

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION**

**THIS AMENDED AND RESTATED DECLARATION** made this the 31st day of December, 1991, by Sea Gate Association, Inc., a North Carolina non-profit corporation, hereinafter referred to as "Declarant".

**BACKGROUND STATEMENT**

On the 1st day of May, 1972, an instrument captioned "Declaratory of Protective Covenants" was executed by Charles M. Reeves, Jr. and wife, Sarah Crosby Reeves, at that time owners and developers of the real estate described in Exhibit A attached hereto. Control of the subdivision and its common areas has been released by the developers to Sea Gate Association, Inc., a non-profit corporation formed by the developers for such purposes as provided by the original "Declaratory of Protective Covenants" and the Articles of Incorporation and the By-Laws of the said Sea Gate Association, Inc. (as the context may require, hereinafter also referred to as "Association").

Association believes that it was the intent of the developers that the aforesaid covenants should run with the land and should continue to provide benefits and protection for the owners of property within Sea Gate Subdivision, as evidenced by the statement that the said covenants shall run with the land and by the fact that certain easements and rights set out therein are stated to be in perpetuity.

The Declarants provided in the original Declaratory of Restrictive Covenants for amendment of the same, stating therein that the covenants "shall continue until January 1, 1992, except that they may be changed, altered, amended or revoked in whole or in part by the record owners of the lots in the subdivision whenever the individual and corporate record owners of at least two-thirds of said platted lots so agree in writing." This instrument is executed by the record owners of a number of lots in excess of two thirds of the total number of lots in Sea Gate Subdivision, or by their duly appointed attorneys-in-fact, thus approving this re-stated and amended Declaration of Protective Covenants.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE**, by and with the requisite number of owners of Sea Gate Subdivision consenting hereto, the Declarant hereby amends the Declaratory of Protective Covenants recorded in Book 337 at Page 192 in the office of the Register of Deeds of Carteret County, and adopts in its stead the following: Declarant hereby declares and confirms the prior Declaration that all of the lots in Sea Gate Subdivision as shown on these plats recorded, shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the restrictions hereinafter set forth, all of which are declared and agreed to be in furtherance of a plan for development, improvement and sale of said lots, and are established for the purpose of enhancing and protecting value, desirability and attractiveness in the property

described in the plats of the Subdivision. This Declaration of Protective Covenants is made for the purpose of keeping said Subdivision desirable and uniform and in suitable aesthetic, practical and architectural design and use as herein specified, and all of the restrictions herein contained shall run with the land and be binding upon all parties acquiring any right, title or interest in or to the real property or any part or parts thereof, subject to such restrictions. This Amended and Restated Declaration of Protective Covenants shall be expressly incorporated by reference in any deed or other instrument transferring any real property interest in any lots in Sea Gate Subdivision, but shall be binding upon all parties acquiring any right, title or interest in or to the such lot or lots notwithstanding the failure of the grantor to incorporate the same therein.

In the following covenants and restrictions, whenever the term "DECLARANT" shall appear or be used therein, it shall be deemed and construed to mean and include Sea Gate Association, Inc. or any successor thereto; and whenever the term "BUYER" shall appear or be used therein, it shall be deemed and construed to mean and include all "OWNERS" and their respective heirs, legal representatives, administrators, executors, successors and assigns, and whenever singular or masculine pronouns are used herein, they shall be construed to mean and include plural and feminine or neuter gender pronouns as the context may require.

**ARTICLE I  
COVENANT FOR ASSESSMENTS - MANDATORY  
(STREETS AND OTHER INFRASTRUCTURE)**

The OWNER, as part consideration for the acquisition of lot(s) or tract(s) in said subdivision, covenants and agrees to maintain membership in good standing in Sea Gate Association, Inc. as long as he owns a lot or tract in said subdivision and agrees to comply with the By-laws of Sea Gate Association, Inc., as may be amended from time to time, and further agrees to pay said Association annual charges in those amounts which may be determined from time to time for the various Sections of the Subdivision by the Association in accordance with this Declaration and the By-laws. The annual assessments in effect at the date of adoption of this Amended Declaration are, by sections:

|             |          |
|-------------|----------|
| Section I   | \$100.00 |
| Section II  | \$25.00  |
| Section III | n/a      |
| Section IV  | \$50.00  |

The said annual charges being payable in the manner established by the Association, the said charges being reasonable, necessary and proportionate charges for maintenance, upkeep and operation of the various roads, rights of way, ditches, culverts, bridges, parks, playgrounds and Intracoastal Waterway shoreline stabilization, regardless of whether or not the privilege of using such facilities is exercised, and to pay such special assessments as may be levied for road improvements, utilities, or other capital expenditures upon a vote of a majority of the Board of Directors, confirmed by a vote of two-thirds of the members of the Association in a regular annual meeting of the members or in a duly-called special meeting thereof, as provided by the By-Laws of the Association. The specific roads, rights of way, ditches, culverts, bridges, and

shoreline stabilization, which are maintained by Sea Gate Association, Inc. with the said funds are described more fully in Exhibit B hereto.

The Board of Directors of the Association may, in any one (1) year, increase the aforesaid assessment by an amount not to exceed fifteen percent (15%), in total, of the assessment by Sections, for the prior year. If the assessment is to be increased by an amount greater than fifteen percent (15%) of the assessment for the prior year, the board of directors shall adopt a resolution recommending such increase to the membership, and such increase shall not be effected without an affirmative vote of two-thirds of the owners, voting in accordance with the provisions of the By-laws of the Association.

At any time, by a special meeting or in the regular annual meeting of the membership of the Association, a resolution may be adopted by a two-thirds vote of the members for the purpose of enacting a special assessment, on a non-recurring basis, provided that the purposes for which such special assessment shall be used will be limited to the construction, repair, expansion, or alteration of capital improvements in the common area, including the provision of utility services to lots in the subdivision.

