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NORTH CAROLINA
CHOWAN COUNTY

One X Spruill
Register of Deeds
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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR EDENTON BAY**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EDENTON BAY is made this the 8th day of February, 1993 by EDENTON BAY COMPANY, a North Carolina general partnership, hereinafter referred to as "Declarant."

RECITALS

Declarant is the Owner of certain real property located in Chowan County, North Carolina, and which is described in Exhibit A, attached and hereby incorporated by reference. Declarant desires to subject the property to the provisions of this Declaration and to develop the property under the name of Edenton Bay and desires to create thereon a residential community (the "Community") together with streets, roads, footways, open spaces, entrances, drainage facilities, access easements, and signage, recreation area(s) and any other Community Properties (herein after referred to collectively as the "Community Properties") for the benefit of the Community; and

Declarant desires to provide for the preservation of the values and amenities in the Community and for the maintenance of the Community Properties and, to this end, desires to subject the real property described on the attached Exhibit A to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is, and are, for the benefit of each real property and each owner of a portion thereof; and

Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Community, to create an organization to which should be delegated and assigned the powers of maintaining and administering the Community Properties and facilities, administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

Declarant has caused to be incorporated under the laws of the State of North Carolina a nonprofit corporation, Edenton Bay Homeowners Association, Inc. (the "Association"), for the

purpose of exercising the functions contained in this Declaration, the Bylaws, and its Articles of Incorporation; and

Declarant anticipates that the Common Properties shown on all of the current and future recorded plats of the Community Properties subject to this Declaration will be conveyed by Declarant to the Association.

NOW, THEREFORE, Declarant does hereby declare that all of the property described above, together with any additional property which it may hereafter add by supplement to this Declaration, shall be held, transferred, conveyed, occupied and used subject to the following easements, covenants, conditions, restrictions, liens and charges which shall run with the title to the real property and which shall be binding upon and inure to the benefit of all of the parties having any right, title or interest in the above described properties, their heirs, successors and assigns.

ARTICLE 1

DEFINITIONS

Section 1.1. Definitions. The following words when used in this Declaration shall have the following meaning:

1.1.1. "Architectural Control Committee" or "ACC" or "Committee" shall mean the committee appointed by the Board for the purpose of establishing and enforcing the architectural standards of the Community.

1.1.2. "Articles" means the Articles of Incorporation of Edenton Bay Homeowners Association, Inc.

1.1.3. "Assessment" shall mean an Owner's share of the common expenses, charges and dues as established by the Association, and as hereinafter defined.

1.1.4. "Association" shall mean the Edenton Bay Homeowners Association, Inc., a nonprofit corporation whose purpose is to administer the property which is subject to this Declaration.

1.1.5. "Board" or "Board of Directors" means the Board of Directors of the Association.

1.1.6. "Bylaws" shall mean the Bylaws of the Association.

1.1.7. "Common Properties" shall mean all real and personal property (a) designated and shown in writing and/or on a plat by the Declarant as Common Properties; and (b) conveyed to the Association for the use and benefit of the Association; or (c) held by Declarant for the benefit of the Association. Such real property shall include, for example, the private roads and streets to or within the Properties, and any walkways, rights-of-way, recreation areas or open spaces (both landscaped and natural), lagoons, lakes or ponds reserved to the Association or Owners. Nothing contained in this definition shall limit the type of personal property which may be owned by the Association and constitute Common Properties.

1.1.8. "Common Expenses" shall mean all expenditures made by the Association in carrying out its duties together with all funds assessed by the Association for the creation and maintenance of reserve under this Declaration.

1.1.9. "Community Properties" or "Community" or "Properties" shall mean the property described on the attached Exhibit A together with all improvements located or constructed thereon. It shall also refer to any additional property which may hereafter be made subject to this Declaration.

1.1.10. "Declarant" shall mean Edenton Bay Company, a North Carolina Partnership with offices at Edenton, North Carolina, its successors and assigns. The Declarant may assign or pledge any or all of its rights reserved under the land use documents through an assignment or in an instrument of conveyance or assignment.

1.1.11. "Declaration" shall mean this document which includes the Covenants, Conditions and Restrictions for Edenton Bay together with all amendments which may be filed in the office of the Register of Deeds, Chowan County, North Carolina.

1.1.12. "Dwelling" or "Dwelling Unit" shall mean any single family Dwelling quarters whether in a detached building or in an attached unit, and including but not limited to a single-family detached house, townhouse, residential unit within a duplex, cluster home, condominium or apartment.

1.1.13. "Lot" shall mean any unimproved parcel of land within the Properties to be used exclusively for a single family, detached Dwelling or attached dwelling unit. A parcel of land shall be deemed a Lot rather than a Dwelling until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon completion of the building, the Lot and the improvements thereon shall collectively be considered a "Dwelling" for purposes of this Declaration.

1.1.14 "Multiple Family Tract" shall mean any subdivided but unimproved parcel of land located within the Properties and intended for construction of multi-family residential dwelling units including townhouses, condominiums, duplexes, apartments or cluster homes.

1.1.15. "Occupant" shall mean any person including, without limitation, any Owner, family member, guest, invitee, lessee, or tenant of an Owner occupying or otherwise using a Dwelling within the Properties.

1.1.16. "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title or contractual equitable title to any Lot or Multiple Family Tract or Dwelling Unit in the Properties. Notwithstanding any theory of the mortgage, "Owner" shall not mean or refer to the mortgagee, unless and until such mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.1.17. "Person" shall mean a Natural Person, Corporation, Partnership, Association, Trust or other legal entity, or any combination thereof.

1.1.18. "Rules" shall mean any and all regulations of the Association promulgated by the Board pursuant to its power under this Declaration or any other land use document.

1.1.19. "Supplemental Declaration" shall mean a Declaration filed by Declarant which describes one or more additional parcels of property to be located within the Properties, and which establishes covenants, conditions and restrictions for that particular parcel of property. Supplemental Declarations will be filed to add additional real property to the Community Properties not covered by this Declaration.

ARTICLE 2

MEMBERSHIP, VOTING RIGHTS AND GOVERNANCE OF THE ASSOCIATION

Section 2.1 Membership. Every person or entity who is a record Owner of a Lot or a Dwelling subject to this Declaration, which is situated in the Properties, shall be a member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a member.

Section 2.2. Voting Rights. The Association shall have three classes of voting membership.

2.2.1. Class A members shall be Owners of Lots. Any Class A member shall be entitled to one vote for each lot owned.

2.2.2 Class B members shall be Owners of Multiple Family Tracts. Any Class B member shall be entitled to one vote for each dwelling unit which may be built or constructed on said Tract as shown on a plat of record in the Chowan County Registry, but which has not been built.

2.2.3. Class C members shall be Owners of Dwelling Units. Class C membership begins for an Owner at the time when an occupancy permit has been issued by the Architectural Control

Committee as provided herein. Each Class C member shall be entitled to 1½ votes for every Dwelling Unit owned.

2.2.4. The Class D member shall be the Declarant which shall be entitled to three votes for each Lot, unbuilt dwelling unit on a Multiple Family Tract, or Dwelling Unit owned by it until the Turnover Meeting.

2.2.5. When more than one person or entity holds an interest in any Lot or Dwelling Unit or Multiple Family Tract, all such persons shall be Members, and the vote for such property shall be exercised as they among themselves determine and such persons shall designate one (1) person to vote. In no event shall more than one (1) vote be cast with respect to any Lot or unbuilt dwelling unit on a Multiple Family Tract or one and one-half (1½) votes with respect to any Dwelling Unit except as expressly provided as to the Declarant.

Section 2.3. Governance. The Association shall be governed by a Board of Directors. In accordance with the Bylaws, the Association shall elect a Board of Directors.

Section 2.4. Turnover. Within one hundred eighty (180) days after the Declarant no longer holds the title to 10% of the Lots and unbuilt dwelling units on Multiple Family Tracts in the Properties, the Association shall conduct a special meeting of the membership, hereinafter called the Turnover Meeting, for the purpose of assuring the transition of control of the Association to Owners other than the Declarant, provided however that so long as the Declarant is the Owner of one Lot, or one unbuilt dwelling unit on a Multiple Family Tract, or one Dwelling Unit governed by the Association, the Declarant shall be entitled to elect or appoint at least one member to the Board of Directors.

ARTICLE 3

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 3.1. Owners' Easements Of Enjoyment In The Common Properties. Subject to the provisions of the Section herein entitled "Easement For Governmental, Health, Water, Sewage Disposal, Sanitation And Emergency Services" and any additional provisions of this Declaration, every Owner, members of the Owner's household, guests of the Owner, agents, and licensees, shall have a permanent and perpetual easement for the use and enjoyment of the Common Properties and each easement shall be appurtenant to and shall pass with a title to every Lot or Multiple Family Tract or Dwelling Unit. Such easements of enjoyment shall include but not be limited to the Owners' right of ingress and egress over the streets, roadways and walkways over the Common Properties for the purpose of access to the Owners' Lot or Multiple Family Tract or Dwelling Unit. All streets to and in the Properties shall be PRIVATE and the maintenance shall be the responsibility of the Association.

Section 3.2. Title To The Common Properties. The Declarant may (but is not obligated to) retain the legal title to the Common Properties until it has sold 90% of the Lots and unbuilt dwelling units on Multiple Family Tracts subject to this Declaration and subsequent supplements thereto. Notwithstanding any other provision herein, however, upon conveying the title to 90% of the Lots and unbuilt dwelling units on Multiple Family Tracts subject to this Declaration, Declarant shall convey title to the Common Properties to the Association by Non-Warranty Deed, at no cost to the Association, free and clear of all liens and encumbrances except this Declaration and any supplements and amendments thereto. The Association covenants that it will accept a conveyance of all of the Common Properties.

Section 3.3. Limitation Of Owners' Easements. The rights of easement, use and enjoyment created hereby shall be subject to the following:

3.3.1. The right of the Association to adopt and enforce, at any time, rules and regulations governing the use of the Common Properties and all facilities situated thereon. Any rules

and/or regulations so adopted shall apply until rescinded or modified the same as if originally set forth at length in this Declaration.

3.3.2. The right of the Association to set specific charges for the use and maintenance of the Common Properties.

3.3.3. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintenance, repair and improvement of the Common Properties and in aid thereof to mortgage such properties.

3.3.4. The right of the Association as provided in its Articles and Bylaws to suspend the enjoyment rights of any Owner for any period during which any assessment remains unpaid, or for a period that may be determined by the Board of Directors for any violation of this Declaration, the Association's Articles, Bylaws, or published rules and regulations; provided however, that the right of a member of ingress and egress over the streets shall not be abrogated.

3.3.5. The right of the Declarant and the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purpose.

3.3.6. The right of the Declarant; without approval of the Association or any Owner, to add to or delete part of the Common Properties and to dedicate easements and rights-of-way over the Common Properties in accordance with the terms of this Declaration.

Section 3.4. Easement For Utilities. There is hereby reserved for the benefit of the Declarant, the Association, any public utility or governmental unit providing services in the Community, and their respective successors and assigns, an easement upon, over, under and across all of the Common Properties and all land located within ten (10) feet of any Lot or Multiple Family Tract line as shown on all plats of record, for the purpose of installing, replacing, maintaining and operating all utilities.

Section 3.5. Easement For Governmental, Health, Water, Sewage Disposal, Sanitation And Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and emergency service such as fire, ambulance and rescue services, for purpose of ingress and egress over the Common Properties. Declarant further reserves an easement over the Common Properties as needed for the installation, maintenance and operation of any central water and sewage disposal systems which may serve the Properties.

Section 3.6. Maintenance Easement. The Declarant reserves for itself and the Association and their respective agents and employees an easement to enter upon any unimproved areas in the Properties for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash therefrom so as to maintain reasonable standards of health, fire safety and appearance within the Properties. This reservation shall not impose any duty or obligation upon the Declarant or the Association to perform any such action. Furthermore, the Declarant hereby reserves for its benefit and that of the Association an easement but not obligation to enter upon any unimproved area which is located within thirty (30) feet from the waters edge of any lagoon, pond, water course and waterway, whether natural or man made, within the Properties for the purpose of maintaining such area and keeping the area clear and free from unsightly growth and trash and the maintenance of reasonable water quality standards.

Section 3.7. Environmental Easements. Declarant reserves for its benefit and the Association and their respective agents and employees an easement on, over and across any and all unimproved areas in the Properties for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, procedures promulgated or instituted by the Board of Directors or by any governmental entity. Such easement shall include, without limitation, the right to implement

erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and herbicides within the Properties as permitted by law.

Section 3.8. Easement For Declarant. The Declarant reserves to itself, its successors and assigns the right of temporary roads, utility services and drainage systems as are necessary in its sole discretion for the proper development and administration of the Properties. Such right shall extend over, through, under and across the Common Properties.

