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by: SUE H. WHITFORD
REGISTER OF DEEDS
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NORTH CAROLINA

DECLARATION OF PROTECTIVE COVENANTS OF DAWSON CREEK

PAMLICO COUNTY

THIS DECLARATION OF PROTECTIVE COVENANTS, made and entered into this the 20 day of April, 2006, by COASTAL MARKETING AND DEVELOPMENT COMPANY, a North Carolina partnership, (hereinafter referred to as "DEVELOPER"), party of the first part and all PROSPECTIVE PURCHASERS of lots in DAWSON CREEK Subdivision, parties of the second part.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of lots 1 through 134, DAWSON CREEK Subdivision Phase 1 located in Pamlico County, North Carolina, which is more particularly shown and described on that map recorded in Plat Cabinet A, Slide 150, Pages 10-16, Pamlico County Registry; and

WHEREAS, it is the desire of the DEVELOPER to insure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of each lot owner's home with no greater restriction upon the free and undisturbed use of each lot than is necessary to insure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in DAWSON CREEK Subdivision, that all of the above lots in said Subdivision as shown on map recorded in Plat Cabinet A, Slide 150, Pages 10-16, of the Pamlico County Registry, are hereby made subject to the following PROTECTIVE COVENANTS (hereinafter "PROTECTIVE COVENANTS"). These PROTECTIVE COVENANTS shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to this DECLARATION OF PROTECTIVE COVENANTS.

RETURNED TO
DATE RETURNED
4-21-06

Henderson, Baxter, Taylor & Gatchel, P.A.
Attorneys at Law
Post Office Drawer U
New Bern, North Carolina 28563

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ARTICLE 1
Definitions

As used herein,

- A. "Articles" means the Articles of the Incorporation of DAWSON CREEK PROPERTY OWNERS' ASSOCIATION, INC., which are attached hereto as Exhibit A and incorporated herein by reference.
- B. "Association" means and refers to DAWSON CREEK PROPERTY OWNERS' ASSOCIATION, INC., a nonprofit North Carolina corporation.
- C. The "Board of Directors" or "Board" shall be the elected board governing the Association and managing the affairs of the Association.
- D. "By-laws" means the Bylaws of DAWSON CREEK PROPERTY OWNERS' ASSOCIATION, INC.
- E. "Community Use Areas" means all real and personal property, together with those areas within dedicated portions of the Subdivision, which may be deeded to or acquired by the Association or not, for the common use and enjoyment of the members of the Association or in which the owners have a partial or common right or privilege to use and enjoy as provided by these PROTECTIVE COVENANTS as well as amendments hereto Community Use Areas specifically include, but are not limited to streets and roads, entrance sign area, and recreational areas , if any, within the Subdivision exclusive of boat slip areas which shall not be considered Community Use Areas.
- F. "Committee" means the Architectural Control Committee and is further defined in Article 10 hereinbelow.
- G. "Common Expenses" means and includes actual and estimated expenses of maintaining and operating the Community Use Areas and operating the Association for general purposes, including any reasonable reserve, as may be found necessary and appropriate by the Board of Directors pursuant to these PROTECTIVE COVENANTS, the Bylaws and the Articles of Incorporation of the Association.
- H. "Developer" means COASTAL MARKETING AND DEVELOPMENT COMPANY, a North Carolina general partnership, its successors and assigns or any legal entity acquiring ownership of portions of the Development Area heretofore not dedicated with the intent and for the purpose of further development.
- I. "Development Area" shall mean that property described by that map recorded in Plat Cabinet A , Slide 150 , Pages 10-16 , in the Office of the Register of Deeds of Pamlico County, North Carolina.
- J. "Lot" shall mean and refer to any one of those numbered parcels of real property which have been subdivided from the herein above described real property known as DAWSON CREEK Subdivision, Phase 1 and which are intended for single family residential purposes only, as set forth herein below. "Residential Lot" shall mean and refer to each numbered lot sold for construction of a residential dwelling and shall not include lots to be set aside by DEVELOPER as pier or marina lots, community area, or non residential lot to be used for septic systems only.
- K. "Member" shall mean and refer to each and every person and entity who or which owns a lot in DAWSON CREEK Subdivision subject to this.

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L. "Owner" shall mean and refer to the owner or holder (by purchase, devise, inheritance, decree or otherwise) whether one or more persons or entities, of a fee simple title to or interest in any Lot(s), including DEVELOPER, and contract sellers, but excluding those having such interest merely as security for the performance of an obligation or the payment of an indebtedness.

M. "Subdivision" means all of that real property known collectively as DAWSON CREEK Subdivision Phase 1 as shown on the map recorded in Plat Cabinet A, Slide 150, Pages 10-16, Pamlico County Registry, together with additional phases or sections as the same shall be shown on the maps to be recorded in the Pamlico County Registry and the properties shown thereon made subject to this Declaration of Protective Covenants.

**ARTICLE 2
APPLICABILITY**

These PROTECTIVE COVENANTS shall apply to all Subdivision numbered lots and other real property shown on the aforesaid referenced plat or map, together with such additional phases or sections as may hereinafter be added, which lots and property are for residential purposes only, except as otherwise provided herein.

**ARTICLE 3
RESTRICTIONS ON USE AND OCCUPANCY**

A. No Lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any Lot other than one (1) detached, single family residence dwelling not to exceed two and one-half stories in height above floor or piling level and such outbuilding as are usually accessory to a single family residence dwelling, including a private enclosed garage.

B. Any dwelling constructed in "Section A" including both direct waterfront lots and off water lots from lot #2 through lot #25 are subject to these Protective Covenants which require the house size shall contain not less than 2,200 square feet of heated living space for a one story house or not less than 1,800 square feet of heated living space on the first floor of a two story house.

Any dwelling constructed in "Section B" consisting of only off water lots from lot #26 through lot #70 are subject to these Protective Covenants which require the house size shall contain not less than 2,000 square feet of heated living space for a one story house or not less than 1,800 square feet of heated living space on the first floor of a two story house.

Any dwelling constructed in "Section c" consisting of only off water lots from lot #71 through lot #134 are subject to these Protective Covenants which require the house size shall contain not less than 1,800 square feet of heated living space for a one story house or not less than 1,800 square feet of heated living space on the first floor of a two story house.

The minimum square footage herein provided shall be measured by using the fully enclosed and heated floor space all devoted to general living purposes and be exclusive of roofed or unroofed porches, breeze ways, decks, terraces, garages, and any outbuildings. Any dwellings in excess of one story shall contain not less than 1800 square feet on the first level of such structures which shall be fully enclosed and

heated floor space all devoted to living purposes exclusive of roofed or unroofed porches, breeze ways, decks, terraces, garages, and any outbuildings.

In addition the total built-upon area on each lot shall not exceed the requirements of the Title 1 NCAC 2H.1003 Coastal Storm Water Regulations. The State of North Carolina shall be a beneficiary of this provision entitled to enforce the same by any available action or remedy against any lot owner who violates the terms of this provision. The following covenants are intended to ensure ongoing compliance with state storm water management permit number SW7050851 as issued by the Division of Water Quality. These covenants may not be changed or deleted without the consent of the State.

1. No more than the allowable built-upon area in square feet of any lot, as shown on Attachment A attached hereto, shall be covered by structures or impervious materials. Impervious materials include asphalt, gravel, concrete, brick, stone, slate or similar material but do not include wood decking or the water surface of swimming pools.

2. Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings.

3. Built-upon area in excess of the permitted amount requires a state storm water management permit modification prior to construction.

4. All permitted runoff from out parcels or future development shall be directed into the permitted storm water control system. These connections to the storm water control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.

C. No above-grade structure (except approved fences or walls) may be constructed or placed on any Lot except within the minimum building setback lines as set forth herein:

1. Thirty (30) feet from the Lot front line.
2. Ten (10) feet from the Lot side line.
3. Fifteen (15) feet from the Lot rear line. In the case of waterfront lots, construction cannot occur within 75 feet from the highwater mark of Dawson Creek per Pamlico County setback requirements.
4. Twenty (20) feet from any corner Lot side line.

Hardship variances from these requirements may be granted by DEVELOPER or its designated representative or the Committee in its sole discretion.

An Owner of a lot and a portion or all of an adjoining and contiguous Lot or Lots may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous Lots, all such structures shall comply with the minimum building setback lines from the actual boundary lines of the subject Owner's property, and thereafter such combinations of lots or portions thereof shall be treated for all purposes under these PROTECTIVE COVENANTS as a single Lot.

D. No Lot or Lots shall be subdivided except to enlarge an adjoining Lot, but any Lot so enlarged cannot be improved with more than one single family dwelling or re-subdivided.

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E. All plumbing fixtures and sources of sewerage located on a Lot shall be connected to an individual septic tank or other sewer system located upon such Lot and approved by the appropriate governmental authorities. Each such approved individual septic tank or sewer system shall be maintained in good and proper working order and condition by the Owner in accordance with the requirements of governmental authorities having jurisdiction. No outside toilet shall be constructed or permitted on any Lot except during construction as herein expressly provided.

F. The building setback requirements set forth herein are not applicable with respect to the construction of bulkheads, docks, piers or similar structures placed upon those Lots which adjoin navigable waterways so long as such structures do not encroach on easements set forth in these PROTECTIVE COVENANTS or on the recorded maps for DAWSON CREEK Subdivision and otherwise are in compliance with the terms and conditions of these DAWSON CREEK PROTECTIVE COVENANTS.

The Owner or Owners of the property on which bulkheads, jetties or other artificial stabilization devices are to be constructed must, prior to construction, obtain written approval from the appropriate Federal, State, County and local authorities, and the DEVELOPER, its duly designated representative or the Committee.