The non-payment of the annual assessment herein set forth shall give rise and entitle the Association to a lien on said lot which may be perfected by filing a Claim of Lien as described in N.C.G.S. Section 44A-12 (or any supplemental or amendatory provision thereto) with the Clerk of Superior Court and foreclosed upon by power of sale as provided in N.C.G.S. Section 45-21.1 et seq. (or any supplemental or amendatory provision thereto). In any action instituted for the collection of overdue assessments, the Association shall be entitled to recover cost of such action, interest, and reasonable attorney's fees.

## ARTICLE II COVENANT FOR ASSESSMENTS: RECREATIONAL AMENITIES

The OWNER further agrees that use and enjoyment of the recreational amenities within the subdivision, which may include, but shall not be limited to, beaches, marina, access tracts, tennis courts, swimming pools, clubhouse and adjacent ground and campgrounds, is subject to an additional annual charge as established by said Association, said annual charge being a reasonable, necessary and proportionate charge for the maintenance, upkeep and operation of the various recreational amenities, regardless of whether or not the privilege of using such amenities is exercised. The non-payment of the annual dues herein shall entitle the Association to deny the use of such amenities to the Owner or his tenants, guests or invitees for such time as any part of this added charge is unpaid.

The initial supplemental assessment for recreational amenities shall be \$125.00 per year for all lots in Sea Gate Subdivision, without regard to the section in which they are located. The Board of Directors of the Association may, in any one year, increase the aforesaid assessment by an amount not to exceed 15% of the assessment for the prior year. If the assessment is to be increased by an amount greater than 15% of the assessment for the prior year, the Board of Directors shall adopt a resolution recommending such increase to the membership, and such increase shall not be effected without an affirmative vote of two-thirds of those owners who are no more than 30 days in arrears in the payment of the said additional assessment for recreational amenities. Those persons who are in default in excess of 30 days in the payment of the said

additional assessment, notwithstanding that they may be fully paid in the foresaid basic assessment for streets and other infra-structure, shall have no voice or vote in the determination of increases in the annual assessment or special assessments for amenities.

At any time by a special meeting or in the regular annual meeting of the membership of the Association, a resolution may be adopted by two-thirds vote of those members who are fully paid in their regular assessment and their additional assessment, as provided in the next preceding paragraph, for the purpose of enacting a special assessment, on a non-recurring basis, provided that the purposes for which special assessment shall be used will be limited to the construction, repair, expansion, or alteration of capital improvements associated with the amenities, as the same are described hereinabove.

The non-payment of the additional assessment provided herein shall not give rise to a lien on the lot for which such assessments are unpaid, but provided, however, that the right to the use of the amenities by any owner of any lot, including subsequent owners upon the transfer of lots, shall run with such lot only when all past due assessments for additional assessments for amenities, which are then unpaid, including all of those assessments enacted from and after the date of this amendment to these covenants, shall have been paid in full.

### ARTICLE III EFFECTIVE DATE OF ASSESSMENTS AND DUES REVISIONS

To the extent that any of the provisions set out in the foregoing Articles I and II of these Covenants may differ from the provisions in the prior Declaratory of Protective Covenants, as amended (cited hereinabove) all such changes shall be effective May 1, 1992. From the time of adoption of this Amended and Restated Declaration of Protective Covenants until May 1, 1992, prior schedules of payments and other related rules and regulations of the Association shall be as set out in the prior Declaratory of Protective Covenants and in the By-Laws of the Association. All of the provisions of this Amended and Restated Declaration of Protective Covenants shall become effective upon adoption of this instrument.

### ARTICLE IV GENERAL COVENANTS AND RESTRICTIONS

A. The numbered lots on the plats of Sea Gate Subdivision shall be used exclusively for residential purposes, except for those lots designated as business, commercial, community or special use areas and except such areas disclosed thereon as being reserved for future development.

B. All building plans and types of materials must be approved by the Architectural Control Committee, which is established in accordance with the By-laws of the Association, and must comply with any existing local building codes in force at the time of construction before construction begins. Two sets of plans must be submitted to the Architectural Control Committee for approval prior to the commencement of any construction. If such plans are approved one set will be retained by the Architectural Control Committee and one set retained by Owner.

C. No lots may be sub-divided and not more than one single family dwelling house may be erected or constructed on any one lot. However, lots may be divided to increase the size of adjoining lots, but each such enlarged lot shall be considered one lot only. No lot may be divided to result in a lot smaller than the original lot unless combined as set forth above. No building may be erected on any lots prior to the erection of a dwelling house, except with the prior written approval of the Architectural Control Committee. No accessory, basement or temporary building, including a boat house, shall be used or occupied as living quarters. No building shall be constructed or erected on said lots unless built of solid or permanent material. No unpainted exteriors shall be permitted without permission. No house trailers, mobile homes, tents, or other similar structures shall be erected, moved into, or placed upon said premises except in those specific areas which may be designated for such use. No open basements or foundations shall remain unenclosed without permanent sub-flooring for more than three weeks. The exteriors of all buildings must be completed within six (6) months from the date construction begins. Open pier foundation type construction shall not be permitted without prior permission and written approval of the Architectural Control Committee.