Section 3.9. Changes In Boundaries: Additions To Designated Common Properties. Prior to a conveyance to the Association, Declarant expressly reserves for itself and its successors and assigns the right to change and realign the boundaries of any designated Common Property within the Properties. Declarant also reserves the right for itself and its successors and assigns to make additions to the Common Properties and the Properties.

Section 3.10. Declarant's Right to Relocate Private Access Road. Declarant shall have the right, but not the obligation, in its sole and absolute discretion, to relocate the PRIVATE access road or easement from Water Street (in the Town of Edenton) to the Community at any time before Turnover. Such relocation shall not require the consent of any Owner or the Association. After any relocation of such access road by Declarant, all right, title, and interest of Owners and the Association in the original access road shall automatically cease and terminate, and Owners and the Association shall be vested with a nonexclusive easement in and to the new PRIVATE replacement access road from that time forward. If Declarant so elects to relocate the access road, it shall file for record an appropriate instrument describing such new PRIVATE access road. Declarant shall also file for record a map or plat depicting such new PRIVATE access road.

ARTICLE 4

COVENANT FOR ASSESSMENTS

Section 4.1. Creation Of The Lien And Personal Obligation Of Assessments. Except as hereinafter more fully provided, the Declarant, for each Lot or Multiple Family Tract or Dwelling Unit owned by it which is subject to this Declaration, hereby covenants and each Owner of any Lot or Multiple Family Tract or Dwelling Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in the particular deed of conveyance, shall be deemed to covenant and agree to all the Covenants and Restrictions of this Declaration and to pay the Association: (1) Periodic Assessments and (2) Special Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Periodic and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Each Owner expressly covenants, by acceptance of a deed, that liens may be placed against the Owner's Lot or Multiple Family Tract or Dwelling Unit for nonpayment of assessments.

Section 4.2. Purpose Of Assessments. The assessments levied by the Association for common expenses shall be used exclusively for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Community and maintaining the Community and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors. The common expenses to be funded by the Periodic Assessments may include but shall not necessarily be limited to the following: (a) utility charges for utilities serving the Common Properties and charges for other common services for the Community including trash collection and security services if any such services or charges are in fact paid by the Association; (b) the cost of insurance coverage as the Board of Directors determine to be in the interest of the Owners; (c) the expenses of maintenance, operation and repair of the Common Properties, including but not limited to the expense of maintenance, operation, repair and reconstruction of any and all the private roads and streets, pathways, trails, lagoons, waterways,

recreation areas, open space, and landscaped areas within the Properties whether or not conveyed to the Association; (d) the expenses of the Architectural Control Committee which are not defrayed by plan review charges; (e) any real or personal property taxes assessed or levied against the Common Properties; (f) all expenses associated with providing security services to the Properties; (g) the establishment and maintenance of a reasonable reserve fund for maintenance, repair and replacement of the Common Properties including but not limited to those specified in (c), to cover emergency repairs as a result of casualties which are not covered by insurance and to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments; (h) management fees and expenses of administration; and (i) such other expenses as may be determined from time to time by the Board of Directors of the Association to be common expenses.

Section 4.3. Date Of Commencement Of "Periodic Assessments"; Due Date: Assessment Period. The Periodic Assessment provided herein for Owners shall commence upon conveyance of a Lot or Multiple Family Tract or Dwelling to the Owner. Once the assessment period has commenced, the assessments shall thereafter be due on the first day of every assessment period as this term is defined in the Bylaws of the Association.

Section 4.4. Basis And Amount Of The Periodic And Special Assessments. Periodic and Special Assessments shall be divided among the Lots, Multiple Family Tracts and Dwellings made subject to this Declaration. The Owner of each Lot or Multiple Family Tract or Dwelling Unit in the property shall pay a Periodic Assessment set by the Board based on the actual and estimated costs in carrying out its duties for the assessment period. The Owner of each Lot in the Properties shall pay an assessment in an amount equal to 75% of the Periodic Assessment for a Dwelling Unit. The Owner of each Multiple Family Tract in the Properties shall pay an assessment for each unbuilt dwelling unit within the Multiple Family Tract in an amount equal to 75% of the Periodic Assessment for a Dwelling Unit. For the purpose of this assessment, a property will be classed as a Lot or

unbuilt dwelling within a Multiple Family Tract and not as a Dwelling Unit until construction is completed on the Dwelling. The assessment as a Dwelling Unit shall begin on the day after an Occupancy Permit has been issued for the same by the ACC, prorated to the end of the current assessment period. The Board shall set a budget and establish the amounts of any Periodic or Special Assessment without a vote of the general membership of the Association. The Board shall provide written notice to all Owners of a change in the amount of the Periodic Assessment by mailing such notice to all members at least thirty (30) days in advance of the effective date of the adopted change.

Section 4.5. "Special Assessments". In addition to the Periodic Assessment authorized by this Article, the Board may levy on each Owner in any assessment period a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association. As in Section 4.4, Owners of Lots or Multiple Family Tracts (per unbuilt dwelling unit) shall pay an amount equal to 75% of the Special Assessment paid by the Owner of a Dwelling Unit. The due date of any special assessment under this Article shall be fixed in a resolution of the Board of Directors authorizing such assessment.

Section 4.6. Duties Of The Board Of Directors. The Board of Directors of the Association shall prepare a roster of Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether the Assessment has been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid and shall be binding on the Association.

Section 4.7. Effect Of Non-payment Of Assessment; The Personal Obligation Of the Owner;

The Lien; Remedies Of The Association; Late Fee. If an assessment is not paid on the date when due (being the dates specified in the notice of the assessment given to each Owner), then it shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate established by the Board of Directors not to exceed the eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessment and/or bring an action to foreclose the lien against the property. There shall be added to the amount of such assessment all costs of collection, including, but not limited to the reasonable attorneys' fees. In the event a judgment is obtained, such judgment shall include interest on the assessments as provided above and reasonable attorneys' fees together with costs incident to the action. In addition to the foregoing remedies, the Board of Directors may assess a one-time "Late Fee" as may have been theretofore established by the Board of Directors for each periodic or special assessment which is more than thirty (30) days delinquent, for the purpose of helping defray collection costs. The Board may also suspend the enjoyment rights of the delinquent Owner in the Common Properties pursuant to the provision herein entitled "Limitation of Owners' Easements."

Section 4.8. Subordination Of The Lien To Mortgages.

The lien for the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage now or hereafter placed upon an Owners property subject to assessment, unless such assessment is secured by a Claim of Lien that is recorded prior to the recording of such mortgage.

ARTICLE 5

MAINTENANCE AND INSURANCE OF PROPERTIES

Section 5.1. Maintenance Responsibilities Of Owners. Each Owner is responsible for maintaining the grounds of their Multiple Family Tract, Lot and exterior appearance of their Dwelling Unit, including upkeep and care of walls, roofs, gutters and downspouts, excessive weeds and grass growth and unsightly trash. In the event that any lot or dwelling is neglected and uncared for through failure of an individual Owner to maintain their property as outlined herein so that its condition creates a hazard and presents an unsightly appearance within the Community, the Association shall have the right, but not the obligation, to provide necessary maintenance.

Section 5.2. Maintenance Action By The Association. Where the Board determines that an Owner has failed or refused to carry out their duties under this Article, the Board shall take such action as is necessary to restore the property to the standards of the Community. Entry upon any property for this purpose by the Association, its agents or employees shall not be deemed a trespass. Except in emergency situations, however, the Association shall give such Owner fifteen (15) days notice prior to its entry on the premises to perform such work.

Section 5.3. Assessment For Association Maintenance Of Owner's Lots Or Dwelling Units. Where the Association, in the interest of the Community, authorizes maintenance on a Multiple Family Tract, Lot or Dwelling Unit exterior, the work shall be performed in a cost efficient manner and the Association shall have the right to assess the individual property Owner the cost thereof. In the case of failure to pay the cost or assessment, the Board shall place a lien on the Multiple Family Tract, Lot or Dwelling Unit which shall be a personal obligation of the Owner and shall be due and payable in all respects like a Periodic or Special Assessment.

Section 5.4. Maintenance Of Common Properties. Unless otherwise provided, the Association shall maintain and keep in good repair the Common Properties including any

improvements or structures located thereon. No diminution or abatement of assessments, fees or charges, however, shall be claimed or allowed by any Owner by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by it under this Declaration. Together with Article 4, this provision shall constitute a private road maintenance agreement.

Section 5.5. Insurance Of Common Properties. The Board shall maintain liability insurance on the Common Properties.

ARTICLE 6

ADMINISTRATION OF THE COMMON PROPERTIES

Section 6.1. Management. The Association, subject to the rights of the Declarant and the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Properties and all improvements located thereon.

Section 6.2. Duties And Powers. The duties and powers of the Association shall be those set forth in (a) Chapter 55A of the North Carolina General Statutes as it applies to nonprofit Corporations, (b) this Declaration, (c) the Bylaws and (d) the Articles of Incorporation of the Association. Should there be conflicts or inconsistencies between any of these documents then the order of authority shall be the General Statutes, this Declaration, the Articles of Incorporation, and the Bylaws. Notwithstanding any other provision in this Declaration to the contrary, as long as the Declarant shall own any Multiple Family Tract, Lot or Dwelling in the Properties, the Association shall not, without the consent of the Declarant, borrow money or pledge, mortgage, deed in trust, or hypothecate all or any portion of the Common Areas.

Section 6.3. Agreements. All Agreements and actions lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, successors and assigns. The Association may

perform its duties and responsibilities through its Board of Directors and further shall have the authority to delegate to persons of its choice such duties as may be determined by the Board of Directors to be expedient. The Board shall have the power to employ such managers, agents and employees as necessary in its discretion to carry out its functions under this Declaration. In addition the Association may pay for and the Board of Directors may hire and contract for such legal, accounting and other professional services as are necessary or desirable in connection with the operation of the Properties or enforcement of this Declaration or the Bylaws or the rules and regulations of the Association.

Section 6.4. Restraint On Transfer. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner except to the extent that a transfer of ownership of a Multiple Family Tract, Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Multiple Family Tract, Lot or Dwelling.

Section 6.5. Rules And Regulation. The Association, acting through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of all Multiple Family Tracts, Lots, Dwelling Units, Common Properties, and all other areas within the Properties. These rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 6.6. Condemnation Of Common Properties. Should any portion of the Common Properties be taken through eminent domain or conveyed by deed in lieu of condemnation by the Association, the award or proceeds made or collected by the Association shall be disbursed or held as follows: (a) to the extent practical in the discretion of the Board, the funds shall be used for the replacement of the condemned facility on some other part of the Common Properties; (b) if replacement at some other location within the Common Properties is not feasible then these funds shall be added to the reserves held by the Association; or (c) should the Board deem the funds not

necessary for addition to the reserves then these funds shall be disbursed on a prorata basis to the membership of the Association.

ARTICLE 7

AFFIRMATIVE ARCHITECTURAL AND LANDSCAPING CONDITIONS

Section 7.1. Purpose. In order to preserve the natural setting and beauty of the Properties, to establish and present a harmonious and aesthetically pleasing design for the Properties, to protect and promote the value of the Community, the Lots, Dwellings, Multiple Family Tracts, and Properties, made subject to this Declaration, and all improvements located therein or thereon, including landscaping, shall be subject to the restrictions set forth in this Article. Every Grantee of any interest to any property subject to this Declaration, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

Section 7.2. Architectural Control Committee.

7.2.1. The Board of Directors, at its first meeting, shall establish an Architectural Control Committee (ACC) to provide and maintain standards as to harmony of external design and location in relation to surrounding structures, topography and consistent with the principles of the community.

7.2.2. The Committee Members shall be composed of at least three (3) persons, including a Chair, who need not be members of the Association. A majority of the Committee may designate a representative to act for it. In the event of death, resignation or removal by the Board of any member of the Committee, the Board shall have full authority to designate a successor. The members of the Committee may be paid a stipend or honorarium at the discretion of the Board. The Association shall maintain a list of the names and addresses of the Committee members or their designated representatives for the benefit of owners.

Section 7.3. Submission of Plans. Unless expressly authorized in writing by the ACC, no Dwelling Unit, fence, wall, driveway or other structure nor any exterior addition or alteration or improvement to any existing Dwelling Unit, nor any clearing or site work shall be commenced, erected or maintained upon the Properties, until plans and specifications therefor showing the shape, dimensions, materials, basic exterior finishes and colors, location on site, driveway, parking, well, septic tank and drain field, floor plan and elevations therefor (all of which is hereinafter referred to as the "Plans"), shall have been submitted and approved in writing, as to harmony of external design and location in relation to any surrounding structures and topography, by the Committee. The Committee shall have the absolute and exclusive right to refuse to approve any such plans and specifications which are not suitable or desirable in the opinion of the Committee based on the Code of Architectural and Landscaping Policies and Procedures, provided that the Committee shall not refuse to approve any plans and specification which are substantially similar to any other plans and specifications which previously have been approved for any Dwelling Unit.