Piers and docks may be constructed on the property or adjacent thereto, provided that prior to construction, written approval has been obtained from the appropriate Federal, State, County and local authorities, and the DEVELOPER, its duly designated representative or the Committee in accordance with said paragraph J(21.) of this Article III.

G. Construction activity on a Lot shall be confined within the boundaries of said Lot. Each Lot Owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his Lot.

H. All lots within the Dawson Creek Subdivision shall be well maintained and no accumulation of rubbish or debris shall be permitted. Furthermore, all lots within the Dawson Creek Subdivision that do not have a house constructed upon it shall be mowed and cleared of underbrush as deemed necessary by the Developer or the Dawson Creek Property Owners Association - Board of Directors to maintain a well groomed appearance throughout the community. These maintenance costs will be paid for out of the annual maintenance assessments. All maintenance work will be done in a manor that is in compliance with all state and federal laws including but not limited to the Neuse River Vegetative Buffer Zone. This provision shall not apply to any federal or state regulated wetland areas.

I. Owners shall be responsible for any damage done to any streets, roadways, access ways, Community Use Areas, bulkheads, or property of other Owners within the Subdivision which may be caused by any Owner, his agents, employees, guests, licensees or invitee and the Association shall have the authority to assess any Owner for such damage and such charge shall be a special assessment against the Owner and his Lot(s) and may be enforced in accordance with the provisions of Article 7 herein.

J. The following general prohibitions and requirements shall apply and control the improvements, maintenance and use of all Lots:

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1. No mobile home, double wide home, modular home, tent, or temporary house, temporary garage or other temporary outbuildings shall be placed or erected on any Lot, provided, however, that the committee or DEVELOPER may grant permission for temporary structures for storage of materials during construction. All dwellings shall conform to the North Carolina State Building Code for newly constructed homes.

2. Once construction of a dwelling or other improvements are started on any Lot, the improvements must be substantially completed in accordance with the approved plans and specifications within twelve (12) months from commencement.

3. During construction of improvements on any Lot, adequate portable sanitary toilets must be provided for the construction crew and the Lot must be cleaned of excess debris at least once a week.

4. All dwellings and permitted structures erected or placed on any Lot shall be constructed of material of good grade, quality and appearance, and all the construction shall be performed in good workmanship manner and quality. The covering for all roofs shall be materials approved by the Committee, materials and colors for the exterior of all dwellings and permitted structures must be approved by the Committee. No used structures shall be relocated or placed on any Lot and no structures shall have an exterior constructed of concrete blocks, asbestos or asphalt siding. Any permitted outbuilding shall be of the same material, quality, general appearance and workmanship as the dwelling on the Lot. All outbuildings exclusive of garages are to be placed in the rear portion of the Lot.

5. Except structures erected by the DEVELOPER, no structure erected upon any Lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the DEVELOPER, its duly designated representative, or the Committee.

6. Any dwelling or improvement on any Lot that is destroyed in whole or in part by fire or other casualty may be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on such Lot longer than three months.

7. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted on any Lot within the Subdivision; provided, however, this shall not prevent bonafide "classic car" restoration or an unregistered vehicle so long as the same is kept or stored in a garage.

8. No vehicle of any type shall be parked on any street in the Subdivision. No truck nor other vehicle in excess of a one-ton load capacity nor any motor home, trailer, camper or similar vehicle, including boats, shall be parked or kept overnight or longer, on any Lot, in such a manner as to be visible to the occupants of other Lots or the users of a street or recreation area, except in a designated community area.

9. All outdoor poles, clotheslines and similar equipment shall be screened or so placed as not to be visible by the occupants of other Lots or the users of any street or recreation area.

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10. No advertising signs or billboards or other advertising structure(s) of any kind shall be erected on any Lot or displayed to the public on any Lot subject to these restrictions except that one sign of not more than four square feet in area may be used to advertise a completed dwelling for sale or rent. This covenant shall not apply to signs erected by the DEVELOPER used to identify and advertise the Subdivision as a whole, or construction identification signs approved by the Committee showing Lot numbers and name of builder, or by a homeowner for the purposes of identifying the homeowner as the resident on said Lot. Said identification sign shall not exceed in size a total of four square feet.

11. No satellite dish antennas larger than 20 inches in diameter are permitted to be installed on any Lot in that portion of the Lot lying between the plane of the front wall of the house and the right of way of any roadway which adjoins the Lot; any satellite dish installed shall be screened from view from the roadway which adjoins the Lot on which the satellite dish is located and also screened from view by adjoining property Owners. The design and location of the screening of the satellite dish larger than 20 inches in diameter shall be approved by the Committee before installation.

All radio antenna installations shall be approved in writing by the Committee before the antenna is installed.

12. All dwelling connections for all utilities, including but not limited to, water, electricity, gas, telephone, and television shall be run underground from the proper connecting points to the dwelling structure in such manner as may be acceptable to the appropriate utility authority. The cost for such underground service shall be shared by the Owner and utility company in conformity with existing utility company policy, if any. In no event shall DEVELOPER be responsible for such costs DEVELOPER may, however, in its sole discretion waive the provisions of this paragraph if, in the opinion of DEVELOPER, federal flood insurance regulations or the ordinance regulations of Pamlico County make the underground service impractical.

13. No animals shall be permitted to remain on any Lot other than dogs, cats, or other small household pets, always in reasonable numbers and subject to reasonable rules and regulations as may be promulgated from time to time by the Association.

14. The erection of fences shall require approval of the Committee or DEVELOPER, along the side line of any Lot that adjoins a street except a split, wooden fence of not more than (2) horizontal rails. No fence of chain link type construction or in excess of four feet in height shall be approved by the Committee, except that the Committee or DEVELOPER, in its sole discretion, may approve fences of chain link construction and up to six feet in height for the purpose of confining pets provided same does not extend more than twenty-five (25) feet in any direction and are constructed within the minimum building setback lines in the rear portion of the Lot. All fences must be of a decorative nature which do not interfere with adjoining property Owners' views of adjacent bodies of water.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereof tending to cause embarrassment, discomfort, annoyance or nuisance to the DEVELOPER or any Owners. There shall not be maintained any plants or animals, or device or anything of any sort whose

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normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

16. In order to maintain the rural, wooded character of all wooded areas in the Subdivision, some tree removal may be approved by the Committee or DEVELOPER. All Owners must submit a "Lot Cutting Plan" to the Committee or DEVELOPER for approval before any trees are cut on their Lot. The purpose for requiring a "Lot Cutting Plan" is to prevent clear cutting of Lots or unsightly removal of trees which would diminish the natural beauty of the community. The following guidelines must be adhered to in the "Lot Cutting Plan":

a. The "Lot Cutting Plan" must be submitted to the Committee or DEVELOPER and approved before work to remove any trees can begin. Failure to receive approval of the "Lot Cutting Plan" prior to starting work could result in a fine levied against the Owner for each tree removed prior to receiving approval, and all work could be stopped until the "Lot Cutting Plan" is approved.

b. The "Lot Cutting Plan" will include the following:

1.) A plat of the Lot showing the proposed location of the dwelling, the driveway, septic system, detached buildings, and areas of planting and landscaping, all drawn to scale.

2.) The location on the plat of the areas where trees exceeding six (6) inches in diameter will be removed and identify the number of trees that will be removed. However, trees within the locations described below in subparagraph 3 should not be included on said plat.

3.) All trees located within the construction areas shall be deemed as approved for removal. This automatic approval includes a driveway area not to exceed more than twelve (12) feet in width, a septic area, any detached building area, and the location of the dwelling plus an area extending out twenty-five (25) feet from all exterior walls of the dwelling. In addition, dead or leaning trees, and trees less than six (6) inches in diameter are deemed approved for removal, subject to all state, federal and local regulations.

17. Burning as a means of clearing brush shall not be permitted.

All other burning may be allowed only under appropriate circumstances if approved in advance by the DEVELOPER or the Committee and the Owner has obtained all necessary government permits.

18. No inoperable, or submerged or sunk, or partially submerged or partially sunk, boat may be docked or moored at any private or common dock or pier in DAWSON CREEK Subdivision nor may any boat be used for any other purpose than recreational.

19. No mail or newspaper receptacle or other receptacle of any kind for use in the delivery of mail, newspapers or magazines or similar material shall be erected or located upon any Lot except such receptacle of standard design as shall have been approved by the committee.

20. Any waterfront Lot designated by the DEVELOPER as a non-residential Lot is restricted by the following:

a. A building placed on a non-residential Lot must be open in design such as a gazebo, consisting of a roof, flooring, decking but cannot be closed in, and cannot exceed more than 200

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square feet in size. This building can be screened in, electric and water service can be run to the building, but no septic system is allowed. This building is not to be used for living quarters. The sides must be open so that the view of the adjacent bodies of water are not obstructed. Any state, county or town permits to construct such a building must be obtained from the appropriate governing body before construction begins.

b. A set of plans must be submitted to the Committee or DEVELOPER for approval before construction begins. Failure to receive approval before construction begins could result in a fine levied against the Owner and construction could be stopped until a set of plans are submitted and approved.

c. Cutting and removal of trees must be approved by the Committee or DEVELOPER in accordance with the requirements in the above subparagraph J(16.) of these Covenants.

d. Any pier or dock constructed upon any lot must meet the requirements of the below subparagraph J(21.) of these Covenants.

21. All piers or docks along the waterway shall be constructed within the established riparian lines as shown on plan approved and filed with DENR Division of Coastal Management, Morehead City, North Carolina.

a. "T" heads or platforms will be allowed at the end of the walkway closest to the water, but limited to 300 square feet of platform area, and no longer than 30 feet. All "T" heads or platforms must be centered within the riparian area.

b. Docks will be constructed of materials approved by the Committee.