D. Minimum residence living space on ground or first floor, exclusive of porch area, for lots on the east side of Seagate Drive shall be 1,000 square feet; the minimum for lots on the west side of Seagate Drive and Seagate Boulevard shall be 950 square feet; the minimum for all other lots shall be subject to determination by the Architectural Control Committee. The minimum residence living space on ground floor may be diminished by established percentages for certain types of construction involving second floor plans such as "A" frames and split levels, provided that before construction is commenced, written permission and approval of plans is obtained from the Architectural Control Committee in accordance with current reduction schedules then utilized by the Architectural Control Committee. No porch or projection or other part of any building shall extend nearer than 10 feet from the side property line; nor nearer than 30 feet from the rear line (meaning the waterfront line); nor nearer than 30 feet from the rear line of any other lot. Notwithstanding any of the foregoing limitations, the Architectural Control Committee is expressly authorized to permit a deviation from the aforesaid front and/or rear setback requirements in the instance of those waterfront lots upon which erosion has reduced the buildable area in such a manner as to make construction impossible without relaxation of the said setback requirements.

E. Those lots especially set aside in Section IV as mobile home lots will have the following restrictions in addition to the general covenants, restrictions, and conditions applicable generally to Sea Gate Subdivision.

1. A mobile home cannot be more than 24 months old from title date when placed upon a lot. Copy of the title may be used to substantiate age. Each mobile home must be approved by Architectural Control Committee before being placed upon the lot. A mobile home older than 24 months may be placed on a lot subject to prior visual inspection of the Architectural Control Committee.
2. Trailer hitches must be removed or hidden subject to approval of Architectural Control Committee.
3. Fuel tanks must be placed at the rear of the mobile home and/or in a manner not visible from the street.

4. All porches, screening, fences and other such exterior structures shall be approved by Architectural Control Committee.
5. All steps are to be of permanent construction and must be approved by Architectural Control Committee.
6. Property owners' cars should be parked on their lots and no non-operating cars are to be parked within the area.
7. Clothes lines must be placed at the rear of the mobile home.
8. No lots may be subdivided and not more than one single family mobile home may be placed on any one lot. However, lots may be divided to increase the size of adjoining lots, but each such enlarged lot shall be considered one lot only. No lot may be divided to result in a lot smaller than the original lot unless combined as set forth above. No building may be erected on any lots prior to the placement of a mobile home except with the prior written approval of the Architectural Control Committee. No accessory or temporary building (including but not limited to garage, garden equipment building, boat house, etc.) shall be used or occupied as living quarters. No building shall be constructed or erected on said lots unless built of solid or permanent material. No unpainted exteriors shall be permitted without permission. No tents, or other similar structure shall be erected, moved onto, or placed upon said premises except in those specified areas which shall be designated for such use. Mobile homes must be skirted with the same exterior material as used in the construction of the mobile home, or the skirting must be approved by Architectural Control Committee. Mobile homes must be skirted within 60 days after being placed on a lot.
9. Minimum residence living space, exclusive of porch area shall be 540 square feet. No porch or projection or other part of any building or appurtenance thereof shall extend nearer than 30 feet from any road right of way, nor nearer than 10 feet from the side property line, nor nearer than 30 feet from the rear property line.

F. No waste shall be permitted to enter any lakes or waterways. All buildings having plumbing shall be required to connect to central water and sewer systems upon availability of same. In the event local or governmental regulations require that the Association provide a central water or sewer system, OWNER agrees to pay a proportionate cost for their installation and maintenance. Owners of lots, if any, which are not served by a central water system may drill water wells on their lots. Otherwise, owners of lots served by a central water system shall not drill or permit the drilling of a water well upon his property, except for wells for water-exchange heat pumps upon approval of the Architectural Control Committee.

G. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall constitute an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No signs of any kind shall be displayed on any lot with the exception of customary "For Sale" or "For Rent" signs of an area not to exceed eight square feet. Failure

to maintain lots in a tidy manner will result in maintenance of the lots by Association for which reasonable charges will be levied against the property owner. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder, except in cases of willful misconduct or gross negligence.

H. ASSOCIATION reserves a perpetual easement of 20 feet along the lakeside or rear line of all lots on the west side of Seagate Drive and such an easement of 10 feet along the rear line of all other lots, together with an easement of 15 feet in width along both sides of all road rights-of-way and such an easement 7 1/2 feet along the side lines of each lot, together with the right of ingress and egress thereon for the installation, operation, maintenance and servicing of utility lines and facilities and for drainage ditches and appurtenances thereto, together with the right to trim, cut or remove any structure, trees, or brush necessary for the above purpose. The owners of lots within the subdivision shall have no cause of action against ASSOCIATION, either at law or in equity by reason of any damage caused said lots in the installation operation or maintenance of above mentioned utilities, except in cases of willful misconduct or gross negligence.

I. 1. Each of the streets in the subdivision designated on any plat is a private street, and every park, recreational facility, and other amenity within the subdivision is a private park, facility or amenity and neither Declarant's execution or recording of any plat nor any other act of Declarant with respect to any plat is, or is intended to be, or shall be construed as a dedication to the public of any of said streets, parks, recreational facilities, and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets and areas designated on the plat is reserved to the Association, its successors and assigns, to the persons who are from time to time members or associate members of Sea Gate Association, Inc., and to such other classifications of persons as may be designated by the Board of Directors of Sea Gate Association, Inc. from time to time. Nothing contained herein is intended to authorize the Board of Directors of the Association to generally open the use of the facilities and properties of the common areas of Sea Gate Subdivision to the public at large.

2. The ownership of the recreational amenities within the subdivision, as the same are defined in Article II at Page 4, infra., shall be in the Association or its successors and assigns, and the use and enjoyment thereof shall be on such terms and conditions as the Association shall from time to time prescribe.