Section 7.4. Code of Architectural and Landscaping Policies and Procedures. The Committee shall establish a written Code of Architectural and Landscaping Policies and Procedures which shall be binding as a part of this Article. The Code shall be given to each Owner on or before purchase of the property and acceptance of the deed shall constitute receipt and acceptance of the Code and all subsequent amendments, revisions, and replacements thereto. The Committee shall at its discretion revise and amend the Code, and where material changes are made, the Board shall approve the same and circulate them to every Owner. The Code of Architectural and Landscaping Policies and Procedures will contain an outline of the philosophy of the Community, basic design guidelines, siting setback requirements and considerations, landscaping guidelines, the process for submitting and obtaining approval of plans, fee structure and a list of contractor requirements during construction.

Section 7.5. Siting and Location. Because of its importance to the individual Owners and the Community as a whole, the Committee shall first approve the site plan and location of each Dwelling within the Properties. Then, following a stake-out of the approved site plan, the on-site location will be inspected by the Committee to determine that it is in compliance. Following a satisfactory inspection, written approval of same must be issued for construction to proceed.

Section 7.6. Construction. Prior to commencement of construction, a building permit must be issued by the Committee and prior to occupancy, an occupancy permit must be issued by the Committee. The Committee or its agents shall have the right to inspect all construction to ensure that the structure is in accordance with the approved plans, specifications and details. No structure or improvement shall be constructed unless it conforms strictly to the approved plans, specifications and details or any previously approved amendments thereto. These required permits are in addition to those required by the local, county, or state authorities.

Section 7.7. Completion. The exterior of any improvement permitted by the Committee shall be completed one (1) year from the start of construction. The Committee may permit an extension of this period in extenuating circumstances. Otherwise, the Committee shall recommend the Board to take whatever action is appropriate and necessary to stabilize and remedy the appearance of the property and Lot in accordance with the Section herein entitled "Maintenance Action By the Association."

Section 7.8. Landscaping.

7.8.1. To preserve the aesthetic appearance of the Properties, no landscaping, grading, excavating, or filling of any nature shall be implemented or installed by anyone other than the Declarant, unless and until the plans therefore have been submitted to and approved in writing by the Committee.

7.8.2. Standards and Plans for landscaping in general shall be part of the Code.

7.8.3. The landscaping and grading plans shall be reviewed and approved with consideration of the harmony of the proposed landscaping design, the environmental character of the surrounding area, the preservation of natural drainage patterns, the visual impact on the surrounding areas, and the establishment of adequate shading and buffering in regard to individual Lots.

7.8.4. Unless located within five (5) feet of a building or parking area, no tree, shrub, bush or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level shall be cut, removed or mutilated without the prior approval of the Committee, provided this does not apply to dead or diseased trees or shrubs. If any such healthy tree, bush or shrub is removed with approval of the Committee, the Owner shall replace it with a tree, bush, or shrub of comparable value approved by Committee. In the event the Owner fails, within thirty (30) days, to satisfactorily replace the tree, bush or shrub removed, the Owner shall pay the Association a damage fee as established by the ACC. The Association through its agents and employees, shall have the right to enter the property for the purpose of replacing the tree, bush or shrub. Damages provided for herein shall become a lien on the property of the Owner.

Section 7.9. Approval Not A Guarantee. Approval of plans, specifications and the publication of architectural and landscaping standards shall not be considered as representing or implying that the plans, specifications or standards if followed will result in properly designed improvements. Neither the Declarant, the Association, the Committee nor any agent thereof shall be responsible or liable in any way for defects in any such plans or specifications submitted revised or approved pursuant to the terms of this Article.

Section 7.10. Placement of Improvements And Setback Lines. In addition to setback lines depicted on the recorded plats, "foot-print areas" will be designated on each Lot or Multiple Family Tract allowing optimum orientation and maximizing view potential for all Lots and Multiple Family Tracts. Variances within the footprint area will be approved at the sole discretion of the Committee.

ARTICLE 8

RESTRICTIONS ON USE AND RIGHTS OF
THE ASSOCIATION AND OWNERS

Section 8.1. Permissible Uses. No Lot or Dwelling or Multiple Family Tract shall be used except for residential purposes.

Section 8.2. Division of Lots. No Single Family Detached Dwelling Lot shall be subdivided, or its boundary lines changed by its Owner, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more Single Family Detached Lots shown on a plat thereof prior to delivery of a deed in order to create a modified Single Family Detached Dwelling Lot. The Declarant may also create a modified Single Family Detached Dwelling Lot by the sale of two or more adjacent Lots to one party, followed by the construction thereon of a Dwelling Unit in such a manner as to require the total Lots to be treated as one modified Lot in order to meet the setback and side line requirements, without the necessity of replatting. The restrictions and covenants herein apply to each Lot so created.

Section 8.3. Minimum Square Feet In Dwelling Unit. Each Single Family Detached Dwelling shall contain a minimum of 2,400 square feet of heated Living Area on a Lot measuring 40,000 square feet or more in area. The Declarant reserves the right to establish at a future date the minimum heated Living Area for Dwelling Units, including Single Family attached Dwelling Units whether a duplex or a townhouse, or other Single Family Detached Dwelling Units located on Lots measuring less than 40,000 square feet in area (i.e. Cluster Homes).

Section 8.4. Animals and Pets. No animal or livestock of any description, except the usual household pets, shall be kept on any Lot or Multiple Family Tract or Dwelling. Owners are expected

to keep pets under control so as not to disrupt the well being of the Community. Where necessary, the Board shall act to require owners to restrain animals causing a nuisance.

Section 8.5. Utilities and Easement. All utility lines of every type, including, but not limited to, water, electricity, telephone, television cables or sewage must be underground.

Section 8.6. Antennas. No television or radio antennas, or satellite dishes, or other similar devices shall be attached or installed on any Dwelling or located within any portion of the Properties, unless contained entirely within the interior of the building. The Declarant or the Association may, however, install equipment necessary for master antennas for security, cable television, mobile radio or other similar systems within the Properties. Should cable television services not be available or adequate television reception not otherwise be available to an Owner, then the Owner may make written application to the ACC for permission to install an outside satellite dish or television antenna. The ACC may, but need not, approve such application. Any approval may be subject to restrictions.

Section 8.7. Temporary Structures. No temporary house, trailer, tent, garage, or other building shall be placed or erected on any Lot or Multiple Family Tract. However, the Association may grant permission for any such temporary structure for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a Dwelling.

Section 8.8. Fences and Mailboxes. Perimeter fences are not permitted. Fencing around a limited area within a Lot or Multiple Family Tract may be permitted following approval of a site plan showing the location of the fence, and a plan showing the design and materials of the fence by the ACC. Mailboxes are permitted providing they comply with the requirements of the Code.

Section 8.9. Garbage And Storage Receptacles. Garbage receptacles are permitted provided they are screened in accordance with the Code. Every fuel storage tank shall be buried below the surface of the ground or screened in accordance with the Code.

Section 8.10. Offensive And Illegal Activities. No noxious, offensive or illegal activities shall be carried on within the Properties nor shall anything be done that shall be or become an unreasonable annoyance or nuisance.

Section 8.11. Outside Burning. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except in accordance with a validly issued burning permit from Chowan County and the Declarant or the Association.

Section 8.12. Discharge Of Firearms. Hunting or trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows within the Properties is prohibited unless required for public safety.

Section 8.13. Motorized Vehicles. No motorcycle or motorbike shall be used on the streets for the purpose of entering or leaving the Properties. No dirt bike, go-cart, or similar vehicle may be used within the Properties at all under any circumstances. No recreational vehicles, campers, trailers, or commercial vehicles shall be parked in plain view within the Properties at any time, except in closed garages or in parking areas designated for such vehicles. All motor vehicles operated on the Properties shall have quiet mufflers. Further, no person shall operate any motor vehicle on the Properties unless he holds a valid driver's license.

Section 8.14. Signs. No sign of any kind shall be displayed to the public view on any Lot or Multiple Family Tract or Dwelling Unit, except for one sign with dimensions of not more than two feet by three feet advertising same for sale. Any sign required by legal proceedings shall be permitted. A sign identifying each house name or number will be permitted providing it is in accordance with the Code.

Section 8.15. Sales And Construction. The Declarant, its agents, employees, successors and assigns may maintain such facilities and carry on such activities as may be reasonably convenient or incidental to the completion, improvement and sale of Lots or Multiple Family Tracts or Dwellings

within the Properties, including without limitation, the right to (1) install and operate construction trailers, sales offices, signs and model Dwellings, and (b) maintain such facilities and carry on such activities.

Section 8.16. Time Shares.

8.16.1. No Dwelling, Dwelling Unit or Lot or Multiple Family Tract may be subdivided to permit the creation of a time share or time shares as same is defined by Chapter 93A, Article 4 of the North Carolina General Statutes, or any subsequent legislation affecting time shares, unless such creation of a time share or time shares is approved as described below.

8.16.2. The Declarant must approve such creation of a time share or time shares in its sole discretion; provided, however, that after Turnover, the creation of a time share or time shares must be approved by both a three-quarters majority vote of the Directors of the Association, and by a simple majority vote of the members of the Association at any annual or special meeting of members.

8.16.3. If the creation of a time share or time shares is approved as outlined above, an appropriate supplement or amendment to this Declaration shall be executed and filed with the Chowan County Registry, designating both the approval and the property or properties which are affected by said approval.

Section 8.17. Stormwater Runoff Rule Compliance. No more than thirty percent (30%) of any Lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate, or similar materials. This covenant is intended to ensure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore may be enforced by the State of North Carolina.

Section 8.18 Setbacks. In the absence of a "variance" issued pursuant to Section 7.10, no building, dwelling or other structure, including porches, stairs and decks, shall be located within the setbacks designated on the recorded map of the Properties shown on Exhibit A attached.

ARTICLE 9

GENERAL PROVISIONS AND ENFORCEMENT

Section 9.1. Duration. This Declaration shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until December 31, 2027 and shall continue in full force and effect thereafter until 60% of the Owners have, by written vote, agreed to amend or terminate them.

Section 9.2. Rule And Regulations. The Board of Directors is specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration.

Section 9.3. Enforcement. Failure of an Owner, members of the Owner's household, the Owner's guests, licensees or invitees to comply with a provision of this Declaration or a provision in the Bylaws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action at law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof against the Owner. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of reasonable attorneys' fees (whether or not litigation is instituted) and court costs, shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees, costs and damages may be enforced by any method described in this Declaration providing for the collection of periodic assessments, or by a civil action to collect the debt.

Section 9.4. Other Associations. Development of any Multiple Family Tract may require establishment of a homeowners' association specifically created to maintain common properties within

the said Multiple Family Tract and to perform functions similar to the Association within the said Multiple Family Tract. Declarant reserves the right to establish any such association for a Multiple Family Tract and upon establishment, an Owner of a Dwelling in a Multiple Family Tract shall be a member of the Association and the homeowners' association created for said Multiple Family Tract.

Section 9.5. No Trespass. Whenever the Association, the Declarant, the Architectural Control Committee and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Properties, the entering thereon and the taking of such action shall not be deemed a trespass.

Section 9.6. Interpretations. In all cases, the provisions of this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Declarant or the Board of Directors, will best effect the intent of the general plan of Community. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive.

Section 9.7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid. However, if the application of any provision to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and to this end the provisions of this Declaration are declared to be severable.

Section 9.8. Notices. Notices required under this Declaration shall be in writing and shall be delivered by hand or sent by United States mail, postage prepaid. All notices to Owners shall be delivered or sent to such address as have been designated in writing to the Association or if no such address has been so designated by the Owner, at the address of the Owner's Lot or Dwelling. All

notices to the Declarant shall be delivered or sent to the Declarant's main office in Edenton, North Carolina or to such other address as the Declarant from time to time may notify the Association.

Section 9.9. Amendments. The Declarant reserves the right to modify or amend this Declaration at any time without prior notice and without the consent of any person or entity or the Association for any purpose whatsoever, provided any such amendment or modification may not materially alter the basic plan of development. Once the Declaration has been amended or modified, such amendment or modification shall extend to and be applicable to the Lots, Dwellings, Multiple Family Tracts and Properties that were sold prior to or subsequent to such amendment or modification. Any such amendment or modification of the Declaration by the Declarant shall not require the joinder of the Association or any Lender. The Declarant, by itself, shall not have the right to modify or amend this Declaration after Turnover. The Board of Directors of the Association, after Turnover, as herein provided may modify or amend this Declaration provided any such amendment or modification may not materially alter the basic plan of development. Notwithstanding anything contained in this Section to the contrary, any amendment or termination of this Declaration which shall materially and adversely affect the validity or priority of the lien of or the rights of Institutional Lenders (as hereinafter defined) holding first mortgage loans on property located with the Properties shall be required to have the prior approval of such Institutional Lenders. "Institutional Lender" shall mean and refer to banks, savings and loan association, insurance companies, other firms or entities customarily affording loans secured by first liens on residences and eligible insurers and governmental guarantors.