22. Any interior lot designated as a non residential lot by the developer for purpose of installation of a septic system will be restricted by the following:

a. Each lot will be designated with an (A) following the lot number and must be conveyed with its corresponding numbered lot.

b. No structures, temporary or permanent will be placed on the lot.

c. No storage of boats, vehicles, debris, etc., will be placed on lot.

d. The lot will be maintained as a residential lot in accordance with Article 3, Paragraph H until a septic system has been installed on the lot, at that time the maintenance of the lot will become the sole responsibility of the property owner and will be maintained in the same manner as deemed necessary by the developer or the Board of Directors for all lots that a home has not been constructed on.

K. This Article and these PROTECTIVE COVENANTS shall not apply to any sales office which may be maintained by the DEVELOPER within DAWSON CREEK Subdivision.

ARTICLE 4

ASSOCIATION

A. An Association named DAWSON CREEK PROPERTY OWNERS' ASSOCIATION, INC. has been or will be formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the

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General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the Community Use Areas and facilities located upon the Community Use Areas; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the Owners use and occupation of Lots.

B. Each Owner of each Residential Lot within the Subdivision shall be a Member of the Association. The DEVELOPER, by the Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, and by the recording of these PROTECTIVE COVENANTS, covenant and agree with respect to the Association;

1. That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a Member of the Association; and ownership of a Lot; and

2. That each shall be subject to the rules and regulations of the Association with regard to ownership of a Lot; and

3. That any unpaid assessment, whether general or special, levied by the Association in accordance with these PROTECTIVE COVENANTS, the Articles or the Bylaws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.

C. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

D. The qualifications for membership in the Association, the manner of admission to membership in the Association, the manner of termination of such membership, and the voting rights of the members of the Association shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of such Article being incorporated herein by reference.

E. The affairs of the Association shall be managed by a Board of Directors, the number, qualifications, term and method of election of which shall be as provided from time to time by the Bylaws of the Association; and provided, further that the number of members of the first Board of Directors shall be two (2); and, provided, finally, that, notwithstanding any of the foregoing, so long as the DEVELOPER, owns twenty (20%) percent or more of the residential lots in the development, but in any event, not longer than December 31, 2009, said DEVELOPER shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Association who need not meet the qualifications for directors as provided by said Bylaws or herein.

F. After the DEVELOPER has relinquished control of the Association as set forth in E. above, there shall be a special meeting of the membership for the purpose of electing a Board of Directors to serve until the next annual meeting and until new directors are elected and qualified.

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ARTICLE 5

MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Community Use Areas of the Subdivision shall be the sole right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of these PROTECTIVE COVENANTS, the Articles and the Bylaws of the Association, but may be delegated or contracted to managers or a management service.

ARTICLE 6

COMMON EXPENSES

The Common Expenses of the Subdivision include:

All amounts expended by the Association operating, administering, managing, maintaining, repairing, replacing and improving the Community Use Areas of the Subdivision; and amounts expended by the Association in insuring the Community Use Areas in the Subdivision; all amounts expended by the Association in legal, engineering, or architectural fees; and similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by these PROTECTIVE COVENANTS, Articles or Bylaws; and all amounts expended in any form by the Association in enforcing these PROTECTIVE COVENANTS, the Articles and the Bylaws.

ARTICLE 7

ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT

A. The Association has heretofore been given the authority to administer the operation and management of the Community Use Areas of the property. To properly administer the operation and management of the Community Use Areas, the Association will incur, for the mutual benefit of all the Owners of Lots, costs and expenses sometimes herein referred to as "Common Expenses". In furtherance of the grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation of, the management of, and for capital improvements to the Community Use Areas, the following shall be operative and binding upon the Owners of all Lots.

B. Creation of the Lien and Personal Obligation of Assessments: The DEVELOPER for each Lot owned within the Development Area and each Owner for any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed and by the recording of these PROTECTIVE COVENANTS is deemed to covenant and agree to pay the Association:

- (1) annual assessments or charges, and
- (2) special assessments for capital improvements or special assessments as established by the Board of Directors of the Association, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with the interest, costs and reasonable attorney's fees, if any, shall be a charge on the Lots and shall be a continual lien upon each Lot against which they are levied. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when

the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successor in title unless expressly assumed by him.

PROVIDED, the DEVELOPER shall be exempt from the payment of the yearly assessment fee for any unsold Lots which are platted of record in the Office of the Register of Deeds of Pamlico County.

C. Purpose of maintenance assessment: the assessments levied by the association shall be used exclusively to maintain a well groomed appearance throughout the community as deemed necessary by the Developer or the Dawson Creek Property Owners Association by mowing and undercutting brush on all lots not built upon including open areas as well as wooded areas, but excluding state and federal regulated wetland areas, to promote the recreation, health, safety and welfare of the residents of the Subdivision and in particular for the improvements, maintenance, and repair to the community use areas above provided, the maintenance of all roads and streets of the property, as have been mapped or constructed within the overall tract of Dawson Creek Subdivision, Phase 1, until such time as they are taken over by the State of North Carolina, as well as acquisition and maintenance of any and all other community use areas of the Subdivision, including but not limited to, the cost of repairs, repaving, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payments of fees assessed against the easements areas and the community use areas, utility services and the procurement and maintenance of insurance as may be deemed necessary.

D. Initial and Maximum Annual Assessment: The initial assessment, payable to the Association shall be prorated and paid at the time of closing of the purchase of a Lot, so that all payments thereafter shall be due on January 1 of that year. The initial assessment payable to DAWSON CREEK PROPERTY OWNERS' ASSOCIATION is to be \$850.00 per annum. The maximum annual assessment for each calendar year thereafter shall be established by the Board of Directors of the Association and may be increased by the Board of Directors for any calendar year without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year.

The maximum annual assessment for any calendar year may be increased without limit by a vote of two-thirds of the Members who are voting in person or by proxy at a meeting called for this purpose.

Excess amounts collected through assessments for any particular calendar year shall be carried over to the next budget year, and said sums carried over shall be considered by the Board of Directors of the Association in formulating the budget for the approaching year and arriving at the assessments required of the Lot Owners for the approaching year.

E. Special Assessments for Capital Improvement: In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair, replacement or repaving of a capital improvement to the roads and streets of the property, the easement areas described above, or any other Community Use Areas of the property, including fixtures and personal property related

thereto, provided that any such assessments shall have the assent of two-thirds of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed to the uniform rate for all Lots and may be collected on a schedule determined by the vote of the Members at said meeting.

F. Date and Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall be collected on an annual basis and shall commence as to all Lots on the first day of January, 2006, and thereafter as to Owners other than DEVELOPER, on the first day of each calendar year following the conveyance of a Lot to any such Owner. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. If no notice is given of a new assessment, then the previous year's assessment will apply.

G. Effect of Nonpayment of Assessments; Remedies of the Association: Any general or special assessment, if not paid within thirty (30) days after the date of such assessment is due, together with interest at the rate of twelve percent (12%) per annum, costs of collection, court costs, and reasonable attorney's fees shall constitute a lien against the Lot upon which such assessments are levied. The Association may record notice of the same in the Office of the Clerk of Superior Court of Pamlico County or file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein.

H. Sale or Transfer of Property: The sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust pursuant to a foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.'

ARTICLE 8

**COMPLIANCE WITH THIS DECLARATION, THE ARTICLES
AND THE BYLAWS OF THE CORPORATION**

In the case of failure of an Owner to comply with the terms and provisions contained in this Declaration, the Article, the Bylaws or Rules and Regulations of the Association, the following relief shall be available:

A. The Association, the DEVELOPER and any Owner, an aggrieved Owner within the Subdivision on behalf of the Association or any Owner on behalf of all the Owners within the Subdivision shall have the right to enforce by any proceeding at law or in equity, all of the conditions, covenants and restrictions of these PROTECTIVE COVENANTS and the Articles, Bylaws and rules and regulations of the Association and any and all laws hereinafter imposed pursuant to the terms of these PROTECTIVE COVENANTS. The prevailing party shall be entitled to collect all costs thereof, including reasonable attorney's fees.

B. The Association shall have the right to remedy the violation and assess the costs of remedying same against the offending Owner as a special assessment as provided in Article 6 herein.

C. For any violation by an Owner, including, but not limited to, the nonpayment of any general or special assessment, the Association shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, employees, licenses and invitees of the Community Use Areas in the Subdivision for any period during which a violation continues except that such penalties may not be for more than sixty (60) days for violation of any of the Associations published rules and regulations. The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law.

D. The failure of the Association or any person or Owner to enforce any restriction contained in these PROTECTIVE COVENANTS, the Articles, by Bylaws or the rules and regulations shall not be deemed a waiver of the right to do so thereafter.

ARTICLE 9

**PROPERTY RIGHTS OF LOT OWNER, CROSS-EASEMENTS,
AND EXCEPTIONS AND RESERVATIONS BY DECLARANT**

A. Every Owner of a Lot within the Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Community Use Areas within the Subdivision for each and every purpose or use to which such Community Use Areas were intended as determined by their type, or for which such Community Use Areas generally are used, including, but not limited to, easement of access, maintenance, repair or replacement of the Community Use Areas. Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:

1. The Association shall have the right to make reasonable rules and regulations respecting the use of same.

2. An easement for future dredging of the areas adjacent to the boat docking facility for the purpose of maintaining the dock as may be necessary is granted to those Lot Owners who shall also purchase a boat slip within the Marina lot and other lots set aside for use as dock or pier lots.

3. An easement for the docking of boats, privately owned by the Owners, along said docking facility within one of the slips of said docking facility and an easement over and across the boat docking facilities is granted to those Lot Owners who shall also purchase a boat slip within the dock. Each Owner's slip shall be designated by the DEVELOPER, which slip number shall be affixed to the slip of the docking facility to be used by the Owner thereof.

B. The Association hereinafter may grant easements for utility purposes for the benefit of the Subdivision and the Lots now or hereafter located thereon, over, under, along and through the Community Use Areas. Provided, however, that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.