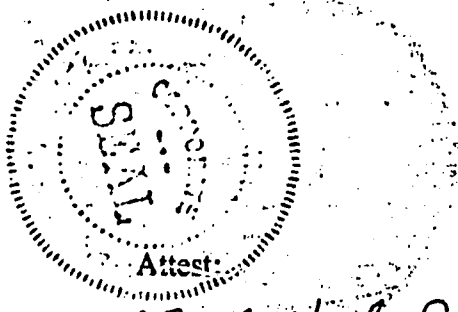
J. These restrictions and covenants run with the land, and shall bind the OWNERS, their heirs, executors, administrators, personal representatives, successors and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained it shall be lawful for any person(s) or corporation(s) owning any such lots in the subdivision, as well as the Association as a corporate entity, acting through its Board of Directors on behalf of the owners in Sea Gate Subdivision, to prosecute in proceedings at law or in equity against those violating or attempting to violate any such covenants or restrictions and either to enjoin him, them, or it from doing so, or to recover damages for such violations. All of the restrictions, conditions, covenants and agreements contained herein are extended until January 1, 2002, and shall automatically be renewed for successive periods of ten (10) years each thereafter, except that they may be changed, altered, amended or revoked in whole or in part by the record owners of the lots in the Subdivision whenever the individual and corporate

record owners of at least 2/3 of said platted lots so agree in writing. Provided, however, that no changes shall be made which would invalidate the substance of the restraints imposed in paragraphs A and I above.

IN WITNESS WHEREOF, Sea Gate Association, Inc., as Declarant and as an owner of lots in the Sea Gate Subdivision, and by direction of its Board of Directors, has caused this instrument to be executed by its President and attested by its Secretary the day and year first above written, and this instrument has further been executed by those persons identified in Exhibits C through M, acting as attorneys-in-fact for those persons who are shown on the exhibits attached to the respective signature pages.

SEA GATE ASSOCIATION, INC.

By: Gary A. Hill  
\_\_\_\_\_  
President



Attest:  
Frederick B. Bulley  
\_\_\_\_\_  
Secretary

For those owners listed in the appended Exhibit C:

see attached additional signature pages

STATE OF NORTH CAROLINA  
COUNTY OF Carteret

I, a Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_  
Frederick G. Bulley personally came before me this day and acknowledged that he is \_\_\_\_\_ Secretary of Sea Gate Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal and attested by \_\_\_\_\_ as its \_\_\_\_\_ Secretary.

Witness my hand and official stamp or seal, this 31 day of December, 1991.



Regina F. Swain (Haddad)  
NOTARY PUBLIC

**EXHIBIT A**

Being all of Section I of the Sea Gate Subdivision as shown on those maps or plats recorded in Book 8 at Pages 90A through 90D, inclusive; and as revised in those additional maps or plats recorded in Map Book 9 at Page 16, Map Book 9 at Page 54, Map Book 14 at Page 40, and Map Book 21 at Page 55, all in the office of the Register of Deeds of Carteret County.

Being all of Section II of the Sea Gate Subdivision as shown on those maps or plats recorded in Book 9 at Page 86 (with respect to Block A) and Map Book 11 at Page 20 (with respect to Block B), with a revision of Block A being recorded in Map Book 9 at Page 97 in the office of the Register of Deeds of Carteret County.

Being all of Section III of the Sea Gate Subdivision as shown on those maps or plats recorded in Book 9 at Page 87 (with respect to Block A), Map Book 11 at Page 8 (with respect to Block B), Map Book 11 at Page 21 (with respect to Block C), and Map Book 11 at Page 43 (with respect to Block D), as revised in Map Book 11 at Page 7 in the office of the Register of Deeds of Carteret County.

Being all of Section IV of the Sea Gate Subdivision as shown on that map or plat recorded in Book 11 at Page 51 in the office of the Register of Deeds of Carteret County.

C:51/SEA.EXA

BOOK 675 PAGE 50

**EXHIBIT B**

**BEING all of those roads, rights of way, easements, accessways, shoreline bulkheading, and all other facilities appurtenant to the roads, rights of way, and waterways, and expressly including therein those two areas designated as parks located on Sea Gate Drive, BUT EXCEPTING THEREFROM THE ACCESSWAYS, BULKHEADING, AND OTHER RELATED FACILITIES ASSOCIATED EXPRESSLY WITH THE MARINA, THE CHANNEL PROVIDING ACCESS TO THE MARINA, AND THE LAUNCHING AND PARKING FACILITIES ASSOCIATED WITH THE MARINA OPERATION, existing in Sections I, II, III, and IV of the Sea Gate Subdivision as the same are shown on those maps referenced in Exhibit A, infra.**

c:51/sea.exb

SIGNATURE PAGE  
FOR  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION

Gary A. Hill (SEAL)  
Attorney-in-Fact a/k/a GARY HILL, GARY ALLEN HILL  
GARY A. HILL

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, a Notary Public of the aforesaid County and State, do hereby certify that Gary Allen Hill, attorney-in-fact for those Sea Gate lot owners listed on Exhibit C, attached hereto and incorporated by reference, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of all of those Sea Gate lot owners listed on Exhibit C, and that his/her authority to execute and acknowledge said instrument is contained in those instruments duly executed, acknowledged, and recorded in those books at those pages which are listed in the said Exhibit C, and that this instrument was executed under and by virtue of the authority given by said instruments granting him/her power of attorney; that the said attorney-in-fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said persons listed in Exhibit C.

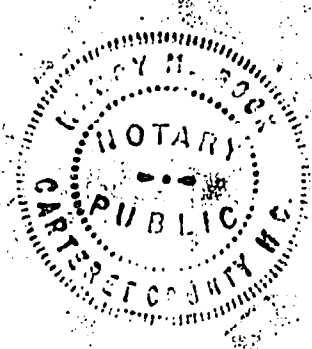
WITNESS my hand and official stamp or seal, this 29th day of December, 1991.

Nancy M. Bock  
Notary Public

My Commission expires: 6-24-95

RH1:Seagate.1

NORTH CAROLINA, CARTERET COUNTY  
The foregoing certificate(s) of Nancy M. Bock  
is (are) certified to be correct. This instrument was pre-  
sented for registration and recorded in this office in  
Book 675 Page 50  
This 31 day of Dec, 1991 at 2:30 O'clock P. M.