IN WITNESS WHEREOF, this Declaration together with Covenants, Conditions and Restrictions has been signed and executed by the Declarant the day and year first above written.

DECLARANT:

EDENTON BAY COMPANY, a North Carolina
General Partnership (SEAL)

BY: J. Gilliam Wood (SEAL)
J. Gilliam Wood, General Partner

BY: CHOWAN STORAGE COMPANY, A North
Carolina Corporation, General Partner

BY: [Signature]
President



ATTEST

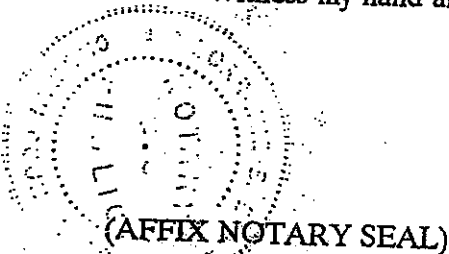
J. Gilliam Wood
Secretary

STATE OF NORTH CAROLINA

COUNTY OF CHOWAN

I, a Notary Public, of the County of Chowan, and State aforesaid, certify that J. Gilliam Wood, General Partner of EDENTON BAY COMPANY, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 18th day of February, 1993.



J. H. L. Lenoir
Notary Public

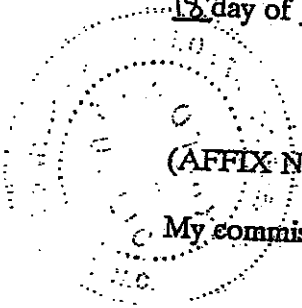
My commission expires: My Commission Expires February 4, 1997

NORTH CAROLINA

COUNTY OF CHOWAN

I, a Notary Public of the County of Chowan State aforesaid, certify that J. William Wood personally came before me this day and acknowledged that he is Secretary of CHOWAN STORAGE COMPANY, a N. C. Corporation, General Partner of Edenton Bay Company, 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 18th day of February, 1993.

Lorraine B. Bass
Notary Public



(AFFIX NOTARY SEAL)

My commission expires: My Commission Expires February 4, 1997

NORTH CAROLINA

CHOWAN COUNTY

The foregoing or annexed certificate(s) of Lorraine B. Bass, Notary Public of Chowan County, State of N.C. is/are certified to be correct.

This 25th day of February, 1993 at 8:10 o'clock A.M.

Anne K. Spruill

Register of Deeds

BY: Susan J. Rountree
Deputy/Assistant Register of Deeds

Recorded & Verified:
See Attachment: page 444

EXHIBIT A

LEGAL DESCRIPTION OF EDENTON BAY

All of the lots, multiple family tracts, streets, open spaces, and other Common Properties as shown on a map of Edenton Bay, a Residential Subdivision dated February 8, 1993, and filed in Plat Cabinet 1, Slide(s) 108 A, B and C, Chowan County Registry.

PIN #:

- 7804-04-93-3197
- 7804-04-84-6112 #1
- 7804-04-83-6961 #2
- 7804-04-83-7759 #3
- 7804-04-83-8606 #4
- 7804-04-83-8513 #5
- 7805-04-83-8431 #6
- 7804-04-83-8229 #7
- 7804-04-83-7187 #8
- 7804-04-83-7077 #9
- 7804-04-82-7963 #10
- 7804-04-82-7840 #11
- 7804-04-82-7607 #12
- 7804-04-82-6514 #13

- 7804-04-82-5463 #14
- 7804-04-82-6322 #15
- 7804-04-82-9403 #16
- 7804-04-82-9746 #17
- 7804-04-92-0923 #18
- 7804-04-93-1075 #19
- 7804-04-93-0260 #20
- 7804-04-93-0684 #21
- 7804-04-93-1458 #22
- 7804-04-93-2355 #23
- 7804-04-92-4739 #24

sl

Filed for Record in the office of the
 Register of deeds, Chowan County, N. Carolina
 at 8:10 o'clock A. M., on the
2nd day of June, 1999
 and RECORDED in Deed Book Book
 No. 253 Page 784-792
 Susan S. Rountree - Register of Deeds
 By Susan S. Rountree
 Asst. Deputy

Prepared by and Return to:
 M. H. Hood Ellis, Attorney
 Hornthal, Rife, Ellis & Maland
 P.O. Box 220
 Elizabeth City, N.C. 27909

NORTH CAROLINA
 CHOWAN COUNTY

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 FOR
 EDENTON BAY**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR EDENTON BAY is made this the 15th day of May, 1999 by

EDENTON BAY COMPANY, a North Carolina general partnership, hereinafter referred to as

"Declarant."

RECITALS

WHEREAS, Declarant is the Owner and developer of certain real property located in Chowan County, North Carolina heretofore designated as Edenton Bay or Edenton Bay Plantation consisting, in part, of those lots and properties shown on the plat of "EDENTON BAY, a Residential Subdivision" dated February 8, 1993 and of record in Plat Cabinet 1, Slides 108A, B and C in the Office of the Register of Deeds of Chowan County; those lots and properties shown on the plat of "BRICKELL'S GLADE" (formerly Lot 24 of Edenton Bay, a Residential Subdivision) dated April 8, 1994 and of record in Plat Cabinet 1, Slide 120E in the Office of the Register of Deeds of Chowan County; and those lots and properties shown on the plat of "EDENTON BAY PLANTATION - HARDY'S HILL" dated July 26, 1994 and of record in Plat Cabinet 1, Slide 123C in the Office of the Register of Deeds of Chowan County; and

WHEREAS, as a condition of securing final plat approval by the Town of Edenton (hereinafter "Town") for the recordation of the aforementioned plats, Declarant agreed that the private right of way and access road shown on the aforesaid plats as connecting the development to Water Street in the Town of Edenton would be a temporary easement, access and private right of way until such time as the Town had issued building permits on more than eighty percent (80%) of the total units shown on the aforesaid subdivision plat of "EDENTON BAY, a

Residential Subdivision" as approved by the Town and recorded in the Office of the Register of Deeds of Chowan County (Plat Cabinet 1, Slide 108 A, B and C) at which time a permanent easement, access and private right of way would be constructed and provided by Declarant, its successors or assigns, to replace the temporary easement, access and private right of way to and from the subdivision and development; and

WHEREAS, as a condition of securing final plat approval by the Town for recordation of the aforementioned plat, Declarant executed a bond dated February 9, 1993 in favor of the Town setting forth Declarant's obligation to close the temporary easement, access and private right of way to and from the subdivision as shown on the aforesaid plats and replace same with a permanent easement, access and private right of way to be constructed by Declarant to and from the subdivision and N. C. Highway 32 or N. C. Highway 32 Alternate and secured said bond with a deed of trust dated February 9, 1993 to C. Christopher Bean, Trustee for the Town duly filed for record in Book 199, Page 335 of the Office of the Register of Deeds of Chowan County; and

WHEREAS, prior to the sale of any lots or units within the subdivision as shown on the aforesaid plats of record, Declarant caused to be prepared, executed and recorded "Declaration of Covenants, Conditions and Restrictions for Edenton Bay" (hereinafter the "Declaration") dated February 8, 1993 and recorded in Book 199, Page 411 of the Office of the Register of Deeds of Chowan County which document, and specifically Section 3.10 of Article 3 thereof, expressly disclosed and reserved unto Declarant, its successors or assigns, the right (as determined in Declarant's sole and absolute discretion) to relocate and replace the private access road or easement from Water Street in the Town of Edenton to the subdivision as shown on the aforesaid subdivision plats for the express purposes of (1) enabling Declarant, its successors or assigns, to fulfill Declarant's obligation to the Town; and (2) providing Declarant, its successors or assigns, with maximum flexibility in combining the existing phases of the subdivision and Edenton Bay "Community" with the future design and development of additional phases from the surrounding and adjacent properties as part of the Edenton Bay "Community" (See Section 1.1.9. and Section 1.1.19. of Article 1 of the Declaration); and

WHEREAS, in addition to the express disclosure and reservation of Declarant's right to

relocate and replace the private access road in the Declaration as recorded in the Office of the Register of Deeds of Chowan County, Declarant expressly disclosed this right and reservation in its Offers to Purchase and Contracts for sale of lots and units shown on the aforesaid subdivision plats and has heretofore conveyed each previously sold lot or unit in the subdivision expressly subject to the Declaration, including Declarant's right to relocate the private access road as set forth in Section 3.10 of Article 3 of the Declaration (See the said Declaration and Exhibit A thereto with respect to the lots and properties shown on plat of "EDENTON BAY, a Residential Subdivision" dated February 8, 1993 and of record in Plat Cabinet 1, Slides 108A, B and C in the Office of the Register of Deeds of Chowan County; see Supplemental Declaration Containing Covenants, Conditions and Restrictions for Brickell's Glade Cluster Homes in Edenton Bay dated April 25, 1994 and Exhibit A thereto of record in Book 208, Page 211 of the Office of the Register of Deeds of Chowan County with respect to the lots and properties shown on the plat of "BRICKELL'S GLADE" (formerly Lot 24 of Edenton Bay, a Residential Subdivision) dated April 8, 1994 and of record in Plat Cabinet 1, Slide 120B in the Office of the Register of Deeds of Chowan County; see Corrected Supplemental Declaration Containing Covenants, Conditions and Restrictions for Hardy's Hill in Edenton Bay Plantation and Exhibit A thereto of record in Book 211, Page 790 of the Office of the Register of Deeds of Chowan County as to those lots and properties shown on the plat of "EDENTON BAY PLANTATION - HARDY'S HILL" dated July 26, 1994 and of record in Plat Cabinet 1, Slide 123C in the Office of the Register of Deeds of Chowan County; and see deeds from Edenton Bay Company of record in the Office of the Chowan County Register of Deeds as to those lots and properties heretofore conveyed by Declarant based on such subdivision plats and expressly subject to the Declaration and, to extent applicable, the Supplemental Declaration for Brickell's Glade or the Corrected Supplemental Declaration for Hardy's Hill); and

WHEREAS, as of this date the Town has not called upon Declarant to discharge or otherwise fulfill its obligation to relocate and replace the private easement, access and right of way to the subdivision as shown on the recorded plats of the subdivision and Declarant's plans with respect to the future design and development of additional phases from the adjacent and surrounding properties as part of the Edenton Bay "Community" have not been finally

determined; and

WHEREAS, as of this date the Owners as defined in Section 1.1.16. of Article 1 of the Declaration continue to use and enjoy the private easement, access and right of way to the subdivision as shown on the recorded plats thereof and Declarant is willing for the Owners to continue their use and enjoyment of said private easement, access and right of way on an indefinite basis so long as the Town does not call upon Declarant to discharge or otherwise fulfill its obligation to relocate and replace same and so long as it is in the best interest of Declarant, its successors or assigns, with respect to the future development of additional phases from the surrounding and adjacent properties as part of the Edenton Bay "Community," but Section 3.10 of Article 3 of the Declaration as now written requires that Declarant exercise its right to relocate and replace the private access road or easement before the date of "Turnover," and

WHEREAS, "Turnover" as defined and explained in Section 2.4 of Article 2 of the Declaration will occur within one hundred eighty (180) days after Declarant no longer holds title to 10% of the Lots and unbuilt dwelling units on Multiple Family Tracts within the subdivision and Edenton Bay "Community;" and

WHEREAS, "Turnover" is dependent, in part, on whether Declarant, its successors or assigns, add additional phases from the surrounding and adjacent properties as part of the Edenton Bay "Community," but Declarant desires to amend and modify the Declaration of Covenants to clarify and expressly allow Declarant, its successors and assigns, additional time within which to exercise the right to relocate and replace the private access road and easement as shown on the subdivision plats now of record thus permitting the Owners to continue indefinitely their use and enjoyment of the existing private road and easement as shown on the subdivision plats while at the same time preserving (1) the right of Declarant, its successors or assigns, to relocate and replace said private road and easement in order to fulfill Declarant's obligation to the Town if called upon to do so at any time in the future; and (2) the right of Declarant, its successors or assigns, to relocate and replace said private road and easement in order accommodate the future development of additional phases from surrounding and adjacent properties as part of the Edenton Bay "Community;" and

WHEREAS, Section 9.9 of Article 9 of the Declaration expressly empowers and

authorizes Declarant, its successors or assigns, to modify or amend the Declaration at any time prior to Turnover (as defined and explained in Section 2.4 of Article 2 of the Declaration) without prior notice to, and without the consent of, any person or entity for any purpose whatsoever and further provides that such amendment or modification shall extend to and be applicable to the lots and properties subject to the Declaration that were sold prior to or subsequent to such amendment or modification; and