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C. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Community Use Areas, and facilities to the Members of his family, his tenants, and contract purchasers who reside on the property.

D. Easements and rights of way over and upon each Lot for drainage and the installation and maintenance of utilities and services are reserved to DEVELOPER and its successors and assigns for such purposes as DEVELOPER may deem incident and appropriate to its overall development plan, such easements and rights of way being shown or noted on the aforesaid recorded plat of the Subdivision. The easements and right of way areas reserved by DEVELOPER on each Lot pursuant hereto shall be maintained continuously by the Owner but no structures or plantings or other material shall be placed or permitted or remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Improvements within such areas also shall be maintained by the respective Owner except those for which a public authority or utility company is responsible. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soils, or to take any other similar action reasonably necessary in the opinion of the DEVELOPER to provide an economical and safe installation.

E. The DEVELOPER and the Owners, by these presents, hereby establishes, grants, gives and conveys to each and every Owner or future Owners of a Lot in DAWSON CREEK Subdivision an easement of ingress, egress and regress over and across all of the roads and streets of DAWSON CREEK Subdivision shown on map of record in Plat Cabinet A, Slide 150, Pages 10-16, Pamlico County Registry. It is the intent of the DEVELOPER that this grant of easement be deemed hereinafter as an appurtenance to each and every Lot within DAWSON CREEK Subdivision, and any conveyance or transfer of the title to any Lot in DAWSON CREEK Subdivision shall be deemed to include this easement, whether expressly stated therein or not.

F. Every Owner shall have a right and easement of enjoyment in and to any and all other Community Use Areas which are owned or leased by the Association for the enjoyment of the Owners; this right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot.

G. There is granted to Tideland EMC, its successors and assigns, a blanket easement to go upon the property that is the subject of these PROTECTIVE COVENANTS for the purpose of installing and maintaining the appropriate electrical transmission wires and equipment; provided, however, this easement is subordinate to and is expressly subject to any and all existing structures, including septic tanks, located on the property at the time Tideland EMC, its successors and assigns, seeks to place electrical transmission wires and equipment on the property.

H. There is granted to the Owners of any numbered "A" nonresidential septic lots a 10-foot wide perpetual, nonexclusive easement within the road and street right of way of the Dawson Creek Subdivision to install, maintain and repair sewer lines from the Owner's numbered lot to the respective numbered "A" nonresidential septic lot.

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The Owner of Lot 80 is also granted a perpetual nonexclusive easement being twenty feet (20') wide, the centerline being the property line between Lot 77 and Lot 78 from the roadway to the respective Lot 80A for the purposes of installation, repair and maintenance of sewer line.

The Owner of Lots 51, 52, 53, 54, 55, 61, 62, 67 and 68 are granted a perpetual nonexclusive easement of twenty feet (20') wide, the centerline being the property line between Lot 61 and Lot 62 and a perpetual nonexclusive easement within that thirty feet (30') wide utility easement along Lots 62, 63, 64 and Open Space 3 adjacent to Creek Place Drive to and including the fifteen feet (15') wide access and easement leading from Creek Place Drive to the Janeiro Road as shown on plat recorded in Plat Cabinet A, slide 150, Page 10-16, Pamlico County Registry to install, maintain and repair sewer lines from the Owners numbered lot to the respective numbered "A" nonresidential septic lot.

The Owners of the easements will be responsible to repair any damage done to the easement during the installation, repair and maintenance of the sewer lines. All roadways and easement areas will be repaired in a manner suitable to the Board of Directors of the Association.

I. DEVELOPER reserves the right to complete the development of DAWSON CREEK Subdivision, Phase 1 and further DEVELOPER reserves the right to add additional properties to DAWSON CREEK Subdivision and the Owners of which properties shall be entitled to use the Common Areas and facilities of the Subdivision the same as other DAWSON CREEK Subdivision Owners. The additional properties and Owners thereof shall be subject to the same dues and assessments as DAWSON CREEK Subdivision Owners, be members of the Association, and such additional properties shall be subjected to restrictive covenants comparable to those of DAWSON CREEK Subdivision.

ARTICLE 10
ARCHITECTURAL CONTROL COMMITTEE
AND PROCEDURES

A. 1. The DEVELOPER, in conjunction with the Association, shall create and establish an Architectural Control Committee (herein referred to as the "Committee") for the purpose of reviewing and approving any and all proposed structures, buildings and improvements as to conformity and harmony of external design and consistency with plans of existing residences or other buildings and site locations.

2. In addition to its duties of review and approval of external harmony and design, the Committee shall monitor the compliance with all use restrictions, design and architectural control provisions and conditions and other restrictions The Committee shall report such violations as may come to its attention to the DEVELOPER or the Association for appropriate actions of enforcement.

3. The Committee shall be composed of a minimum of two (2) members of the Association. Until such time as the Committee has been established, the DEVELOPER shall perform the functions as outlined above and elsewhere herein. Where the term "The Developer" or "The Committee" have been used, this term shall be construed to mean that only one of the two entities will perform the duties and function, and when the Committee is established, that Committee will perform the duties and functions as outlined above. Upon the appointment and organization of the Committee, the Committee

shall adopt such administrative procedures as will insure the submission, review and approval of any and all buildings and/or improvements constructed.

B. No construction, which term shall include within its definition clearing, excavation, grading and other site work, shall take place except in strict compliance with this Article, and until the approval of the Committee or DEVELOPER has been obtained.

C. The Committee or DEVELOPER shall have jurisdiction over all original construction on any Lot and later changes or additions after initial approval thereof together with any modifications, additions or alterations subsequently to be constructed on any Lot or made to any improvements initially approved.

D. The Committee or DEVELOPER shall have the right to disapprove any plans, specifications and details submitted to it in the event the same are not in accordance with any of the provisions of these PROTECTIVE COVENANTS and the guidelines.

Disapproval of plans, location, specifications or details may be based upon any grounds, including purely aesthetic considerations which the Committee or DEVELOPER, in its sole and uncontrolled discretion, shall deem sufficient, however, approval of plans shall not be unreasonably withheld.

An Owner shall have the right to appeal disapproval of plans, location, specification and details to the Board of Directors. The decision by the Board of Directors shall be final and not subject to appeal or review.

E. The Committee or DEVELOPER shall approve or disapprove plans, specifications and details submitted in accordance with its procedures within thirty (30) days from the receipt thereof. In the event that the Committee or DEVELOPER fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to the Committee or DEVELOPER, approval for the purposes of this Article, shall be deemed to have been given by the Committee or DEVELOPER.

F. The Committee, or its agent, or the DEVELOPER shall have the right to inspect all construction to ensure that it is performed in strict accordance with the approved plans, specifications and details.

G. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of any residence or permitted pertinent structures, or to paint the interior of the same any color desired.

H. Neither the DEVELOPER nor the Committee nor the Board of Directors or any architecture agent thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.

ARTICLE 11

AMENITIES AND FACILITIES

Every park, recreation area, recreation facility dedicated access and other amenities appurtenant to the Subdivision, whether or not shown and delineated on any recorded plat of the Subdivision, shall be considered private and for the sole and exclusive use of the Member Owners of Lots within the Subdivision. Neither DEVELOPER'S execution nor the recording of any plat nor any other act of DEVELOPER with respect

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to such areas is, or is intended to be, or shall be construed as a dedication to the public of any such areas, facilities or amenities The roads as shown on the maps of DAWSON CREEK Subdivision were constructed in accordance with the then existing standards specifications of the North Carolina Department of Transportation. Said roads shall remain private and shall be deeded to the Association by the DEVELOPER. The roads shall be maintained by the Association until such time as they are dedicated to the State of North Carolina, which dedication shall be at the sole choice of the Association.

ARTICLE 12

WAIVER

No provision contained in these PROTECTIVE COVENANTS, the Articles or the Bylaws, shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

ARTICLE 13

VARIANCES

The Board of Directors in its discretion may allow reasonable variances and adjustments of these PROTECTIVE COVENANTS in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document to create a subdivision of Lots owned in fee by various persons with each such Owner having an easement upon areas owned by the Association.

ARTICLE 14

DURATION, AMENDMENT AND TERMINATION

A. All covenants, conditions restrictions and affirmative obligations set forth in these PROTECTIVE COVENANTS shall run with the property and Development Area and all portions thereof, and be binding on all parties having any right, title or interest in the property and Development Area, or any portion thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of the same, for a term of twenty (20) years from the date these PROTECTIVE COVENANTS are recorded in the Pamlico County Registry, after which time these PROTECTIVE COVENANTS shall be automatically extended for successive periods of twenty years, unless a majority of the then Owners agree to revoke the same. These Articles may be amended at any time by a vote of not less than a majority of the Owners and an instrument must be recorded in the Pamlico County Registry for such an amendment to be effective.

B. Invalidation of any one of the covenants, conditions or restrictions contained in these PROTECTIVE COVENANTS by any court, agency or legislative order shall in no way affect any other covenants, conditions or restrictions contained in these PROTECTIVE COVENANTS which shall remain in full force and effect.

ARTICLE 15

CAPTIONS

The captions preceding the various Articles of these PROTECTIVE COVENANTS are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of these PROTECTIVE COVENANTS. As used herein, the singular includes the plural and where there is more than one Owner of

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a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

ARTICLE 16

ASSIGNABILITY OF RIGHTS AND LIABILITIES

DEVELOPER shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing and reserved to it by these PROTECTIVE COVENANTS. Following any such disposition, DEVELOPER in no way shall be liable or responsible to any party with regard to any such right, interest, or liability or any claim or claims arising out of same in any manner.

ARTICLE 17

LIBERAL CONSTRUCTION

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements by an Owners' Association with each Owner entitled to and burdened with the rights and easements equivalent to those of other Owners.