Sharon Piner  
Register of Deeds  
By Nancy Harris  
Assistant, Deputy

BOOK 675 PAGE 50

GARY ALLEN HILL, SR., a/k/a GARY HILL, GARY ALLEN HILL and GARY A. HILL, Attorney-in-Fact for :

|                                     | RECORDED IN: |            |
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| VIVIAN B. DICKINSON & LOIS J. WELLS | <u>674</u>   | <u>365</u> |
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| ALVIN B. & ELIZABETH A. RICHARDS    | <u>674</u>   | <u>400</u> |
| THOMAS H. & ANN S. RADY             | <u>674</u>   | <u>401</u> |
| MARLIN P. SHERRON                   | <u>674</u>   | <u>402</u> |
| GENEVA B. BROWN                     | <u>674</u>   | <u>403</u> |

GARY ALLEN HILL, SR., a/k/a GARY HILL, GARY ALLEN HILL and GARY A. HILL, Attorney-in-Fact for :

RECORDED IN:  
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JOYCE D. BURRELL  
HARRY G. BURRELL  
FLOYD B. WOODBURN  
FRANCES WHERRY & JOHN PAUL CRESS, SR.  
ERIC T. & PENNY H. PAKE  
RICHARD W. JOHNSON  
TERRY J. HELLARD & MARY K. LEE  
GENE H. RIGGS  
GEORGE MARTIN  
ARIADNE R. SALOUN  
THOMAS M. HILL  
EILEEN G. BECK  
ADCOCK-JOYCE, INC.

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Page 2

BOOK 675 PAGE 50

LORETTA HILL, Attorney-in-Fact for:

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| <u>675</u>   | <u>54</u>   |

DARIUS JOHNSON, JR.

C\WP51\HILL.AIF

BOOK 675 PAGE 54

EXHIBIT M

PAUL KELLER, Attorney-in-Fact for:

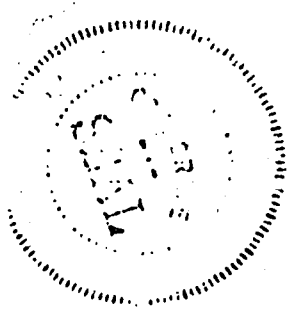
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| <u>675</u>   | <u>55</u>   |

ALLISON L. UNDERWOOD

C\WP51\KELLER.AIF

BOOK 675 PAGE 56

SIGNATURE PAGE  
FOR  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION



SEA GATE ASSOCIATION, INC.  
Attorney-in-Fact

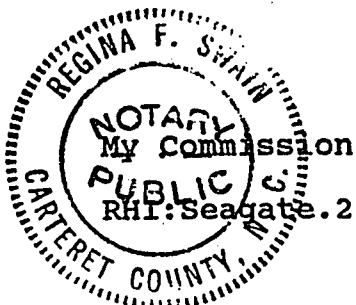
By: Gary Hill  
GARY HILL - President

Attest: Frederick G. Bohley  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, a Notary Public of the aforesaid County and State, do hereby certify that Frederick G. Bohley personally came before me and acknowledged that (s)he is Secretary of Sea Gate Association, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself/herself as its Secretary, in behalf of the corporation acting as attorney-in-fact for those Sea Gate lot owners listed on Exhibit D, attached hereto and incorporated by reference, and that the authority of the corporation, acting by and through its officers, to execute and acknowledge said instrument is contained in those instruments duly executed, acknowledged, and recorded in the office of the Register of Deeds of Carteret County on the 31st day of December, 1991, and that this instrument is executed under and by virtue of the authority given by said instrument granting the corporation power of attorney; that the said Sea Gate Association, Inc., acting by and through its duly elected officers, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of those persons listed in Exhibit D hereto.

WITNESS my hand and official stamp or seal, this 31 day of December, 19 91.



Regina F. Swain (Haddock)  
Notary Public

My Commission expires: 10-25-93

SIGNATURE PAGE  
FOR  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION

Harry S. Taylor, Jr. (SEAL)  
Attorney-in-Fact

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

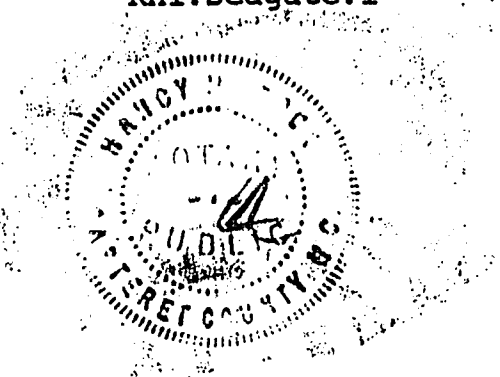
I, a Notary Public of the aforesaid County and State, do hereby certify that Harry S. Taylor, Jr., attorney-in-fact for those Sea Gate lot owners listed on Exhibit E, attached hereto and incorporated by reference, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of all of those Sea Gate lot owners listed on Exhibit E, and that his/her authority to execute and acknowledge said instrument is contained in those instruments duly executed, acknowledged, and recorded in those books at those pages which are listed in the said Exhibit E, and that this instrument was executed under and by virtue of the authority given by said instruments granting him/her power of attorney; that the said attorney-in-fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said persons listed in Exhibit E.

WITNESS my hand and official stamp or seal, this 29th day of December, 1991.