WHEREAS, pursuant to Section 9.9 of Article 9 of the Declaration and prior to "Turnover" as defined and explained in the Declaration, Declarant now desires to amend and modify the Declaration for the express purpose of extending the date by which Declarant's unilateral right to relocate and replace the private access road and easement to the subdivision as shown on the plats of record for EDENTON BAY, a Residential Subdivision (Plat Cabinet 1, Slides 108A, B and C), BRICKELL'S GLADE (formerly Lot 24 of Edenton Bay, a Residential Subdivision) (Plat Cabinet 1, Slide 120E), and EDENTON BAY PLANTATION - HARDY'S HILL (Plat Cabinet 1, Slide 123C) may be exercised;

NOW THEREFORE, Declarant does hereby designate, declare, make know, and publish the following Amendment to Article 3 ("Property Rights In The Common Properties") by modifying and amending Section 3.2 ("Title To The Common Properties") and Section 3.10 ("Declarant's Right to Relocate Private Access Road") and the following Amendment to Article 9 ("General Provisions and Enforcement") by modifying and amending Section 9.9 ("Amendments") to read as follows:

Section 3.2. Title To The Common Properties. The Declarant may (but is not obligated to) retain the legal title to the Common Properties until it has sold 90% of the Lots and unbuilt dwelling units on Multiple Family Tracts subject to this Declaration and subsequent supplements thereto. Notwithstanding any other provision herein, however, upon conveying the title to 90% of the Lots and unbuilt dwelling units on Multiple Family Tracts subject to this Declaration, Declarant shall convey its title or easement in the Common Properties to the Association by Non-Warranty Deed, at no cost to the Association, free and clear of all liens and encumbrances except this Declaration and any supplements and amendments thereto. If, as

provided in Section 3.10 of Article 3 of this Declaration, Declarant has not exercised its right to relocate the PRIVATE access road or easement from Water Street (in the Town of Edenton) to the Community prior to Declarant's conveyance of its title or easement in the Common Properties to the Association then such conveyance shall expressly be subject to Declarant's right to relocate said PRIVATE access road or easement after Turnover. In such event, and upon subsequent exercise of Declarant's right to relocate the said PRIVATE access road or easement, the Association's and Owners' right, title and interest in the original access road, and their duties and responsibilities with respect to same as part of the Common Properties, shall automatically cease and terminate and Declarant shall convey title or easement in and to the new PRIVATE replacement access road to the Association by Non-Warranty Deed, at no cost to the Association, free and clear of all liens and encumbrances except this Declaration and any supplements and amendments thereto. The Association covenants that it will accept such conveyance or conveyances of the Common Properties on the terms provided in this Declaration, including any subsequent conveyance of a new PRIVATE access road.

Section 3.10. Declarant's Right to Relocate Private Access Road. Declarant shall have the right, but not the obligation, in its sole and absolute discretion, to relocate the PRIVATE access road or easement from Water Street (in the Town of Edenton) to the Community at any time. Such relocation shall not require the consent of any Owner or the Association. After any relocation of such access road by Declarant, all right, title and interest of Owners and the Association in the original access road shall automatically cease and terminate, and Owners and the Association shall be vested with a nonexclusive easement in and to the new PRIVATE replacement access road from that time forward. If Declarant so elects to relocate the access road, it shall file for record an appropriate instrument describing such new PRIVATE access road. Declarant shall also file for record a map or plat depicting such new PRIVATE access road.

Section 9.9. Amendments. The Declarant reserves the right to modify or amend this Declaration at any time without prior notice and without the consent of any person or entity

or the Association for any purpose whatsoever, provided any such amendment or modification may not materially alter the basic plan of development. Once the Declaration has been amended or modified, such amendment or modification shall extend to and be applicable to the Lots, Dwellings, Multiple Family Tracts and Properties that were sold prior to or subsequent to such amendment or modification. Any such amendment or modification of the Declaration by the Declarant shall not require the joinder of the Association or any Lender. Except as expressly provided in Section 3.10 of Article 3 of this Declaration with respect to Declarant's right to relocate the PRIVATE access road or easement, the Declarant, by itself, shall not have the right to modify or amend this Declaration after Turnover. The Board of Directors of the Association, after Turnover, as herein provided may modify or amend this Declaration provided any such amendment or modification may not materially alter the basic plan of development.

Notwithstanding anything contained in this Section to the contrary, any amendment or termination of this Declaration which shall materially and adversely affect the validity or priority of the lien of or the right of Institutional Lenders (as hereinafter defined) holding first mortgage loans on property located within the Properties shall be required to have the prior approval of such Institutional Lenders. "Institutional Lender" shall mean and refer to banks, savings and loan associations, insurance companies, other firms or entities customarily affording loans secured by first liens on residences and eligible insurers and governmental guarantors.

The foregoing Amendments are substituted in lieu of the original Sections identified and set forth in the Declaration as recorded in Book 199, Page 411 in the Office of the Register of Deeds of Chowan County with the same force and effect as if those Sections had been originally written in accordance with the foregoing Amendments.

IN WITNESS WHEREOF, Declarant, Edenton Bay Company, a North Carolina general partnership has caused this First Amendment To Declaration of Covenants, Conditions And Restrictions For Edenton Bay to be executed in the partnership name by its duly authorized general partners and has adopted as its seal the word "SEAL" appearing beside its name as of the

day and year first above written.

DECLARANT:

EDENTON BAY COMPANY, a North Carolina General Partnership (SEAL)

BY: J. Gilliam Wood (SEAL)
J. Gilliam Wood, General Partner

BY: CHOWAN STORAGE COMPANY, a North Carolina Corporation, General Partner

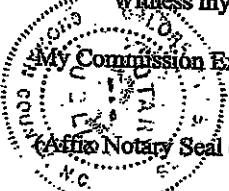
BY: John G. Wood, IV
John G. Wood, IV, President



STATE OF NORTH CAROLINA
COUNTY OF CHOWAN

I, a Notary Public, of the County of Chowan, and State aforesaid, certify that J. GILLIAM WOOD personally appeared before me this day and acknowledged that he is a General Partner of EDENTON BAY COMPANY, a North Carolina general partnership, and further acknowledged the due execution of the foregoing instrument on behalf of EDENTON BAY COMPANY, a North Carolina general partnership.

Witness my hand and official seal or stamp this 27 day of May, 1999.

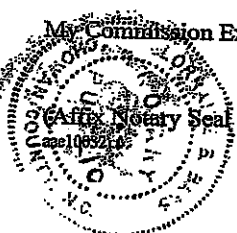


My Commission Expires: March 20, 2002 Spruance B. Bass
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF CHOWAN

I, a Notary Public, of the County of Chowan, and State aforesaid, certify that J. GILLIAM WOOD personally appeared before me this day and acknowledged that he is the Secretary of CHOWAN STORAGE COMPANY, a North Carolina corporation, General Partner of EDENTON BAY COMPANY, a North Carolina general partnership and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by John G. Wood, IV, as its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal or stamp this 27 day of May, 1999.



My Commission Expires: March 20, 2002 Spruance B. Bass
Notary Public

NORTH CAROLINA - CHOWAN COUNTY

THE FOREGOING CERTIFICATE OF LORRAINE B. PASS, NOTARY PUBLIC OF CHOWAN COUNTY, STATE OF NORTH CAROLINA IS CERTIFIED TO BE CORRECT.

THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION THIS 2ND DAY OF MAY, 1999 AT 8:10 O'CLOCK AM.

SUSAN S. ROUNTREE - REGISTER OF DEEDS

BY Betty O. Wenters
DEPUTY REGISTER OF DEEDS

RECORDED & VERIFIED:

PIN #:

- | | |
|----------------------|---------------------|
| 7804-04-93-3197 | 7804-04-82-5463 #14 |
| 7804-04-83-6961 #2 | 7804-04-82-6322 #15 |
| 7804-04-83-7759 #3 | 7804-04-82-9403 #16 |
| 7804-04-83-8606 #4 | 7804-04-82-9746 #17 |
| 7804-04-83-8513 #5 | 7804-04-92-0923 #18 |
| 7804-04-83-8431 #6 | 7804-04-93-1075 #19 |
| 7804-04-83-8229 #7 | 7804-04-93-0260 #20 |
| 7804-04-83-7187 #8 | 7804-04-93-0684 #21 |
| 7804-04-83-7077 #9 | 7804-04-93-1458 #22 |
| 7804-04-82-7963 #10 | 7804-04-93-2355 #23 |
| 7804-04-82-7840 #11 | 7804-04-92-1657 |
| 7804-04-82-7607 #12 | 7804-04-92-5835 #1 |
| 7804-04-82-6514 #13 | 7804-04-92-6737 #2 |
| 7804-04-84-6269 #1 | 7804-04-92-6663 #3 |
| 7804-04-84-6021 #1-1 | 7804-04-92-5535 #4 |
| 7804-04-84-5025 #1-2 | 7804-04-92-4516 #5 |
| 7804-04-84-4163 #1-3 | 7804-04-92-3607 #6 |
| 7804-04-84-4221 #1-4 | 7804-04-92-3860 #7 |
| 7804-04-84-3278 #1-5 | |
| 7804-04-84-3305 #1-6 | |

1

**BYLAWS OF
EDENTON BAY HOMEOWNERS ASSOCIATION, INC.**

A Non-Profit Corporation

ARTICLE I

NAME AND LOCATION

The name of the corporation is EDENTON BAY HOMEOWNERS ASSOCIATION, INC. The principal office of the corporation shall be located at 407 South Broad Street, Edenton, Chowan County, North Carolina 27932, but meetings of Members and Directors may be held at such places within the State of North Carolina as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The Definitions section contained in the Declaration of Covenants, Conditions and Restrictions for Edenton Bay shall apply with equal force and effect to these Bylaws.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. ANNUAL MEETINGS: The annual meeting of Members shall be held on the first Saturday in the month of November of each year at the hour of ten o'clock A.M. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

Section 2. SPECIAL MEETINGS: Special meetings of Members may be called at any time by the President or by two (2) Members of the Board of Directors or upon written request of Members who are entitled to vote fifty-one percent (51%) of all votes of the membership.

Section 3. NOTICE OF MEETINGS: Written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days, but not more than thirty (30) days, before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting and in the case of a special meeting, the purpose of the meeting.

Section 4. QUORUM: The presence at the meeting, in person or by proxy, of Members entitled to cast a majority of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the Members present who are entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. PROXIES: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by the Owner of the Owner's Lot or Dwelling Unit.

ARTICLE IV

BOARD OF DIRECTORS: TERM OF OFFICE; REMOVAL

Section 1. NUMBER: The affairs of the Association shall be managed by not less than three (3) or more than seven (7) directors, who shall be duly elected by the Members of the Association from among the Members. The initial Board shall consist of three (3) directors. Seven (7) directors shall be elected at the Turnover meeting.

Section 2. TERM OF OFFICE: Directors shall serve three (3) year terms and until their successors are duly appointed or elected, as the case may be. Notwithstanding the foregoing, however, the first Board of Directors shall be elected as follows: One shall be elected for a one (1) year term, one shall be elected for a two (2) year term, and the third shall be elected for a full three (3) year term.

Section 3. REMOVAL: Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be appointed by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

ARTICLE V

BOARD OF DIRECTORS; MEETINGS

Section 1. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held annually, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. QUORUM: A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

Section 4. ACTION WITHOUT MEETING: The Board shall have the right to take any action in the absence of a meeting which they could take at a duly held meeting by obtaining the written consent of all of the Directors to the action. Any action so approved shall be filed in the corporate books and records and shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI

BOARD OF DIRECTORS: POWERS AND DUTIES

Section 1. POWERS: The Board of Directors shall have the power to do the following:

(a) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws.

(b) Adopt and publish rules and regulations governing the use of the Common Properties and facilities including the personal conduct of the members and their guests thereon, and to establish penalties for infractions of such rules and regulations.

(c) Suspend any Member's voting rights and right to use of the recreational facilities located in the Common Properties during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations.

(d) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 2. DUTIES: The Board of Directors shall have the following duties:

(a) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

(b) As more fully provided in the Declaration, to

(1) Fix the amount of the annual assessment against each Lot or Dwelling Unit in advance of each annual assessment period;

(2) Send written notices of each assessment to every Owner subject thereto in advance of each assessment period; and

(3) Foreclose the lien against any Lot or Dwelling Unit for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.

(c) To issue, or cause an appropriate officer to issue on demand by any person a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment.

The Board may impose a reasonable charge for the issuance of such certificates.

(d) To procure and maintain liability and hazard insurance on all property owned by the Association.

(e) To cause all property owned by the Association to be maintained.

(f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS: The officers of the Association shall be a President and Vice President, both of whom shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

Section 3. TERM: The officers of the Association shall be elected annually by the Board. Each officer shall hold office for a term of one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES: A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. MULTIPLE OFFICES: No person shall simultaneously hold more than one of any of the offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES: The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds, and other instruments.

(b) Vice President: The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association and affix it to all papers so requiring; shall serve notice of meetings of the Board to Members; and shall keep appropriate current records showing the Members of the Association together with their addresses.