IN WITNESS WHEREOF, COASTAL MARKETING AND DEVELOPMENT COMPANY, a North Carolina General Partnership, has executed this instrument by and through its General Partners by authority duly given and has adopted as its seal the typewritten word "SEAL" appearing after its name hereinbelow and its managers have adopted as their seal the typewritten word "SEAL" appearing after their signatures hereinbelow on this the day and year first above written.

COASTAL MARKETING AND DEVELOPMENT COMPANY,
a North Carolina General Partnership (SEAL)

Duncan Harrison (SEAL)
DUNCAN HARRISON, General Partner

J. Michael Sanders (SEAL)
J. MICHAEL SANDERS, General Partner

STATE OF NORTH CAROLINA

COUNTY OF Craven

I, Tracy C. Miller, a Notary Public in and for the State and County above, do hereby certify that DUNCAN HARRISON, and J MICHAEL SANDERS, as General Partners of Coastal Marketing and Development Company personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and notarial seal, this the 20 day of April, 2006.



Tracy C. Miller
NOTARY PUBLIC

My Commission Expires: 3 7 2011.

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EXHIBIT A

ARTICLES OF INCORPORATION

FOR

DAWSON CREEK PROPERTY OWNERS' ASSOCIATION, INC.

I, the undersigned natural person of the age of eighteen (18) years, hereby do form a non-profit corporation under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina entitled "Non-Profit Corporation Act", and the several amendments thereto, and to that end do hereby set forth:

1. Name: The name of the corporation is **DAWSON CREEK PROPERTY OWNERS' ASSOCIATION, INC.**

2. Duration: The period of duration of the Corporation shall be perpetual.

3. Definitions: As used in these Articles of Incorporation (Articles):

(A) "Dedication" means the act of committing DAWSON CREEK, to the purposes of the Declaration of Protective Covenants of DAWSON CREEK Subdivision. "Dedicate" means the act or series of acts culminating in dedication.

(B) "Declaration of Protective Covenants of DAWSON CREEK" means that instrument recorded in Book 467, at Page 714, in the Office of Pamlico County Register of Deeds, and amendments thereto.

(C) "Lot" means a separately numbered tract of land lying within DAWSON CREEK Subdivision, Phase 1 and which, according to the map or plat recorded at Plat Cabinet A, Slide 150, Pages 10-16, Pamlico County Registry, which may be conveyed by the Developer and owned in fee by the grantee thereof, and held for such uses as are consistent with the Articles of the Corporation. No tract of land shall become a "Lot" as that word is used herein until the area on which same is located is "dedicated". The Lots within DAWSON CREEK Subdivision Phase 1 are numbered one (1) through one-hundred thirty-four (134), and are shown and recorded on a map or plat entitled "The Final Plan of DAWSON CREEK Subdivision, Phase 1", of record in the office of the Register of Deeds of Pamlico County, North Carolina in Plat Cabinet A, Slide 150, Pages 10-16.

(D) "Developer" means Coastal Marketing and Development Company, a North Carolina partnership whose address is: 309 Middle Street, New Bern, NC 28560.

4. Purposes: The principal purposes for which the Corporation is organized are:

(A) To own, manage, administer and maintain any real estate which may hereafter be acquired by purchase, gift, annexation, dedication or otherwise.

(B) To maintain the streets, access ways and any other common area of DAWSON CREEK Subdivision.

(C) To undertake the performance of the acts and duties incident to the administration, management and operation of the above-described facilities in accordance with the terms, provisions and restrictions contained in these Articles, the Bylaws of this Corporation hereafter lawfully adopted (Bylaws),

and the Declaration of Protective Covenants of DAWSON CREEK Subdivision, duly executed and recorded, and all lawful amendments to any of these documents.

(D) To promulgate such rules, regulations, restrictions, covenants, and conditions and to perform such acts as are deemed necessary to achieve the aforesaid objections.

(E) To enforce all restrictions contained in the Declaration of Protective Covenants of DAWSON CREEK Subdivision, or acquired real estate hereinafter dedicated to the purposes of this Corporation.

(F) To sell, trade, buy, lease, and otherwise deal with such property, whether real or personal, as may be necessary or convenient to carry out the provisions of these Articles, the Bylaws, or the Declaration of Protective Covenants of DAWSON CREEK Subdivision.

(G) To establish an orderly and efficient system of billing to pay for the expenses incurred and the furtherance of the aforesaid purposes.

(H) To engage in any lawful act or activity for which non-profit corporations may be organized under Chapter 55A of the General Statutes of North Carolina and which is permitted to be done or carried on by a corporation exempt from state income and franchise taxes under Section 105-130 and 105-125 of the General Statutes of North Carolina, and the several amendments thereto and a corporation electing to be treated as a tax exempt homeowner's association under the Section 528 of the 1954 Internal Revenue Code, as amended, in the event and during the tax years of such election.

5. Powers: In connection with carrying out the purposes set forth in the preceding paragraph, the Corporation has the powers granted non-profit corporations under the laws of the State of North Carolina by way of addition to, and not by way of limitation of, the above powers, the Corporation shall have the following specific powers:

(A) To levy and collect assessments against members of the Corporation to defray the expenses of the Corporation;

(B) To enter into any and all contracts necessary or desirable to accomplish the purposes of the Corporation;

(C) To contract for the management of the Corporation's business and to delegate to such manager or professional management service all of the powers and duties of the Corporation except those which may be required by these Articles or the Bylaws to be exercised by the Board of Directors or the members of the Corporation.

(D) To exercise, undertake and accomplish all the rights, duties and obligations which may be granted to or imposed upon the Corporation.

(E) To do any and all lawful acts.

6. Members and Voting: The Association shall have membership and voting as follows:

(A) Every person acquiring title to any lot upon which a residential dwelling is to be constructed or is constructed shall become a member of DAWSON CREEK PROPERTY OWNERS' ASSOCIATION, INC. The Owners of any Lots set aside for boat docks and boat slips and/or a Marina shall not have any vote applicable to such lots.

(B) Each residential lot and the membership associated therewith shall be entitled to one vote per lot:

7. Directors: The membership of a Member or a Member's interest in the funds and the assets of the Corporation may not be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Lot upon which that particular membership is based.

The number of Directors and the method of election of the Directors shall be fixed by the Bylaws; however, the number of Directors shall not be less than two (2). Directors shall be elected at large from the membership.

The first election by the members or the Association for Directors shall not be held until after the Developer has relinquished control of the Association as set out in the Declaration of Protective Covenants. Thereafter, the election of Directors shall take place at the annual meeting of the membership as provided in the Bylaws.

The number of Directors constituting the initial Board of Directors shall be two (2) and the names and address of the persons who are to serve as the first Board of Directors are as follows:

NAME	ADDRESS
Duncan Harrison	309 Middle Street New Bern, NC 28560, Craven County
Michael Sanders	309 Middle Street New Bern, NC 28560, Craven County

8. Tax Status: The Corporation shall have all the powers granted nonprofit corporations under the laws of the State of North Carolina. Notwithstanding any other provision of these Articles, this Corporation hereby elects tax-exempt status under Section 528 of the Internal Revenue Code of 1986. This corporation shall not carry on any activities prohibited by a Corporation electing tax-exempt status under Section 528, or any corresponding sections or provisions of any future United States Internal Revenue Law. It is further provided that no distributions of Income of the Corporation are to be made to members, directors or officers of the Corporation; provided, however, that members of the Corporation may receive a rebate of any excess dues and assessments previously paid.

9. Prohibited Activites: No part of the net earnings of the Corporation shall issue to the benefit of any officer or director of the Corporation, and in the event of the dissolution of the Corporation, no such officer or director shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the Corporation from any source, after the payment of all debts and obligations of the Association, shall be used or distributed exclusively for purposes within the intendment of Section 501(c) of the Internal Revenue Code as the same now exists or as it may be amended hereafter.

10. Dissolution: The Corporation may be dissolved at any time by the affirmative vote of 3/4 of the Members and the affirmative vote of 3/4 of the Members, provided that such dissolution shall only occur concomitantly with an abrogation of the plan of ownership created by the Declaration of Protective Covenants of DAWSON CREEK Subdivision. Upon dissolution of the corporation the assets of the corporation shall be distributed in accordance with N.C. Gen. Stat. 55A-14-03 as the same may exist or be amended at time of said dissolution.

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Upon dissolution of the Corporation, Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for religious, charitable, education, scientific or literary purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Board of Directors shall determine, or to federal, state, or local governments to be used exclusively for public purposes. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organizations, such as the court shall determine, which are organized and operated exclusively for such purposes, or to such governments for such purposes.

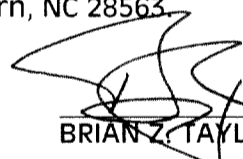
11. Indemnification: Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a part, or in which he may become, involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approve such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, or officer may be entitled.

12. Suspension of Rights: The Corporation shall have the right to suspend the voting rights of a member for any period during which an assessment owned by that member to the Corporation is due and unpaid.

13. Registered Office and Agent: The address of the initial registered office of this corporation is 1319 Commerce Drive, Post Office Drawer U, Craven County, New Bern, NC 28562 and the name of the Initial Registered Agent at such address is Henderson, Baxter, Taylor & Gatchel, P.A.

14. Principal Office: The address of the principal office of this corporation is 309 Middle street, New Bern, North Carolina 28560, Craven County.

15. Incorporation: The name and address of the incorporator is Brian Z. Taylor, 1319 Commerce Drive, Post Office Drawer U, Craven County, New Bern, NC 28563.