Nancy M. Bock  
Notary Public

My Commission expires: 6-24-95

RH1:Seagate.1



BOOK 675 PAGE 56

SIGNATURE PAGE  
FOR  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION

Denise Range (SEAL)  
Attorney-in-Fact a/k/a DENISE W. RANGE

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, a Notary Public of the aforesaid County and State, do hereby certify that Denise Range, attorney-in-fact for those Sea Gate lot owners listed on Exhibit F, attached hereto and incorporated by reference, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of all of those Sea Gate lot owners listed on Exhibit F, and that his/her authority to execute and acknowledge said instrument is contained in those instruments duly executed, acknowledged, and recorded in those books at those pages which are listed in the said Exhibit F, and that this instrument was executed under and by virtue of the authority given by said instruments granting him/her power of attorney; that the said attorney-in-fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said persons listed in Exhibit F.

WITNESS my hand and official stamp or seal, this 29th day of December, 1991.

Nancy M. Beck  
Notary-Public

My Commission expires: 6-24-95

RH1:Seagate.1



BOOK 675 PAGE 56

SIGNATURE PAGE  
FOR  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION

Jimmy Page (SEAL)  
Attorney-in-Fact

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, a Notary Public of the aforesaid County and State, do hereby certify that JIMMY PAGE, attorney-in-fact for those Sea Gate lot owners listed on Exhibit G, attached hereto and incorporated by reference, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of all of those Sea Gate lot owners listed on Exhibit G, and that his/her authority to execute and acknowledge said instrument is contained in those instruments duly executed, acknowledged, and recorded in those books at those pages which are listed in the said Exhibit G, and that this instrument was executed under and by virtue of the authority given by said instruments granting him/her power of attorney; that the said attorney-in-fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said persons listed in Exhibit G.

WITNESS my hand and official stamp or seal, this 20th day of December, 1991.

Nancy M. Beck  
Notary Public

My Commission expires: 6-24-95

RH1:Seagate.1



BOOK 625 PAGE 56

SIGNATURE PAGE  
FOR  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION

Jimmy Range Denise Range (SEAL)  
Attorney-in-Fact

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, a Notary Public of the aforesaid County and State, do hereby certify that Jimmy Range & Denise Range, attorney-in-fact for those Sea Gate lot owners listed on Exhibit H, attached hereto and incorporated by reference, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of all of those Sea Gate lot owners listed on Exhibit H, and that his/her authority to execute and acknowledge said instrument is contained in those instruments duly executed, acknowledged, and recorded in those books at those pages which are listed in the said Exhibit H, and that this instrument was executed under and by virtue of the authority given by said instruments granting him/her power of attorney; that the said attorney-in-fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said persons listed in Exhibit H.

WITNESS my hand and official stamp or seal, this 24th day of December, 19 91.

Nancy M. Y. Beck  
Notary Public

My Commission expires: 6-24-95

RH1:Seagate.1



BOOK 675 PAGE 56

SIGNATURE PAGE  
FOR  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION

Gabe Bahley (SEAL)  
Attorney-in-Fact

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, a Notary Public of the aforesaid County and State, do hereby certify that Gabe Bahley, attorney-in-fact for those Sea Gate lot owners listed on Exhibit I, attached hereto and incorporated by reference, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of all of those Sea Gate lot owners listed on Exhibit I, and that his/her authority to execute and acknowledge said instrument is contained in those instruments duly executed, acknowledged, and recorded in those books at those pages which are listed in the said Exhibit I, and that this instrument was executed under and by virtue of the authority given by said instruments granting him/her power of attorney; that the said attorney-in-fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said persons listed in Exhibit I.

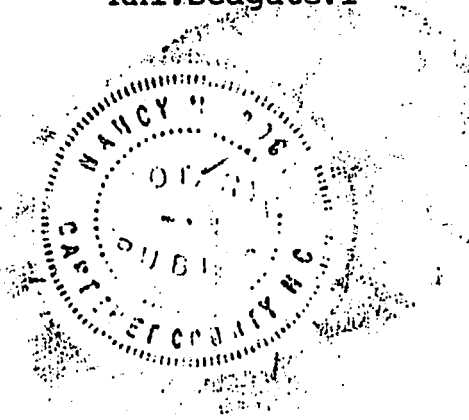
WITNESS my hand and official stamp or seal, this 29th day of December, 1991.

Nancy M. Beck  
Notary-Public

My Commission expires: 6-24-95

RH1:Seagate.1

BOOK 675 PAGE 56



SIGNATURE PAGE  
FOR  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION

Carl Bock Jr. (SEAL)  
Attorney-in-Fact

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, a Notary Public of the aforesaid County and State, do hereby certify that Carl Bock, attorney-in-fact for those Sea Gate lot owners listed on Exhibit J, attached hereto and incorporated by reference, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of all of those Sea Gate lot owners listed on Exhibit J, and that his/her authority to execute and acknowledge said instrument is contained in those instruments duly executed, acknowledged, and recorded in those books at those pages which are listed in the said Exhibit J, and that this instrument was executed under and by virtue of the authority given by said instruments granting him/her power of attorney; that the said attorney-in-fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said persons listed in Exhibit J.

WITNESS my hand and official stamp or seal, this 24<sup>th</sup> day of December, 19 91.

Nancy M. Bock  
Notary Public

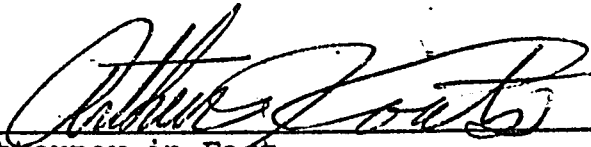
My Commission expires: 6-24-95

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BOOK 675 PAGE 50

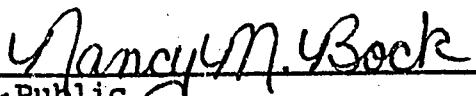
SIGNATURE PAGE  
FOR  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION

  
\_\_\_\_\_  
Attorney-in-Fact (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, a Notary Public of the aforesaid County and State, do hereby certify that Arthur J. Coats, attorney-in-fact for those Sea Gate lot owners listed on Exhibit K, attached hereto and incorporated by reference, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of all of those Sea Gate lot owners listed on Exhibit K, and that his/her authority to execute and acknowledge said instrument is contained in those instruments duly executed, acknowledged, and recorded in those books at those pages which are listed in the said Exhibit K, and that this instrument was executed under and by virtue of the authority given by said instruments granting him/her power of attorney; that the said attorney-in-fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said persons listed in Exhibit K.

