shall be located or constructed closer to any lot line than the designated setback shown on the plat of the subdivision for each lot, or if no setback is designated, then no closer than the setbacks adopted for residential dwellings by the County of Pasquotank.

14. Variations and Modifications. As long as it owns three (3%) percent or more of the lots in the subdivision, Declarant reserves the right to include in any declaration, contract or deed thereafter made or entered into, such modifications and additions to these protective covenants, which will, in the sole opinion of Declarant, raise the standards, enhance the desirability of the subdivision as a residential area, or alleviate hardships. Declarant, (or the property owners association, after Declarant, (or the property owners association, after Declarant has given control to such association, acting through its appropriate boards or committee), may allow reasonable variations and adjustments of these covenants in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the subdivision.

15. Violations. If the owners or occupants of any lot, or all of them, or their successors and assigns, shall violate any of the covenants and restrictions herein, it shall violate any of the covenants and restrictions herein, it shall be the right of the Declarant herein, or its successors and assigns, or any lot owner in the subdivision, to institute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction for the purpose of preventing him or them from so doing, or to recover damages for such violation, or both.

16. Severance. The failure of Declarant or any of such party entitled to enforce any protective covenant contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Any provision of this declaration shall be deemed severable from the other provisions and in the event that any provision or portion of a provision or condition set forth within this declaration shall be deemed unenforceable, void, or unlawful, such a decision shall not affect the remainder of the covenants and conditions set forth within this declaration.

17. Continuation and Terminations. The foregoing conditions, reservations, declarations, covenants and easements shall be run with the lands and be binding upon all purchasers of lands or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 31st day of December, 2034, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a seventy five percent (75%) of the then owners of the lots subject thereto has been recorded, agreeing to change the restrictions and covenants in whole or in part. For the purpose of such vote, the owners will be entitled to one (1) vote per lot regardless of the number of persons or entities owning any one lot.

18. Rules. Declarant reserves the right to promulgate rules as to the use of the common areas and amenities in the subdivision, if any. As such time as the administration and upkeep of such properties shall become the responsibility of the property owners association as described hereinafter, the rule making authorities shall then pass to the property owners association.

19. Property Owners Association. At such time as seventy five percent (75%) of the lots within the subdivision are owned by persons or firms other than the Declarant herein, or at such time prior to such date as Declarant may desire, the process of approval described in previous paragraphs shall become the authority and responsibility of the owners association described in this declaration (or its designated architectural review committee), if it is at that time existing as an active entity or organization; and, until the owners association is so activated, and the authority is granted to the association by Declarant, the authority as described herein shall remain with the Declarant or the designee of the Declarant. Upon the transfer of the Declarant's rights and duties set forth in this declaration to the association, association shall have all of the rights, powers and duties of Declarant as set forth in the declaration.

Each lot owner shall automatically become a member of the property owners association. It is acknowledged that the association shall consist of the owners of all lots within the subdivision and that each lot shall be entitled to equal voice or vote in the affairs of the association. The association shall have the right to assess the owners of lots within the subdivision for prorated shares of various costs, based upon the number of lots within the subdivision (excluding lots dedicated entirely to common uses). Such costs will include the costs of maintenance of common properties, the streets and water lines within the subdivision and other common expenses in the sole discretion of the owners association. The association shall maintain the sign advertising and identifying the subdivision if it desires, the lighting systems on sign, and any other common facilities, which may be erected on the property. Any delay on the part of the Declarant herein, or by the owners of lots within the subdivision or additional sections of the subdivision, to formally organize the owners association or to exercise rights belonging to such association or to otherwise cause such association to function as a legal entity, shall not invalidate or effect the right to form the association. Until such time as the association shall be formally incorporated under the laws of the State of North Carolina, it shall exist as an unincorporated association. Until such time as Declarant transfers its interest in the common areas to the association, the Declarant and its successors and assigns shall act on behalf of the association. The name of the association shall be Northeast Landing Home Owners Association, Inc. or such other name as may clearly designate the nature and existence of the organization.

20. Subdivision Sign. Lots located at the intersection of a street which is within the bounds of the property encumbered by these covenants with a street not within the bounds of the property subject to these covenants shall be subject to an easement for the maintenance of the sign identifying the subdivision and for access to and from the sign, including utility access, if such sign is desired by Declarant or by the Association.