 _____ (SEAL)
BRIAN Z. TAYLOR, Incorporator

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ATTACHMENT A

Impervious Surface Area to be Attached

Attachment - A
Dawson Creek Subdivision
Built-Upon Area
April 20, 2006

LOT NUM.	OVERALL LOT AREA SF	OVERALL LOT ACRES	WETLANDS ACRES	ALLOWABLE BUILT UPON ACRES	BUILT UPON Per Lot %	BUILT UPON Per Lot ACRES	BUILT UPON Per Lot SF
1	329,314	7.56	0.00	7.56	25%	1.89	82,328
2	63,162	1.45	0.30	1.15	25%	0.29	12,524
3	45,302	1.04	0.07	0.97	25%	0.24	10,563
4	54,450	1.25	0.16	1.09	25%	0.27	11,870
5	52,272	1.20	0.34	0.86	30%	0.26	11,238
6	99,317	2.28	0.87	1.41	25%	0.35	15,355
7	43,124	0.99	0.23	0.76	30%	0.23	9,932
8	35,719	0.82	0.01	0.81	30%	0.24	10,585
9	124,582	2.86	0.71	2.15	25%	0.54	23,414
10	71,003	1.63	0.12	1.51	25%	0.38	16,444
11	64,033	1.47	0.24	1.23	25%	0.31	13,395
12	46,174	1.06	0.19	0.87	30%	0.26	11,369
13	45,302	1.04	0.32	0.72	30%	0.22	9,409
14	50,094	1.15	0.12	1.03	25%	0.26	11,217
15	73,181	1.68	0.24	1.44	25%	0.36	15,682
16	89,298	2.05	0.62	1.43	25%	0.36	15,573
17	72,745	1.67	0.70	0.97	25%	0.24	10,563
18	97,139	2.23	0.89	1.34	25%	0.34	14,593
19	67,518	1.55	0.42	1.13	25%	0.28	12,306
20	37,897	0.87	0.05	0.82	25%	0.21	8,930
21	33,106	0.76	0.00	0.76	25%	0.19	8,276
22	104,544	2.40	0.80	1.60	25%	0.40	17,424
23	39,640	0.91	0.20	0.71	30%	0.21	9,278
24	39,204	0.90	0.14	0.76	25%	0.19	8,276
25	47,480	1.09	0.48	0.61	30%	0.18	7,971
26	50,094	1.15	0.11	1.04	25%	0.26	11,326
27	37,897	0.87	0.08	0.79	25%	0.20	8,603
28	49,223	1.13	0.15	0.98	25%	0.25	10,672
29	47,480	1.09	0.29	0.80	25%	0.20	8,712
30	38,333	0.88	0.06	0.82	25%	0.21	8,930
31	43,560	1.00	0.03	0.97	25%	0.24	10,563
32	50,965	1.17	0.38	0.79	25%	0.20	8,603
33	140,263	3.22	1.93	1.29	25%	0.32	14,048
34	120,226	2.76	1.16	1.60	25%	0.40	17,424
35	87,120	2.00	0.75	1.25	25%	0.31	13,613
36	43,996	1.01	0.23	0.78	25%	0.20	8,494
37	41,818	0.96	0.25	0.71	30%	0.21	9,278
38	65,776	1.51	0.35	1.16	25%	0.29	12,632
39	48,787	1.12	0.33	0.79	25%	0.20	8,603
40	33,541	0.77	0.22	0.55	25%	0.14	5,990
41	40,075	0.92	0.15	0.77	25%	0.19	8,385
42	50,530	1.16	0.36	0.80	25%	0.20	8,712
43	32,234	0.74	0.18	0.56	25%	0.14	6,098

Attachment - A
Dawson Creek Subdivision
Built-Up Area
April 20, 2006

LOT NUM.	OVERALL LOT AREA SF	OVERALL LOT ACRES	WETLANDS ACRES	ALLOWABLE BUILT UPON ACRES	BUILT UPON Per Lot %	BUILT UPON Per Lot ACRES	BUILT UPON Per Lot SF
44	54,450	1.25	0.36	0.89	25%	0.22	9,692
45	46,174	1.06	0.18	0.88	25%	0.22	9,583
48	47,480	1.09	0.37	0.72	25%	0.18	7,841
49	98,881	2.27	0.62	1.65	25%	0.41	17,969
51	36,155	0.83	0.00	0.83	25%	0.21	9,039
52	35,719	0.82	0.00	0.82	25%	0.21	8,930
53	40,511	0.93	0.00	0.93	25%	0.23	10,128
54	41,818	0.96	0.00	0.96	25%	0.24	10,454
55	38,768	0.89	0.00	0.89	25%	0.22	9,692
56	41,382	0.95	0.00	0.95	25%	0.24	10,346
57	37,026	0.85	0.00	0.85	25%	0.21	9,257
58	44,867	1.03	0.00	1.03	25%	0.26	11,217
59	44,867	1.03	0.00	1.03	25%	0.26	11,217
60	44,431	1.02	0.00	1.02	25%	0.26	11,108
61	27,443	0.63	0.00	0.63	25%	0.16	6,861
62	30,928	0.71	0.00	0.71	25%	0.18	7,732
63	35,284	0.81	0.00	0.81	25%	0.20	8,821
64	90,169	2.07	0.17	1.90	25%	0.48	20,691
65	81,457	1.87	0.54	1.33	25%	0.33	14,484
66	40,075	0.92	0.17	0.75	25%	0.19	8,168
67	40,075	0.92	0.13	0.79	25%	0.20	8,603
68	39,640	0.91	0.11	0.80	25%	0.20	8,712
69	41,818	0.96	0.15	0.81	25%	0.20	8,821
70	55,757	1.28	0.25	1.03	25%	0.26	11,217
71	28,314	0.65	0.06	0.59	25%	0.15	6,425
72	28,750	0.66	0.11	0.55	25%	0.14	5,990
73	33,977	0.78	0.28	0.50	25%	0.13	5,445
74	39,204	0.90	0.23	0.67	30%	0.20	8,756
75	49,223	1.13	0.14	0.99	25%	0.25	10,781
76	95,832	2.20	0.21	1.99	25%	0.50	21,671
77	38,333	0.88	0.00	0.88	25%	0.22	9,583
78	48,787	1.12	0.00	1.12	25%	0.28	12,197
79	77,101	1.77	0.17	1.60	25%	0.40	17,424
80	51,836	1.19	0.12	1.07	25%	0.27	11,652
85	27,443	0.63	0.00	0.63	25%	0.16	6,861
86	24,829	0.57	0.00	0.57	25%	0.14	6,207
87	24,394	0.56	0.00	0.56	25%	0.14	6,098
88	24,394	0.56	0.00	0.56	25%	0.14	6,098
89	22,216	0.51	0.00	0.51	25%	0.13	5,554
90	22,216	0.51	0.00	0.51	25%	0.13	5,554
91	26,572	0.61	0.00	0.61	25%	0.15	6,643
92	22,216	0.51	0.00	0.51	25%	0.13	5,554
93	23,087	0.53	0.00	0.53	25%	0.13	5,772

<p style="text-align: center;"><i>Attachment - A</i> <i>Dawson Creek Subdivision</i> <i>Built-Upon Area</i> <i>April 20, 2006</i></p>							
LOT NUM.	OVERALL LOT AREA SF	OVERALL LOT ACRES	WETLANDS ACRES	ALLOWABLE BUILT UPON ACRES	BUILT UPON Per Lot %	BUILT UPON Per Lot ACRES	BUILT UPON Per Lot SF
94	27,007	0.62	0.00	0.62	25%	0.16	6,752
95	23,522	0.54	0.00	0.54	25%	0.14	5,881
96	25,700	0.59	0.00	0.59	25%	0.15	6,425
97	69,696	1.60	0.53	1.07	25%	0.27	11,652
98	44,867	1.03	0.15	0.88	25%	0.22	9,583
99	52,708	1.21	0.41	0.80	25%	0.20	8,712
100	104,544	2.40	0.66	1.74	25%	0.44	18,949
101	120,661	2.77	1.43	1.34	25%	0.34	14,593
102	52,708	1.21	0.26	0.95	25%	0.24	10,346
103	48,352	1.11	0.17	0.94	25%	0.24	10,237
104	43,124	0.99	0.37	0.62	30%	0.19	8,102
105	43,996	1.01	0.25	0.76	25%	0.19	8,276
106	41,382	0.95	0.33	0.62	30%	0.19	8,102
107	29,185	0.67	0.05	0.62	25%	0.16	6,752
108	26,136	0.60	0.04	0.56	25%	0.14	6,098
109	30,056	0.69	0.00	0.69	25%	0.17	7,514
110	22,651	0.52	0.00	0.52	25%	0.13	5,663
111	36,155	0.83	0.09	0.74	25%	0.19	8,059
112	47,480	1.09	0.00	1.09	25%	0.27	11,870
114	39,204	0.90	0.11	0.79	25%	0.20	8,603
115	52,708	1.21	0.53	0.68	30%	0.20	8,886
116	67,518	1.55	0.70	0.85	25%	0.21	9,257
117	68,825	1.58	0.68	0.90	25%	0.23	9,801
118	43,124	0.99	0.22	0.77	25%	0.19	8,385
119	49,223	1.13	0.29	0.84	25%	0.21	9,148
120	40,946	0.94	0.22	0.72	25%	0.18	7,841
121	24,394	0.56	0.00	0.56	25%	0.14	6,098
122	25,700	0.59	0.00	0.59	25%	0.15	6,425
123	25,700	0.59	0.00	0.59	25%	0.15	6,425
124	25,265	0.58	0.00	0.58	25%	0.15	6,316
125	37,897	0.87	0.00	0.87	25%	0.22	9,474
126	36,155	0.83	0.00	0.83	25%	0.21	9,039
127	35,719	0.82	0.01	0.81	25%	0.20	8,821
128	33,106	0.76	0.16	0.60	25%	0.15	6,534
129	29,185	0.67	0.04	0.63	25%	0.16	6,861
130	25,265	0.58	0.03	0.55	25%	0.14	5,990
131	29,621	0.68	0.00	0.68	25%	0.17	7,405
132	39,640	0.91	0.37	0.54	30%	0.16	7,057
133	46,609	1.07	0.32	0.75	25%	0.19	8,168
134	36,155	0.83	0.00	0.83	25%	0.21	9,039
ROADWAYS						7.79	339,502
Total Built Upon Impervious Area						37.94	1,652,684