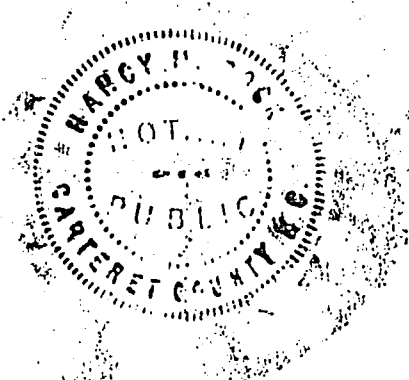
WITNESS my hand and official stamp or seal, this 20th day of December, 1991.

  
\_\_\_\_\_  
Notary-Public

My Commission expires: 6-24-95

RH1:Seagate.1

BOOK 675 PAGE 56



SIGNATURE PAGE  
FOR  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION

Loretta Hill (SEAL)  
Attorney-in-Fact

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

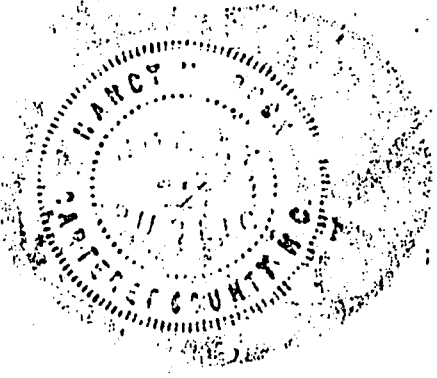
I, a Notary Public of the aforesaid County and State, do hereby certify that Loretta Hill, attorney-in-fact for those Sea Gate lot owners listed on Exhibit L, attached hereto and incorporated by reference, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of all of those Sea Gate lot owners listed on Exhibit L, and that his/her authority to execute and acknowledge said instrument is contained in those instruments duly executed, acknowledged, and recorded in those books at those pages which are listed in the said Exhibit L, and that this instrument was executed under and by virtue of the authority given by said instruments granting him/her power of attorney; that the said attorney-in-fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said persons listed in Exhibit L.

WITNESS my hand and official stamp or seal, this 29th day of December, 1991.

Nancy M. Yock  
Notary-Public

My Commission expires: 6-24-95

RH1:Seagate.1



BOOK 675 PAGE 56

SIGNATURE PAGE  
FOR  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
SEA GATE SUBDIVISION

Michael P. Keller (SEAL)  
Attorney-in-Fact

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

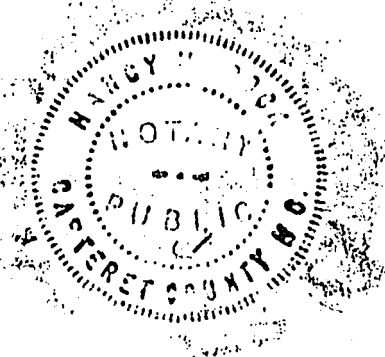
I, a Notary Public of the aforesaid County and State, do hereby certify that Paul Keller, attorney-in-fact for those Sea Gate lot owners listed on Exhibit M, attached hereto and incorporated by reference, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of all of those Sea Gate lot owners listed on Exhibit M, and that his/her authority to execute and acknowledge said instrument is contained in those instruments duly executed, acknowledged, and recorded in those books at those pages which are listed in the said Exhibit M, and that this instrument was executed under and by virtue of the authority given by said instruments granting him/her power of attorney; that the said attorney-in-fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said persons listed in Exhibit M.

WITNESS my hand and official stamp or seal, this 24th day of December, 1991.

Nancy M. Bock  
Notary Public

My Commission expires: 6-24-95

RH1:Seagate.1



BOOK 675 PAGE 56

SEA GATE ASSOCIATION, INC., Attorney-in-Fact for :

RECORDED IN:  
BOOK      PAGE

JEAN EYERMAN ROGERS  
DONALD GULDE  
WILLIE B. HENDERSON  
PATRICIA MUTZABAUGH  
JOHN K. WILLIS AND M. SUE ALLEN

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BOOK 675 PAGE 56

HARRY S. TAYLOR, JR., a/k/a HARRY TAYLOR and HARRY S. TAYLOR,  
Attorney-in-Fact for:

- LORANDA ROUSE
- JAMES E. DICKINSON
- JOHN W. DICKINSON
- JOHN W. & PATSY P. FULCHER
- RICHARD WAYNE SEE
- HUGH T. & OPAL L. HOWARD
- ODELL M. & DIANE F. MATTHIS
- WAYNE & MARY LOU RODEHORST
- RUBY NORWOOD
- JOHN KERNODLE
- CARLTON B. BANKS
- WILLIAM R. & MARTHA A. REICHSTEIN
- THOMAS E. CARVER
- LOUISE J. WOOTTON
- JAMES C. & DENISE W. RANGE
- KATIE A. & EDWARD MCKENDRY
- MARY F. & LOREN F. ENKE
- RICHARD B. KIRBY
- CARL BOCK, JR.
- PATRICIA F. BLAKE
- JOYCE CLARKE
- EDITH TOMCZAK
- ALEXANDER J. ADKINS, JR.
- RICKY & KIM BYRD
- JOHN L. & JUANITA GRIM
- DAVID & SHARON NOVAK
- STANLEY McPHERSON & MARION McPHERSON
- JOHN W. & MARY ANN O'MALLEY
- EDWIN H. & MAUREEN PREFER
- WILLIAM H. & HELEN K. SABLE
- MARIEL DOBLER
- MAX DOBLER
- DANIEL W. & LINDA R. SABLE
- DOUGLAS PAT SHINN
- JOAN MARIE MAY
- JAMES S. & BARBARA S. READY
- ALLEN F. & PRISCILLA S. GAGER
- SHERRY L. & ROBERT D. RICHARDS
- GLENNA M. & ARTHUR J. COATS
- COLEMAN & WILMA PRUITT
- LESTER DICKINSON
- KATHY DICKINSON
- THEODORE W. & THERESA SOWA
- HEINZ GROHMANN