21. Dues and Assessments. In order to provide for payment of dues and assessments for the association referred to hereinabove and in order to provide a means of collecting funds for the common expenses within the terms of this declaration, each lot within the subdivision shall be subject to the obligation for the payment of dues and assessments according to the terms of this declaration. The association shall have the right to place a claim of lien against any of the lots within the subdivision to collect unpaid dues or assessments and to maintain a civil action for collection of such sums. The following paragraphs set forth the guidelines, rules and regulations for the purpose of allocating such assessments and dues and the collection thereof.

Section 1. Creation of the lien and personal obligation of assessments. Each subsequent owner other than the Declarant, by acceptance of a conveyance for a lot

within the subdivision, whether or not is shall be expressed in any such deed or conveyance, regardless of the method of conveyance and regardless of whether such subsequent owner is a direct purchaser from the Declarant or a successive purchaser, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereafter 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 property against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, in Section 9 of these provisions, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the subdivision and the property owners, and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated upon the lots within the subdivision, including but not limited to, the payment of taxes and insurance on common properties, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Specifically included within these purposes shall be the extension of such maintenance, services and similar matters to additional properties and subdivisions which are included within the Declarant's plan of development and subjected to these covenants at a later date.

Section 3. The annual assessment shall be \$150.00 per lot. The board of directors of the association may, after consideration of current maintenance costs and future needs of the association, fix the actual assessment for any year at a lesser amount or greater amount, from time to time.

Section 4. 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 reconstruction, unexpected repair or replacement of a described capital item or improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the assent of three-fifths (3/5) of the votes of all voting members who are voting in person or by

proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Subject to the limitation of Section 3 hereof, and for the periods therein specified, the association may change the maximum and basis of the assessments fixed by Section 3 hereof, prospectively for any such period provided that any such changes shall have the assent of three-fifths (3/5) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the association is authorized to participate under its articles of incorporation.

Section 6. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of members or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. The annual assessments provided for herein shall commence on a date to be determined by Declarant and shall continue in the same date in each successive year. No adjustment or prorations of assessments shall be made by the association. For purposes of levying the assessment, assessments shall be considered to be paid in advance and shall be levied against any property which is subject to the declaration or any supplemental declaration. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. The board of directors of the association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The association shall, upon demand at any time furnish to any owner liable for

said assessment a certificate in writing signed by an officer of the association, setting forth whether the assessment has been paid. Such statement shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. If an assessment is not paid on the date when due (being the date specified in Section 7) then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof, including attorney's fees, as hereafter provided, thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then owner to pay such assessment, however, shall not pass to his successors in title unless expressly assumed by them.

If assessment is not paid within thirty (30) days after the due date, a penalty fee not to exceed \$5.00 shall be added thereto and from that date interest at the then legal rate as established by law may be added to the delinquent balance and penalty and the association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such action and in the event that judgment is obtained, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action. The Declarant or association shall establish a registered office where determination may be made of the amount of any unpaid fees and charges hereunder and the failure so to do within ten (10) years from the date of this instrument shall terminate the obligation, if any, of the purchaser for value of a lot in said subdivision from being encumbered by such delinquent fee.

Section 10. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any property owner from liability for any assessment thereafter becoming due, not from the lien of any such subsequent assessment.

Section 11. The following property subject to this declaration shall be exempted from the assessments, changes and liens created herein: (a) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all common properties referred to in the

declaration or set forth on the plat of the subdivision referred to above or acquired in the future; (c) 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; (d) lots owned by Declarant. Except as provided in this paragraph, no property or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

22. Additional Properties. Declarant reserves the right to add additional properties to these covenants at any time in the future. Upon the addition of such properties, any streets or common areas in the additional area shall be dedicated to the use of the existing property owners, the expense of such additional streets and common areas, if any, shall be added to the expenses of associated with the existing properties and the additional properties shall be prorated equally between all property owners of the existing property and the additional property.

IN WITNESS WHEREOF, the Declarant has caused the instrument to be executed in its name and in the capacity as set forth below, this 13 th day of October, 2005.

PRAIRIE DOG, LLC

By: [Signature] (SEAL)
Manager

STATE OF North Carolina
COUNTY OF Pasquotank

I, the undersigned, a Notary Public in and for the aforesaid State and County, do hereby certify that William R. Thorp, ~~Manager~~ ^{Managing Member} of Prairie Dog, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness, my hand and notarial seal this the 13 th day of October, 2005.

My Commission Expires: 9-21-2008



Alison B. Harris
Notary Public