FILED in PAMLICO County, NC
on Dec 19 2007 at 03:53:25 PM
by: SUE H. WHITFORD
REGISTER OF DEEDS
BOOK 508 PAGE 40

NORTH CAROLINA

PAMLICO COUNTY

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
of
DAWSON CREEK
(Riparian Buffer)

This First Amendment to Declaration of Protective Covenants of Dawson Creek, made and entered into as of the 12 day of December, 2007, by and between COASTAL MARKETING AND DEVELOPMENT COMPANY, a North Carolina partnership (hereinafter "Declarant"); BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation with an office in New Bern, Craven County, North Carolina (hereinafter "Beneficiary") and BB&T COLLATERAL SERVICE CORPORATION, a North Carolina corporation with an office in Winston-Salem, North Carolina (hereinafter "Trustee");

WITNESSETH:

WHEREAS, Declarant prepared a master development plan for a predominantly residential community named Dawson Creek, Phase 1, located in Number Five (5) Township, Pamlico County, North Carolina. The development plan for Dawson Creek, Phase 1 is set out in the Declaration of Protective Covenants for Dawson Creek, Phase 1 recorded in Book 467, Page 714, in the Pamlico County Registry (hereinafter "Master Declaration"). Certain properties particularly described in the Master Declaration were subjected to its provisions upon its recordation. Declarant has the right, as set out in subparagraph A of Article 14 entitled, "Duration, Amendment and Termination", of the Master Declaration, to amend the Master Declaration by a vote of not less than a majority of the Owners. The purpose of this Amendment is to subject buffer areas more fully described hereinafter to the terms and conditions herein; and

WHEREAS, Developer is the owner of a majority of the lots within Dawson Creek; and

WHEREAS, the lots described hereinafter are encumbered by one deed of trust to Trustee dated October 14, 2005, in favor of Beneficiary and recorded in Book 456, Page 18, Pamlico County Registry; and

RETURNED TO →
DATE RETURNED
12-21-07

Henderson, Baxter, Taylor & Gatchel, P.A.
Attorneys at Law
Post Office Drawer U
New Bern, North Carolina 28563

WHEREAS, Beneficiary and Trustee of the above-referenced deed of trust above-referenced have joined in the execution hereof for the purpose of indicating their assent to this AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS of DAWSON CREEK for the purposes set forth herein as the same affects the lots described herein below; and

WHEREAS, pursuant to the Neuse River Buffer Rule 15A NCAC 2B.0233 promulgated by the North Carolina Department of Environment and Natural Resources, Developer has agreed to impose certain restrictions on the Restricted Buffer Area as more particularly set forth and has agreed that these restrictions may be enforced by the North Carolina Department of Environmental and Natural Resources Division of Water Quality, its successor or assign (hereinafter the "NCDWQ").

NOW, THEREFOR, the Developer declares that the Restricted Buffer Area is described as follows and shall forever be held transferred, sold, conveyed, occupied and maintained subject to the conditions and restrictions set forth herein:

The Riparian Buffer applies to the fifty (50') foot wide buffer directly adjacent to surface waters in the Neuse River Basin. The buffer shall consist of two zones.

A. Zone 1 is that area measured from the most landward limit of the normal water level or the landward limit of CAMA coastal marsh, extending landward for a distance of thirty (30') feet. This Zone shall consist of a vegetative area that is undisturbed except for uses provided for in Subparagraph (6) of 15A NCAC 2B.0233.

B. Zone 2 (the outer twenty (20') feet landward from the outer edge of Zone 1) shall consist of a stable vegetative area that is undisturbed except for activities and uses provided for in Subparagraph (6) of 15A NCAC 2B.0233.

The restriction shall run with the Restricted Buffer Area and shall be binding on all parties having any right, title or interest in and to the Restricted Buffer Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Restricted Buffer Area or any portion thereof, by acceptance of a deed of conveyance of all or part of the covenant area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Restricted Buffer Area subject to the restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the restrictions hereinafter set forth in 15A NCAC 2B.0233.

NOW, THEREFORE, the Declaration of Protective Covenants of Dawson Creek Subdivision, dated April 20, 2006 and recorded in Book 467, Page 714 Pamlico County Registry is hereby amended.

Except as herein amended, the Declaration of Protective Covenants of Dawson Creek is hereby affirmed.

IN WITNESS WHEREOF, the undersigned have executed this Amendment under authority duly given as of the day and year first above written.

DECLARANT:

COASTAL MARKETING AND DEVELOPMENT COMPANY,
a North Carolina General Partnership (SEAL)

BY: *Duncan Harrison* (SEAL)
DUNCAN HARRISON, General Partner

BY: *J. Michael Sanders* (SEAL)
J. MICHAEL SANDERS, General Partner

BENEFICIARY:

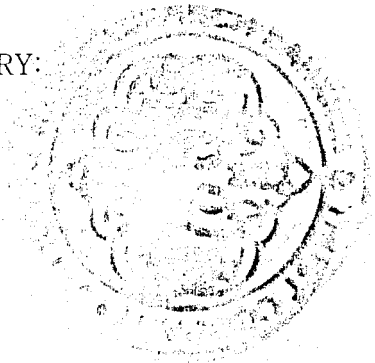
BRANCH BANKING AND TRUST COMPANY

BY: *Kyari B. Chamberlain*
Asst. Vice President

TRUSTEE:

BB&T COLLATERAL SERVICE CORPORATION

BY: *Van [Signature]*
President



STATE OF NORTH CAROLINA

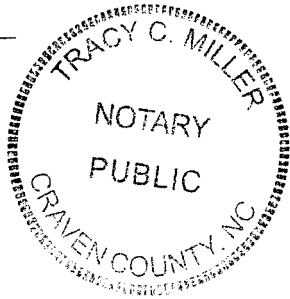
COUNTY OF Craven

I, Tracy C. Miller, a Notary Public, do hereby certify that DUNCAN HARRISON and J. MICHAEL SANDERS, as General Partners of Coastal Marketing and Development Company, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and official stamp or seal, this the 12th day of December, 2007.

Tracy C. Miller
Notary Public

My Commission Expires: 3.7.2011.



NORTH CAROLINA

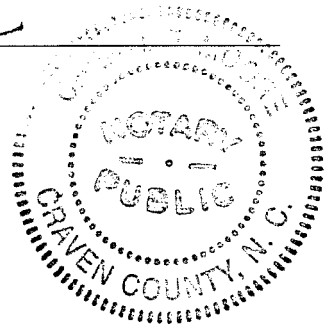
CRAVEN COUNTY

I, CHERYL F. MOORE, a Notary Public, do hereby certify that ELAINE B CHAMBLIN personally came before me this day and acknowledged that ^{SHE} ~~he~~ is AST VICE President of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by ^{HER} ~~him~~ as its AST. VICE President.

Witness my hand and notarial seal, this the 19th day of December, 2007.

Cheryl F. Moore
Notary Public

My Commission Expires: May 31, 2009



NORTH CAROLINA

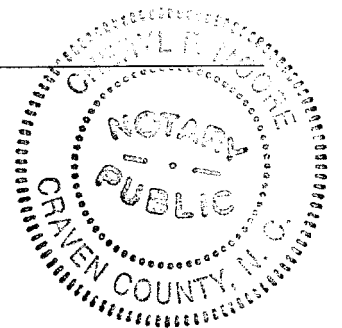
CRAVEN COUNTY

I, CHERYL F. MOORE, a Notary Public, do hereby certify that ANN L. CONRAD personally came before me this day and acknowledged that ^{SHE} ~~he~~ is VICE President of BB&T COLLATERAL SERVICE CORPORATION, a North Carolina banking corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by ^{HER} ~~him~~ as its VICE President.

Witness my hand and notarial seal, this the 19th day of December, 2007.

Cheryl F. Moore
Notary Public

My Commission Expires: May 31, 2009



FILED in PAMLICO County, NC
on Dec 19 2007 at 03:53:27 PM
by: SUE H. WHITFORD
REGISTER OF DEEDS
BOOK 508 PAGE 44

NORTH CAROLINA

PAMLICO COUNTY

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
of
DAWSON CREEK
(Annexation of Section 2)

This Second Amendment to Declaration of Protective Covenants of Dawson Creek, made and entered into as of the 12 day of December, 2007, by and between COASTAL MARKETING AND DEVELOPMENT COMPANY, a North Carolina partnership (hereinafter "Declarant"); BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation with an office in New Bern, Craven County, North Carolina (hereinafter "Beneficiary") and BB&T COLLATERAL SERVICE CORPORATION, a North Carolina corporation with an office in Winston-Salem, North Carolina (hereinafter "Trustee");

WITNESSETH:

WHEREAS, Declarant prepared a master development plan for a predominantly residential community named Dawson Creek located in Number Five (5) Township, Pamlico County, North Carolina. The development plan for Dawson Creek, Phase 1 is set out in the Declaration of Protective Covenants for Dawson Creek recorded in Book 467, Page 714, and amended in Book 508, Page 40, in the Pamlico County Registry (hereinafter "Master Declaration"). Certain properties particularly described in the Master Declaration were subjected to its provisions upon its recordation. Declarant has the right, as set out in subparagraph I of Article 9 entitled, "Property Rights of Lot Owner, Cross-Easements, and Exceptions and Reservations by Declarant", of the Master Declaration, to annex additional property into the Subdivision. The purpose of this Second Amendment is to subject additional lots more fully described hereinafter to the terms and conditions of the Master Declaration as amended.