(d) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of the accounts; shall cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meeting of Members.

ARTICLE VIII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. All annual assessments shall be paid as designated by the Board of Directors. Any assessments not paid when due are considered delinquent. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the common properties or abandonment of his Lot or Dwelling Unit.

ARTICLE IX

FISCAL MANAGEMENT

Section 1. FISCAL YEAR: The fiscal year of the Corporation shall be from January 1 to December 31. The fiscal year shall be subject to change by the Board of Directors in its discretion.

Section 2. BOOKS AND ACCOUNTS: Books and accounts of the Corporation shall be the responsibility of the Treasurer and shall be kept under the direction of the Treasurer. All books and accounts of the Corporation shall be subject to an annual audit by an independent accountant according to generally accepted accounting principles. The books, records, and papers of the

Association shall be subject to inspection by any Member upon fifteen (15) days prior written notice. The Declaration, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

Section 3. EXECUTION OF CORPORATE DOCUMENTS: With the prior authorization of the Board of Directors, all instruments and documents shall be executed on behalf of the Corporation by either the President or the Vice President and attested to by the Secretary or Treasurer (in the case of any instrument to be recorded in the office of the Register of Deeds of Chowan County, only the Secretary is authorized to attest the signature of the President or the Vice President.

ARTICLE X

AMENDMENTS

These bylaws may be amended by a vote of fifty-one percent (51%) of the membership votes in the Corporation in good standing, present at any regular or special meeting called with due notice. A statement of any proposed amendments shall accompany the notice of any regular or special meeting at which such proposed amendment or amendments shall be voted on.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in a circular form having within its circumference the words: EDENTON BAY HOMEOWNERS ASSOCIATION, INC.

ARTICLE XII

ROBERT'S RULES OF ORDER

The rules contained in the most recent edition of Robert's Rules of Order shall govern this Corporation in all meetings and in all cases to which they are applicable, so long as such rules are not inconsistent with these Bylaws or any special rules of order established by the Board of Directors.

ARTICLE XIII

CONFLICTS

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in case of any conflict between the Declaration and these Bylaws, the Declaration shall control; in case of a conflict between the Articles and the Declaration, the Declaration shall control.

These Bylaws ratified by the membership on 03 May, 19 93.

Edward J. [Signature]
Secretary

EDENTON BAY PLANTATION

CODE
OF
ARCHITECTURAL AND LANDSCAPING
POLICIES AND PROCEDURES

The Architectural Control Committee
P.O. Box 1080
Edenton, NC 27932

revised 8-1-2007

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PREFACE

The development of a lot and the building of a house at Edenton Bay is an opportunity to become more deeply acquainted with the rich architectural heritage of the Carolinas, particularly Edenton, where individual houses and the town itself are a living exhibit of the fine buildings designed and constructed by the merchants, planters and lawyers of the eighteenth and nineteenth centuries.

Pioneered by Scottish merchant adventures, Edenton along with Charleston, New Bern and later, Wilmington, was one of the leading ports of the south engaged in prosperous trade with Europe and the West Indies. This maritime activity promoted not only lively commerce but the exchange of ideas and style which found expression in elegant and substantial buildings both public and private.

The character of architectural design at Edenton Bay should reflect the diversity of style evident in the historic buildings of the town of Edenton. As buildings within Edenton Bay are of individual merit and consistent with the Architectural Code, the maturing community should reflect the quality and distinction of the historic town. Property owners will find benefit and satisfaction in becoming familiar with the classic styles of the houses both in the town of Edenton and the plantation houses in surrounding Chowan County. Preceding the regulatory part of this Code, a brief description of the main historic styles is given along with reference to particular historic houses which can be observed locally. For those with awakening interest, a bibliography is provided regarding both the architecture of Edenton and the early life and history of the community.

The founders of Edenton Bay do not intend that the new community be a monument to the past. Rather, while maintaining continuity with the historic styles and the questing, active spirit of those times, it is the expectation that life and lifestyles at Edenton Bay will be an active expression of life at the turn of the twenty-first century. Focus will be on indoor-outdoor living and viewing, on active and reflective pursuits, and a lively though informal social life. With telecommunications, some will conduct business from their home. Materials and fixtures will also differ from early times. A brief outline of the way of life to be supported by the quality of house design is given later following the Code. To integrate historic design features with the present way of life, to explore successfully such an enterprise requires the professional experience of an architect. The Covenants and Code, therefore, have made this a requirement.

It is the intent of the Code of Architectural and Landscaping Policies and Procedures that its standards and criteria for building designs and plans shall be based on the balance between historic design and today's way of life.

ARCHITECTURAL STYLE

The community of Edenton Bay has the amenity of adjoining the town of Edenton. Now listed as a Historic District in the National Register of Historic Places, the nomination of the town to the Register states, "The small coastal town of Edenton combines architecture of exceptional quality and range with an idyllic atmosphere that comes from the survival not only of the fabric and scale but also much of the leisurely charm of the past." It is the vision of the Edenton Bay Architectural Committee that the buildings in the community maintain a relationship to this tradition through form, style and scale appropriate to the size of lots within the community and the town beyond. It is anticipated that the way people live at Edenton Bay will be a re-discovery of the quality and character of Edenton's eighteenth century life and that this will create a natural continuity with historic architectural styles.

Familiarity with the classic styles of earlier centuries in Edenton will be a valuable orientation for embarking on a building project at Edenton Bay.

1. Pre-Revolutionary Era - The Georgian Style (18th Century)

Some of the finest Georgian buildings in North Carolina are in Edenton, the 1767 Courthouse, St. Paul's Church and the Cupola House. The Georgian style was the prevailing mode in many eighteenth century English and Scottish country houses and also emerged in a new form in terraced houses in towns such as Bath. Inspired by the building forms of ancient Greece and Rome, the style is characterized by basic geometric forms, the square and the rectangle, simple roof forms, the hip and side-gable with occasional dormers, a strongly defined main entrance form in the center, sash windows, square trimmed doors and rich but lightly used ornamentation. In Georgian houses of the Carolinas, both town houses and larger plantation houses, the principle entrance was often part of a central pavilion featuring a double porch. In Edenton, in particular, this feature took a unique form--the double porches often spread across the entire front of the house. This distinctive feature referred to as the 'piazza' in the diary of James Iredell provided sheltered outdoor living space to enjoy prevailing breezes and social interchange.

The piazza addition to Georgian structures probably had its origin in the West Indies and was a feature brought by merchant planters visiting or residing in Edenton and the Albemarle area. A European visiting Edenton at the time remarked on the quality of the houses and the uniqueness of the porch/piazzas. Fine examples of houses with double porches from this era are the Barker House, Hayes Gatehouse, Greenfield and the Blair house. Both plantation houses and town houses used this feature. The double porches of the Edenton houses are an excellent example of architectural style adapting to the environment and a way of life.

2. The Age of Independence-Federal Style (Late 18th/Early 19th Centuries)

Edenton lawyers, merchants and planters were among the leaders of national independence and the newly emerging nation. Pride in nationhood was expressed in houses built around that time through the Federal Style. Greater freedom of form was incorporated into buildings, particularly the interiors.

As in the prominent towns of the east coast, Federal houses in Edenton were substantial. While the main building form was square or rectangular, the roof was often shallow, topped by a balustrade reducing the 'mass' of the house. Elegantly proportioned entrances were characteristic of Federal homes, often featuring a curved entrance porch over a door with elliptical fan light. Delicate interior mouldings around mantels ceilings and cornices reflect the interiors of the Scottish Adams brothers. Interior spaces were sometimes round or octagonal.

Federal buildings in Edenton/Chowan listed in the National Historic Register include Hayes Manor house, Mulberry Hill Plantation House and Beverly Hall. Each shows the restrained flat facade with distinctive delicate entrance. Hayes uniquely features a cupola and shutters typical of West Indies plantation houses.

3. Democratic Ideals - Greek Revival (Mid 19th Century)

Greek revival flourished in the USA in the 1830s and 1840s through the strong affinity of Americans with the ideals of early Greece, particularly, for the notion of democracy.

In Philadelphia, Benjamin Latrobe designed several notable buildings in this style featuring the form and ornament of early Greek temples--the rectangular form with shallow gable roof supported by embellished Greek columns, surrounded at the roof base by definitive mouldings. Rectangular transoms with sidelights frame the entrance doors. Also, characteristic of this style is a two story central form with one story attachments on either side. Either brick or wood, the buildings were often painted white, the perceived color of classical buildings.

In Edenton, the finest example of Greek Revival is Pembroke Hall with double piazza and double columns supported by a pediment. Throughout the south, beautiful buildings in this style still survive. Pembroke Hall is a beautiful example of Greek Revival style integrating the double porch distinctive to historic southern homes.

4. Stability and Consolidation - Queen Anne (Mid/Late 19th Century)

After the Civil War, Edenton continued to prosper as a center for lumber and farm goods. As the town grew and more people became wealthy, new houses were built in a variety of styles reflecting the individuality of Victorian 'taste'. The Queen

Anne style features a configuration of many forms, usually with an octagonal corner tower, bay windows, wide first floor porches and extensive ornamentation. Both the Gothic and Queen Anne styles feature exterior clad in wood and painted with the trim in contrasting colors, usually white.

5. Eclectic Synthesis (Mid 19th Century)

While distinctive styles have been generally described and identified within the Edenton historic district, there are numerous gracious, attractive buildings which feature aspects of several styles. A leading example of this is Wessington which combines aspects of the Federal style with double porches and wrought iron balconies typical of New Orleans and the deep south--one of the most handsome houses in Edenton.

Over the centuries, many Edenton houses were remodelled, added to and embellished, again producing an eclectic mix which is visually delightful.

Throughout the use of the various architectural styles described, scale and proportion serve to create a harmony with adjoining buildings and the surrounding landscape. Appropriate ornamentation maintains a consistency throughout the community. These are factors which will guide all involved in projects at Edenton Bay.

I. CONSTITUTION AND AUTHORITY

The Covenants, Conditions and Restrictions in Article Seven set forth that the Edenton Bay community preserve and establish the character of the land and buildings through the controls of a Code of Architectural and Landscaping Policies and Procedures known hereafter as the `Code' coordinated by an Architectural Control Committee.

The Code

The purpose of the Code is to define the character of the architectural order within the community and to specify aspects of design both of buildings and landscaping. The intent of the Code is to communicate the ambience and values of the community and to detail particulars in a positive way so that owners, their architects and agents know how to proceed on a construction project. The design and building of a home in Edenton Bay is to be a satisfying and fulfilling experience.

The Committee

The Architectural Control Committee shall be established by the Board of Directors on the inauguration of the community. As stated in Article 7.2.2., the Committee shall be composed of at least three persons, including a Chair, who need not be members of the Association. The names and addresses of the Committee will be maintained at the offices of the Association along with the Directory of Board Members and Property Owners. The function of the Committee is:

- a. to receive complete design documents for review and approval,
- b. to issue a Permit to Build,
- c. to inspect the project during construction for compliance with the Code and the approved plans, and,
- d. to issue a Certificate of Occupancy upon completion and final inspection.

The Community, at the offices of the Association, shall maintain records of each project submitted and an `As-built' master plat showing the location of each house and related structures. From time to time, the Committee may modify or expand the Code and will communicate such to members of the Association.

The Committee at its discretion may appoint a Coordinator to act on its behalf and to carry out administrative and inspecting duties.

Authority

Any proposed work to either land or buildings within the Community must first be presented to and approved by the Committee. The Committee has the absolute and exclusive right to refuse to approve plans and specifications which are not suitable or desirable based on the Architectural Code. In the event that a project is begun without approval of the Committee or changes are made during construction without the prior approval of the Committee, the Committee has the right to stop construction.

Enforcement

Where there is a dispute between the Committee and an owner which cannot be resolved, then the Committee with the Board shall have recourse to all remedies, including arbitration.

II. SUBMISSION OF PLANS AND APPROVALS

Before the start of any construction, an owner must receive approval to proceed with construction through submission of a site plan and architectural plans to the Architectural Control Committee as required by Article VII.3 of the Declaration of Covenants. Each property owner is initially and ultimately responsible for seeing that plans for a building project are submitted to and approved by the Committee and that house and site improvements are carried out as approved according to the plans. Only when a Permit to Build is issued by the Committee may construction begin. When the completed house has been inspected and found to be in compliance, a Certificate of Occupancy will be issued. An outline follows setting forth stages in the plan submission process, the documents required and the fee structure.

Stages

A. Initial Review of Concept

As early as possible, it is of benefit to an owner and architect to meet a member of the Committee to present and discuss the initial building concept and early site plan. Documents at this stage need be adequate only to communicate the general style and plan and may be at 1/8" scale. This step avoids later delays and the expense of revisions to surveys and construction documents.