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BOOK 675 PAGE 50

DENISE RANGE, a/k/a DENISE W. RANGE, Attorney-in-Fact for :

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|--------------------------------------|------------|------------|
|                                      | BOOK       | PAGE       |
| GARY A. HILL SR. & BEVERLY J. HILL   | <u>674</u> | <u>466</u> |
| BERNIECE A. & DANNY SHAW             | <u>674</u> | <u>467</u> |
| JUDY G. & JAMES LUKE CHANDLER        | <u>674</u> | <u>468</u> |
| CALIN SHAW                           | <u>674</u> | <u>469</u> |
| FREDERICK E. & GERALDINE WHITE       | <u>674</u> | <u>470</u> |
| MILFORD P. & MARY E. KELLER          | <u>674</u> | <u>471</u> |
| JOHN & JUDITH B. INMAN               | <u>674</u> | <u>472</u> |
| W. KIRK & BETTY H. STRATTON          | <u>674</u> | <u>473</u> |
| DONALD E. & SARAH J. SHUEY           | <u>674</u> | <u>474</u> |
| MARGARET A. TAYLOR                   | <u>674</u> | <u>475</u> |
| THOMAS M. ROYAL                      | <u>674</u> | <u>476</u> |
| GARY T. O'DANIEL                     | <u>674</u> | <u>477</u> |
| DAVID C. & PAULINE PETTIPAS          | <u>674</u> | <u>478</u> |
| BETTY L. & WILLIAM E. HICKS          | <u>674</u> | <u>479</u> |
| SAMUEL & LORETTA T. HILL             | <u>674</u> | <u>480</u> |
| FRANK E. & ELEANOR W. TURNER         | <u>674</u> | <u>481</u> |
| DAVID A. & LINDA B. BLAND            | <u>674</u> | <u>482</u> |
| HARRY B. TAYLOR                      | <u>674</u> | <u>483</u> |
| HARRY S. TAYLOR, JR.                 | <u>674</u> | <u>484</u> |
| JOSEPH F. HODGES & JOYCE A. HAMILTON | <u>674</u> | <u>485</u> |
| CARL L. & DEBORAH PRICE              | <u>674</u> | <u>486</u> |
| ELLA ROUSE                           | <u>674</u> | <u>487</u> |
| CLAUDIA E. JOHNSON                   | <u>674</u> | <u>488</u> |
| JOSEPH & GAIL LUDWIG                 | <u>674</u> | <u>489</u> |
| KATHLEEN J. & FREDERICK G. BOHLEY    | <u>674</u> | <u>490</u> |
| PAUL & JUDENE K. SPIVEY              | <u>674</u> | <u>491</u> |
| LEON E. CLIFTON                      | <u>674</u> | <u>492</u> |
| ROBERT W. & BERTHA C. CATES          | <u>674</u> | <u>493</u> |
| JERRY J. & CHERIE M. BROWNE          | <u>674</u> | <u>494</u> |
| FRANK SALA                           | <u>674</u> | <u>495</u> |
| BARBARA J. & ELEM RAY FULCHER        | <u>674</u> | <u>496</u> |
| MAY JOE & HEINZ MIELERT              | <u>674</u> | <u>497</u> |
| MARIA KNIGHT                         | <u>674</u> | <u>498</u> |
| DOUGLAS & JASPER HORNE               | <u>674</u> | <u>499</u> |
| GEORGE H. & MABEL O. MONTEITH        | <u>674</u> | <u>500</u> |
| JOHN NELSON                          | <u>675</u> | <u>1</u>   |
| JOE J. MITCHELL                      | <u>675</u> | <u>2</u>   |
| PAUL B. & FRANCIS S. MITCHELL        | <u>675</u> | <u>3</u>   |
| CAROL WALLACE & GLENN E. BAKER       | <u>675</u> | <u>4</u>   |
| DAWN & ROBERT STEPHENS               | <u>675</u> | <u>5</u>   |

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JIMMY RANGE a/k/a JIM RANGE and JAMES RANGE, Attorney-in-Fact for:

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|  | <u>BOOK</u> <u>PAGE</u> |
| H. W. HOELL, JR. & VIRGINIA L. HOELL       | <u>675</u> <u>6</u>     |
| C. R. FAUCETTE, III & REBECCA FAUCETTE     | <u>675</u> <u>7</u>     |
| PAMELA H. DUNCAN                           | <u>675</u> <u>8</u>     |
| EMMETT E. & SHARON BARBOUR                 | <u>675</u> <u>9</u>     |
| JESSE W. & JOANNE D. LINTON                | <u>675</u> <u>10</u>    |
| KARL E. & MARY R. RANCER                   | <u>675</u> <u>11</u>    |
| DOUGLAS & ISLE ARMSTRONG                   | <u>675</u> <u>12</u>    |
| RONALD W. & MELVA E. SMITH                 | <u>675</u> <u>13</u>    |
| DAVID PRITCHETT                            | <u>675</u> <u>14</u>    |
| ROY WILSON                                 | <u>675</u> <u>15</u>    |
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