WHEREAS, the lots described hereinafter are encumbered by one deed of trust to Trustee dated October 14, 2005, in favor of Beneficiary and recorded in Book 456, Page 18, Pamlico County Registry; and

WHEREAS, Beneficiary and Trustee of the above-referenced deed of trust above-referenced have joined in the execution hereof for the purpose of indicating their assent to this SECOND AMENDMENT TO

RETURNED TO
DATE RETURNED

12-21-07

Henderson, Baxter, Taylor & Gatchel, P.A.
Attorneys at Law
Post Office Drawer U
New Bern, North Carolina 28563

BOOK 508 PAGE 45

DECLARATION OF PROTECTIVE COVENANTS of DAWSON CREEK for the purposes set forth herein as the same affects the lots described herein below; and

THEREFORE, the Master Declaration is hereby amended as follows:

1. Additional Provisions. The provisions of the Master Declaration shall apply fully to all of the lots as shown on that plat of Dawson Creek, Phase 1, Section 2, including without limitation, Lots 201 through 299, as well as all rights of way and other properties described thereon, recorded in Plat Cabinet A, Slide 165, Pages 19 through 20 and Slide 166, Pages 1 through 5, Pamlico County Registry (hereinafter "Plat"). All terms and provisions of the Master Declaration shall be fully binding and applicable to the lots so described and shall be referred to herein as "Phase 1, Section 2".

Declarant further subjects all property denoted "Common Areas", on the Plat to the terms and provisions of the Master Declaration, and agrees to convey and utilize said Common Areas as more fully set out in the Master Declaration, with no residential or commercial construction to be allowed thereon.

2. Minimum Square Footage for Dwelling Construction. Any dwelling to be constructed on Lots #251 through Lot #299, Dawson Creek, Phase 1, Section 2, are subject hereto and require the house size to be no less than 2,200 square feet of heated living space for a one story house or no less than 1,800 square feet of heated living space on the first floor of a two story house. Any dwelling to be constructed on Lots #201 through Lot #250, Dawson Creek, Phase 1, Section 2, are subject hereto and require the house size to be no less than 2,000 square feet of heated living space for a one story house or no less than 1,800 square feet of heated living space on the first floor of a two story house.

3. Impervious Surface Area. No more than the allowable built-upon area in square feet of any lot within Dawson Creek, Phase 1, Section 2 (Lots 201 through 299), as shown on Attachment A attached hereto, shall be covered by structures or impervious materials. Impervious materials include asphalt, gravel, concrete, brick, stone, slate or similar material but not include wood decking or the water surface of swimming pools.

4. All definitions contained in the Master Declaration is hereby incorporated within this Second Amendment by reference.

5. Survival. Except as specifically amended by this Second Amendment, all provisions of the Master Declaration, and as the same may be amended from time to time, shall be fully applicable to all Dawson Creek, Phase 1, Section 2 Lots and Common Areas, and the terms and conditions of the Master Declaration shall remain in full force and effect as to all Lots encumbered hereby and thereby.

IN WITNESS WHEREOF, the undersigned have executed this Amendment under authority duly given as of the day and year first above written.

DECLARANT:

COASTAL MARKETING AND DEVELOPMENT COMPANY,
a North Carolina General Partnership (SEAL)

BY: *Duncan Harrison* (SEAL)
DUNCAN HARRISON, General Partner

BY: *J. Michael Sanders* (SEAL)
J. MICHAEL SANDERS, General Partner

BENEFICIARY:

BRANCH BANKING AND TRUST COMPANY



BY: *Flora B. Chambers*
Asst. Vice President

TRUSTEE:

BB&T COLLATERAL SERVICE CORPORATION

BY: *Ann G. Arnold*
Vice President

STATE OF NORTH CAROLINA

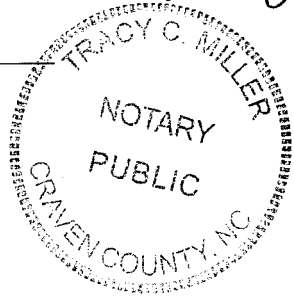
COUNTY OF Craven

I, Tracy C. Miller, a Notary Public, do hereby certify that DUNCAN HARRISON and J. MICHAEL SANDERS, as General Partners of Coastal Marketing and Development Company, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and official stamp or seal, this the 12th day of December, 2007.

Tracy C. Miller
Notary Public

My Commission Expires: 3-7-2011.



NORTH CAROLINA

CRAVEN COUNTY

I, CHERYL F. MOORE, a Notary Public, do hereby certify that ELAINE B CHAMBLIN personally came before me this day and acknowledged that ~~he~~^{SHE} is ~~ASST. VICE~~ President of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its ~~ASST. VICE~~ President.

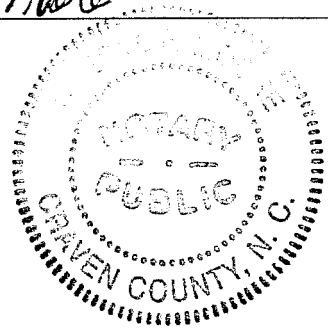
Witness my hand and notarial seal, this the 19th day of December, 2007.

Cheryl F. Moore

Notary Public

My Commission Expires:

May 31, 2009



NORTH CAROLINA

CRAVEN COUNTY

I, CHERYL F. MOORE, a Notary Public, do hereby certify that ANN L CONRAD personally came before me this day and acknowledged that ~~he~~^{SHE} is ~~VICE~~ President of BB&T COLLATERAL SERVICE CORPORATION, a North Carolina banking corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by ~~him~~^{HER} as its ~~VICE~~ President.

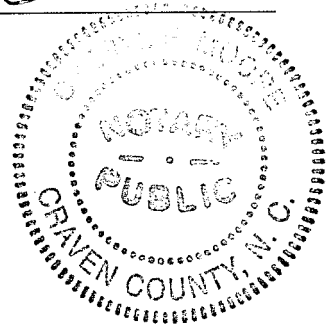
Witness my hand and notarial seal, this the 19th day of December, 2007.

Cheryl F. Moore

Notary Public

My Commission Expires:

May 31, 2009



Lot Number	TOTAL AREA		Max. BUA Allowed (sf)
	(sf)	(ac)	
201	34,458	0.79	8,615
202	32,818	0.75	8,205
203	36,470	0.84	9,118
204	33,933	0.78	8,483
205	57,700	1.32	10,000
206	28,403	0.65	7,101
207	26,654	0.61	6,664
208	26,579	0.61	6,645
209	25,932	0.60	6,483
210	28,612	0.66	7,153
211	26,029	0.60	6,507
212	44,618	1.02	10,000
213	43,891	1.01	8,264
214	67,701	1.55	10,000
215	124,943	2.87	10,000
216	116,882	2.68	10,000
217	94,347	2.17	10,000
218	46,301	1.06	9,696
219	89,722	2.06	10,000
220	34,122	0.78	8,531
221	30,553	0.70	7,638
222	35,273	0.81	8,818
223	32,905	0.76	8,226
224	43,625	1.00	10,000
225	74,441	1.71	10,000
226	50,690	1.16	10,000
227	66,952	1.54	10,000
228	41,335	0.95	10,000
229	45,559	1.05	10,000
230	43,072	0.99	10,000
231	40,580	0.93	10,000
232	38,070	0.87	9,518
233	28,540	0.66	7,135
234	27,166	0.62	6,792
235	22,000	0.51	5,500
236	26,675	0.61	6,669
237	27,065	0.62	6,766
238	43,009	0.99	10,000
239	65,124	1.50	10,000
240	30,991	0.71	7,748
241	33,838	0.78	8,460
242	30,582	0.70	7,646
243	41,657	0.96	10,000
244	39,233	0.90	9,808
245	36,747	0.84	9,187
246	35,370	0.81	7,618
247	61,698	1.42	10,000
248	33,140	0.76	8,285
249	32,187	0.74	8,047

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Lot Number	TOTAL AREA		Max. BUA
	(sf)	(ac)	Allowed (sf)
250	33,287	0.76	8,322
251	41,702	0.96	10,000
252	39,183	0.90	9,796
253	30,678	0.70	7,670
254	28,824	0.66	7,206
255	27,692	0.64	6,923
256	36,743	0.84	9,186
257	30,897	0.71	7,724
258	33,010	0.76	8,253
259	85,369	1.96	10,000
260	66,987	1.54	10,000
261	71,993	1.65	10,000
262	64,627	1.48	10,000
263	59,994	1.38	10,000
264	52,935	1.22	10,000
265	50,000	1.15	10,000
266	50,538	1.16	10,000
267	62,996	1.45	10,000
268	62,191	1.43	10,000
269	53,203	1.22	10,000
270	50,902	1.17	10,000
271	55,620	1.28	10,000
272	63,755	1.46	10,000
273	70,922	1.63	10,000
274	49,776	1.14	10,000
275	43,631	1.00	10,000
276	90,685	2.08	10,000
277	50,368	1.16	10,000
278	45,612	1.05	8,619
279	37,487	0.86	8,924
280	34,206	0.79	8,552
281	32,165	0.74	8,041
282	32,165	0.74	8,041
283	32,165	0.74	8,041
284	31,714	0.73	7,929
285	30,994	0.71	7,749
286	31,084	0.71	7,771
287	35,517	0.82	8,879
288	34,461	0.79	8,615
289	29,064	0.67	7,038
290	28,000	0.64	6,234
291	28,500	0.65	8,120
292	27,800	0.64	6,093
293	27,918	0.64	6,660
294	27,800	0.64	8,127
295	31,000	0.71	6,733
296	31,000	0.71	8,858
297	31,000	0.71	8,128
298	27,200	0.62	6,451
299	28,380	0.65	7,160