B. Preliminary Site Plan and Building Plan Review

When a site plan and preliminary floor plans and elevations are ready, but before final construction drawings, the project should be presented to the Committee for preliminary approval of the building plan and an on site evaluation of the site plan. To accomplish this, the lot should have been surveyed and have its lot corners clearly marked. The location of the house and other elements may be rough staked. The building plans should show four elevations, roof configurations, pitches and materials, exterior siding and trim materials, window type and size.

The Committee will issue an informal letter of conditional approval with any necessary comments regarding the site plan and building plans.

C. Application for a Permit to Build

Based on preliminary, conditional approval, the detailed construction plans and schedules should be prepared and presented.

1. **Site Plan** - The site plan should be on a survey by a registered surveyor at a scale of 1" = 30'. The plan should indicate proposed clearing and grading, septic tank and drainage field areas, foot print of main house and all adjoining structures, attached or detached, driveway, parking areas, boardwalks, piers and docks.
2. **Architectural Plans and Schedules** - These should be drawn by or under the supervision of a registered architect at a scale of 1/4" = 1'. Plans should show:
 - a **Foundation** - Lay out of foundation and related structures, including decks and patios.
 - b **Floor Plans** - These should be for all levels and indicate overall and general dimensions of the building and location of all windows and doors.
 - c **Elevations** - All four elevations showing all windows and doors, exterior siding, all fascias, trims and details.
 - d **Roof Plan** - Plan of roof, showing pitch of roof slopes.
 - e **Schedules** -
 - (1) **Window and Door Schedules** stating dimensions, type and manufacturer.
 - (2) **Exterior Materials** stating siding type, material and color. Roof material, type and color.
 - (3) **Exterior Finishes** stating any coatings for siding or mouldings, fascia and soffit.
 - (4) **Lighting Plan** - All exterior lighting must be located on building and/or site plan.
 - (5) **Lighting Schedule** - All exterior lighting must be specified as to type, size, style and manufacturer.
 - (6) **Summary of Areas** - Enclosed heated area of each floor. Total enclosed heated area.

Enclosed unheated areas for garage and storage.

Outdoor areas--decks and patios.

Auxiliary structure--pools, gazebo, etc.

3. **Landscaping Plan** - Such a plan for post-construction landscaping indicating design and species of plant materials may be submitted later.

Fee Structure

New Project, including site plan and building plans	\$500.00
Addition to Structure or Remodelling	\$250.00
Decks, Patios, etc.	\$100.00

4. **Submission of Plans** - Five complete sets of necessary documents should be submitted to:

The Chairman
Architectural Control Committee
Edenton Bay
407 South Broad Street
Edenton, NC 27932

The documents should show clearly the name of the property owner and the architect for the project. For effective communication, a letter from the owner or architect should accompany the plans, setting forth the owners name, address and telephone number and that of the architect. The fee for the approval process should also be included. So that the Committee can inspect on-site the plan for the lot, the driveway entrance area should be staked and tagged, the septic and drainage field should be tagged. All proposed buildings should be staked and strung out. This must be done prior to the Committee inspecting the property.

Upon receipt of full documentation meeting the requirements, the Committee will make a written response to the applicant within thirty (30) days. When the site plan and the building plans and design have been determined by the Committee to comply with the Code, a Permit to Build will be issued.

D. The Construction Process

At various stages during construction, a representative of the Committee will inspect the project to ensure that all aspects are proceeding as approved.

E. Completion of the Project

When the building and all site work is completed, a representative of the Committee will make a final review and inspection to determine compliance with the plan as approved. Upon a satisfactory outcome, a Certificate of Compliance will be issued to the property owner.

III. SITING AND SITE MODIFICATION REQUIREMENTS

In designing the site plan and subsequent clearing plan, property owners and their agents are asked to observe the principles governing the development, namely:

- a. Preservation of existing trees, bushes and other vegetation.
- b. Maintenance of privacy among adjoining properties.

Concerns and considerations for owners:

- a. Maximizing views, breezes and solar orientation.
- b. Environmental laws require that the house and all impervious surfaces must not cover more than 30% of the lot area. Where a lot is 40,000 sq. ft., then the permitted area is just over 12,000.

A. Components to be Accommodated on the Site

House and related buildings.
Driveway, parking, courtyard.
Septic tank and drainage field.

B. Set Backs

These shall be consistent with the zoning ordinance of the town of Edenton except where stipulated.

1. **Waterfront lots** - Single family detached houses must be a minimum of 70' from the bulkhead and 100' from the street.
2. **Interior lots** - Single family detached houses must be 50' from any street or rear property line.
3. **Side set backs** - Houses must be 20' from each side line.

C. Driveways

So as not to exceed the permitted impervious surface, driveways should be clay and gravel up to the immediate approach to the house. Parking courtyards and reversing areas may be concrete with a gravel or oyster shell surface, set with gravel. Curved driveways are encouraged to maximize privacy and sustain the natural appearance of the community.

Each house must have parking for at least two cars. A parking area beside the house screened by shrubs adds maneuverability for vehicles. A driveway entrance from the road should not exceed 14' in width.

D. Courtyards, Patios and Gaming Areas

These areas may be concrete, stamped concrete, brick or wood.

E. Clearing

Clearing is permitted only where house, outbuildings and gardens driveway and septic area are to be placed. Otherwise, all healthy trees with diameters of more than 6" and 4' above the ground must be maintained.

F. Septic Tank and Drainage Field

The wastewater system should be placed in an area adjoining the house where there will be minimum disturbance of trees and bushes. When the system has been installed, the area should be replanted with shallow rooted vegetation--grass, flowers, etc. and incorporated into the overall landscaping plan.

G. Landscaping

Within 50' from the street and along the 20' set back lines, lots should be maintained in a natural manner in order to sustain a park-like atmosphere throughout the community. Formal gardens are permitted around the house and courtyards.

H. Clearing and Restoration Plan

A plan showing areas to be cleared and shrubbery to be moved must be submitted with preliminary plans and site plan. A restoration plan showing stabilization of the lot and installation of landscaping appropriate to the surroundings must also be submitted. The latter plan may be completed seasonally after completion of the house.

I. Committee Rights

The Committee has the absolute right to select and modify the siting of every house so that each owner will have maximum benefits of view and privacy.

IV. BASIC DESIGN POLICIES

Buildings

A. Residences

1. **Style** - Diversity of style is encouraged. Where a house design is clearly in continuity with the classic styles of historic Edenton, with Georgian, Federal and Greek Revival characteristics, it will be permitted. Gothic Revival and Italianate styles are not permitted. Where a house design departs from the continuity of classic historic design, it will be considered by the Committee purely on its own evident merit and compatibility with existing houses within the community. In cases of radical departure from continuity of historic design, the Committee has the absolute right to disapprove such plans.
2. **Minimum Building Area** - Single family detached, 2,400 square feet. Single family attached, 1,600 square feet.
3. **Maximum Building Width** - Buildings may not be more than 80' wide at the first level, including porches and sun rooms or 60' wide at the second level. The main roof ridge should not be more than 60'.
4. **Maximum Height** - As set by the Building Code of the town of Edenton [Chowan County].
5. **Roof** - A variety of roof slopes and pitches is permitted so long as the pitch and form of the roof has valid historical antecedents. The Georgian, Federal and Greek Revival style have shallow roof slopes often with accompanying overhangs and balustrade. Intersecting shed roof with clerestories as an overall roof shape is not permitted. Overhangs up to 30" are permitted, a minimum overhang of 15" is required. Roof mounted vents for attic ventilation and/or exhaust fan shall be low profile and aligned when on surfaces where more than one is required.
6. **Windows** - a) The majority of windows shall be operable and have clear insulating glass. b) The standard for proportion and appearance shall be a vertical rectangle minimum 28" x 54". All windows less than 28" wide and/or less than 54" vertically, all sliding and gliding type windows shall be reviewed by the Committee on a unit by unit basis based on proportion. Glass

block is prohibited. Double hung windows must clearly maintain continuity with historic styles. However, where the scale, proportion and configuration of other types of windows, such as casement or awning, are appropriate then the Committee has the right to approve them.

7. **Windows Materials** - May be wood, vinyl or anodized aluminum. **Groupings** - Bay or Bow windows, assemblies in dormers and gables, transom and clerestory groupings are permitted. Massing of windows intended as decorative elements and combinations according to a system of design may be approved at the discretion of the Committee.

Skylights and Roof Windows - Rectangular or square, flat skylights and roof windows installed on sloped roof surfaces are permitted.

8. **Doors** - Doors may be wood, fibre glass, vinyl or steel. Minimum width for entrance door 3'. Sliding or gliding doors in the style of French doors are recommended, however, all glass sliding patio doors are permitted. Primary entrance doors may be natural wood finish or painted white, black, dark green or dark red. Any other color must be approved by the Committee.
9. **Chimneys** - Chimney runs as required by the Building Code shall be framed and clad in materials that match or blend with the siding of a building. Exposed chimney pipe below manufactured chimney caps shall be the minimum recommended by the manufacturer. Decorative custom chimney caps are encouraged but must be approved by the Committee.

10. **Exterior Materials**

Foundation - Walls of the crawl space or basement shall be brick or block clad with brick or screened with wooden lattice which shall be painted white.

Siding - May be brick, horizontal wooden clapboard, cedar shingles with no more than 6" exposure or high quality vinyl in historic siding board configurations, such as Wolverine. Combinations may be approved at the discretion of the Committee.

Not permitted, cement/stucco siding, diagonal wood clapboard.

Casings - Casings around windows and doors are required. Mouldings in historic mode are encouraged. Window and door casings must be a minimum of 2 x 6 above and 2 x 4 on sides.

Mouldings and Historic Detailing - Courses of moulding whether crown moulding or fascia along the roof eaves or as horizontal bands defining floor levels are permitted. These along with other historic detail features such as columns, transoms above entrances are encouraged providing they are consistent with the particular historic style of the house. Materials may be wood or accurately reproduced vinyl.

Roof Materials - Asphalt or fiberglass composition shingles--Color should be Weathered Wood Grey or brown blend approved by the Committee, Slate, cedar shingles, built up metal roofing will be considered by Committee on an individual basis. Tile roofing is not permitted. Additions and remodellings shall install roofing to appear as homogeneous surfaces.

11. Finishes of Exterior Material

Siding - May be painted or stained or vinyl. Color white is permitted. Gray, cream or beige is recommended. In any case, all proposed coating colors for siding must be approved by the Committee.

Casings and Mouldings - White is permitted. All other colors should be submitted to and approved by the Committee along with siding color.

Window and Door Frames including Mullions - Window and door frames and mullions shall all match and be consistent throughout the house. Windows frames must be white or painted as approved by the Committee. Terratone window frames are not permitted.

Roof Trim Elements - Rafter tails, fly rafters, barge boards, gable fascia trim, eave boards, soffit board overhang brackets, gable "decorations". All elements shall match finish color of siding or may be white. Elements may be painted other colors with the approval of the Committee.

B. Auxiliary Structures and Buildings

- 1. Decks** - Generally are permitted and encouraged.

Attached Decks - The dimension, material and design of decks attached to the main structure must be presented and approved as part of the initial house design.

Free Standing Decks - Decks, piers and platforms over the water may be as permitted by CAMA and the Corps of Engineers. Piers and walkways may be 6' wide, they may extend up to 200' from the bulkhead and may have a 16' x 16' deck at the end with boat docking facilities. Boat lifts are permitted and may be roofed.

2. **Gazebos** - These are permitted on individual properties. Site plan and design must be approved by the Committee.
3. **Conservatory/Pool Houses/Sun Room** - Such buildings are permitted. They may be attached to the main house or free standing. Criteria for approval by the Committee include harmony of structures with design and materials of main house. Windows, doors, roof windows must be in a consistent configuration.
4. **Swimming Pools** - These are permitted within the set back lines. The plan and site plan must be approved by the Committee. An in-ground swimming pool should be buffered from adjoining properties by appropriate landscaping. An above ground pool should have a fence around the deck area as well as buffer landscaping around the base.
5. **Tennis Courts** - These are permitted within the set back lines. The Committee has the right to approve the location based on relationship to and impact on adjoining properties.
6. **Garages and Storage Buildings** - Auxiliary buildings must comply with the standard set backs for side, front and back. Garage doors should be of materials and finish color consistent with the rest of the property. Garages may be attached or detached.

Where a garage is detached, a covered or enclosed walkway to the house, particularly forming part of an enclosed courtyard, is permitted. Storage buildings as well as garages should be consistent with materials and style as the main house.

C. Signs, Mailboxes, Garbage Receptacles, etc.

1. **Signs** - A sign indicating the name of the owner or of the house may be incorporated above the mail box structure. The number of

the street address may be attached to the side of same. Free standing signs are not permitted.

2. **Mailboxes and Newspaper Holders** - A structure integrating both mail box and newspaper holder has been designed for the community. A name sign and street number are also incorporated. Upon completion of construction, each owner will receive a mail box structure. Alternative boxes are not permitted.
3. **Garbage Receptacles** - Private garbage collection will be undertaken by the Homeowners Association. Collection will be from a receptacle adjoining the parking area close to the house. Provision of a garbage receptacle area should be made in the site plan. Garbage containers should be standard municipal vinyl and stand on a wooden base.
4. **Driveway Entrances** - Brick or wooden pillars, posts or columns at the entrance to driveways are not permitted. Only one lamp post no more than 6' tall and the standard mail box structure are permitted at the entrance to driveways.

Lighting

- A. **Exterior Lighting** - Lighting around house auxiliary structures, driveways and entrances should, on the one hand, enhance and illuminate areas as needed for each resident and, on the other hand, have minimum impact on adjoining properties or the community at large. Electronically controlled lighting, there when needed, otherwise out, is encouraged as both friendly and conservative of energy. Ground level 'up light' is preferred against higher 'down lighting'.
1. **Lighting of the Exterior of House and Other Buildings** - Lighting is permitted around doorways and building entrances. Floodlights and spotlights attached to eaves and overhangs of buildings are not permitted. Free standing lights illuminating parking, patio and courtyard areas are permitted providing that they comply with type and direction as indicted in IV.A.3.
2. **Lighting at Driveway and Entrance from Street** - Ground level uplighting to illuminate 'sign box' and entrance is permitted. A single post lantern no higher than 6', either gas or electric is permitted; however, the style must be presented to and approved by the Committee--as part of the lighting schedule. Driveway lighting is permitted providing the light posts are no more than 24"

high and 15' apart. The style must be submitted as part of the lighting schedule. Again, electronically sensed lighting at entrance and along driveway is appropriate and preferred.

3. Exterior Lighting Specifications

Incandescent Lights - The standard type of light for exterior lighting shall be incandescent (including all filament type lamps, e.g., tungsten-halogen). Directional lamps with built-in reflectors shall be clear or white. Lamps (light bulbs) for non-directional fixtures shall be white, inside frosted, not exceeding 60 watts.

Directional Lights - The concentrated brightness of the filaments of adjustable directional lights (spot lights, floor lights) should not be able to be seen from adjacent properties. Practically, if these lamps and fixtures are used, they shall be aimed so that the filaments are shielded from the view of windows and decks on adjacent properties.

Non-directional Lights - Non-directional light fixtures used for general lighting should have enclosures that conceal the shape of the lamp (light bulb). Enclosures should be translucent, not transparent. Ideally, positioning of exterior light fixtures to conceal the source of the light is preferable.

Dimmers - The use of dimmers on exterior lighting circuits, especially on screened porches, is recommended. Not permitted: Mercury, metal halide, or sodium lamps in any fixture. Directional lighting, whether spot lamps, floor lamps, or equivalent light fixtures that is aimed to light beyond the Sound. Electric lighting on sound access boardwalks or decks must be covered so as not to affect neighboring properties.

4. Exterior Lighting Plan and Schedule - An exterior lighting PLAN showing location of all lighting on and around the house and buildings and throughout the property must be presented with other architectural plans. A SCHEDULE indicating type, size, style and manufacturer of all exterior lighting should be included with the submitted plans and survey. At its discretion, the Committee may agree to accept the lighting plan at a later stage in the construction of the house and designing of the landscaping plan.

V. CONTRACTOR REQUIREMENTS

EDENTON BAY, Chowan County, North Carolina

The following requirements shall apply to all builders involved in construction at Edenton Bay, their employees and their subcontractors, and to any person who visits a job site in the Association:

General

- a. All activity by the builder shall be restricted to the lot on which he is building. No vehicles shall cross at any time.
- b. Delivery and storage of materials shall be confined to the building lot only.
- c. Existing vegetation shall not be disturbed except as approved where necessary to construct the house, driveway and septic field.
- d. A sign, of maximum area four square feet, indicating lot number, property owner, and general contractor should be put up for the Building Inspector and supply companies.

Before Beginning Construction

- a. Building contractors shall locate a temporary driveway in the same location as the future permanent driveway to ensure that ingress and egress are within the building lot only. There shall be no traffic, vehicular or pedestrian, on adjacent lots.
- b. Building contractors shall arrange for a suitable container for scrap building materials and trash to be placed on the lot in an approved or existing clearing without damage to existing plant materials designated to remain.

During Construction

- a. Building contractors and site contractors shall be responsible for the condition of adjoining roads and roadsides.
- b. Builder shall be responsible for regular clean up of garbage, trash, boards, paper, cans, cartons, etc. Scrap and trash too large to be put in the container shall be removed from the site on a weekly basis.

APPENDIX A
LANDSCAPING

The temperate climate of Edenton permits and encourages landscaping possibilities and varied opportunities. The overall appearance of the community should be that of a park with some natural and some landscaped areas reflecting the sense of space, preserved nature and balanced order characteristic of great plantations and estates. Landscaping throughout Edenton Bay, whether part of the common public areas or private areas, should reflect several approaches:

1. Natural

Areas with trees should remain in an undisturbed, natural state although with some pruning and nurturing of trees.

2. Enhanced

Where open spaces occur, landscaping will be installed to look as natural and timeless as possible. Such landscaping will frame views and vistas particularly towards the water.

3. Formal

Closer to buildings, landscaping may become more formal and ornamental according to the interests of individual owners. It is anticipated that gardening and landscaping will be an active pursuit of many owners resulting in varieties of garden—herbaceous, borders, shrubberies, flower, vegetable and herbs.

Such an approach is intended to create pride in private property which is a part of a greater whole.

The landscaping policies at Edenton Bay are intended to encourage pride in distinctive private property as part of a greater whole.

APPENDIX B
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APPENDIX C
"CAMA"

SECTION .1200 - GENERAL PERMIT FOR CONSTRUCTION OF PIERS, DOCKS, AND BOAT HOUSES IN ESTUARINE AND PUBLIC TRUST WATERS AND OCEAN HAZARD AREAS

15A NCAC 07H .1201 PURPOSE

A permit under this Section shall allow the construction of new piers, docks, and boat houses in the estuarine and public trust waters AECs and construction of new piers and docks within coastal wetlands AECs according to the authority provided in Subchapter 07J .1100 and according to the Rules in this Section. This permit shall not apply to oceanfront shorelines or to waters and shorelines adjacent to the Ocean Hazard AEC with the exception of those shorelines that feature characteristics of the Estuarine Shoreline AEC. Such features include the presence of wetland vegetation, lower wave energy, and lower erosion rates than the adjacent Ocean Erodible Area.

History Note: Authority G.S. 113A-107(a); 113A-107(b); 113A-113(b); 113A-118.1; 113A-124;
Eff. March 1, 1984;
Amended Eff. April 1, 2003.

15A NCAC 07H .1202 APPROVAL PROCEDURES

(a) The applicant must contact the Division of Coastal Management and complete an application form requesting approval for development. The applicant shall provide information on site location, dimensions of the project area, and his name and address.

(b) The applicant must provide:

- (1) confirmation that a written statement has been obtained signed by the adjacent riparian property owners indicating that they have no objections to the proposed work; or
- (2) confirmation that the adjacent riparian property owners have been notified by certified mail of the proposed work. Such notice shall instruct adjacent property owners to provide any comments on the proposed development in writing for consideration by permitting officials to the Division of Coastal Management within 10 days of receipt of the notice, and, indicate that no response will be interpreted as no objection. DCM staff shall review all comments and determine, based on their relevance to the potential impacts of the proposed project, if the proposed project can be approved by a General Permit. If DCM staff finds that the comments are worthy of more in-depth review, the applicant shall be notified that he must submit an application for a major development permit.

(c) Approval of individual projects shall be acknowledged in writing by the Division of Coastal Management and the applicant shall be provided a copy of this Section.

(d) Construction must be completed within 90 days of the approval of the permit or the permit expires.

(e) Any modification or addition to the approved project shall require prior approval from the Division of Coastal Management.

History Note: Authority G.S. 113A-107(a); 113A-107(b); 113A-113(b); 113A-118.1; 113A-124;
Eff. March 1, 1984;
Amended Eff. August 1, 1998; January 1, 1990.

15A NCAC 07H .1203 PERMIT FEE

The applicant must pay a permit fee of one hundred dollars (\$100.00) by check or money order payable to the Department.

History Note: Authority G.S. 113A-107; 113A-113(b); 113A-118.1; 113A-119; 113-119.1; 113A-124;
Eff. March 1, 1984;
Amended Eff. August 1, 2000; March 1, 1991.

15A NCAC 07H .1204 GENERAL CONDITIONS

(a) Piers authorized by this general permit shall be for the exclusive use of the land owner, or occupant and shall not provide either leased or rented docking space or any other commercial services. Piers designed to provide docking space for more than two boats shall, because of their greater potential for adverse impacts, be reviewed through the major permitting process and, therefore, are not authorized by this general permit.

- (b) Individuals shall allow authorized representatives of the Department of Environment and Natural Resources to make periodic inspections at any time deemed necessary in order to be sure that the activity being performed under the authority of this general permit is in accordance with the terms and conditions prescribed herein.
- (c) There shall be no unreasonable interference with navigation or use of the waters by the public by the existence of piers, docks and boat houses.
- (d) This permit will not be applicable to proposed construction where the Department believes that the proposed activity might unnecessarily endanger adjoining properties; significantly affect historic, cultural, scenic, conservation or recreation values, identified in G.S. 113A-102 and G.S. 113A-113(b)(4), nor that might significantly affect the quality of the human environment.
- (e) This permit does not eliminate the need to obtain any other required state, local, or federal authorization.
- (f) Development carried out under this permit must be consistent with all local requirements, AEC Guidelines, and local land use plans current at the time of authorization.

History Note: Authority G.S. 113A-107(a); 113A-107(b); 113A-113(b); 113A-118.1; 113A-124; Eff. March 1, 1984; Amended Eff. May 1, 1990; RRC Objection due to ambiguity Eff. May 19, 1994; Amended Eff. August 1, 1998; July 1, 1994.

15A NCAC 07H .1205 SPECIFIC CONDITIONS

- (a) Piers, docks, and boat houses may extend or be located up to a maximum of 400 feet waterward from the normal high water line or the normal water level, whichever is applicable.
- (b) Piers, docks, and boat houses shall not extend beyond the established pier length along the same shoreline for similar use. This restriction shall not apply to piers 100 feet or less in length unless necessary to avoid unreasonable interference with navigation or other uses of the waters by the public such as blocking established navigation routes or interfering with access to adjoining properties. The length of piers shall be measured from the waterward edge of any wetlands that border the water body.
- (c) Piers longer than 200 feet shall be permitted only if the proposed length gives access to deeper water at a rate of at least one foot at each 100 foot increment of pier length longer than 200 feet, or if the additional length is necessary to span some obstruction to navigation. Measurements to determine pier lengths shall be made from the waterward edge of any coastal wetland vegetation, which borders the water body.
- (d) Piers and docks shall be no wider than six feet and shall be elevated at least three feet above any coastal wetland substrate as measured from the bottom of the decking.
- (e) Any portion of a pier (either fixed or floating) extending from the main structure and six feet or less in width shall be considered either a "T" or a finger pier.
- (f) Except in the case of boat houses, any portion of a structure (either fixed or floating) greater than six feet wide shall be considered a platform or deck.
- (g) "T"s, finger piers, platforms, and decks of piers on lots with shorelines 100 feet or greater in length shall not exceed a combined total area of 400 square feet. The combined total area for lots less than 100 feet shall not exceed four square feet per linear foot of shoreline.
- (h) Platforms and decks shall have no more than six feet of any dimension extending over coastal wetlands.
- (i) The width requirements established in Paragraphs (d), (e), (f), (g) and (h) of this Rule shall not apply to pier structures in existence on or before July 1, 2001 when structural modifications are needed to prevent or minimize storm damage. In these cases, pilings and cross bracing may be used to provide structural support as long as they do not extend more than of two feet on either side of the principal structure. These modifications may not be used to expand the floor decking of platforms and piers.
- (j) Boathouses shall not exceed 400 square feet and shall have sides extending no further than one-half the height of the walls as measured in a downward direction from the top wall plate or header and only covering the top half of the walls. Measurements of square footage shall be taken of the greatest exterior dimensions. Boathouses shall not be allowed on lots with less than 75 linear feet of shoreline.
- (k) The area enclosed by a boat lift shall not exceed 400 square feet.
- (l) Piers, docks, decks, platforms and boat houses shall be single story. They may be roofed but shall not be designed to allow second story use.

(m) Pier alignments along federally maintained channels must also meet Corps of Engineers regulations for pier construction pursuant to Section 10 of the Rivers and Harbors Act.

(n) Piers, docks, and boat houses shall in no case extend more than 1/4 the width of a natural water body, human-made canal or basin. Measurements to determine widths of the water body, human-made canals or basins shall be made from the waterward edge of any coastal wetland vegetation which borders the water body. The 1/4 length limitation shall not apply when the proposed pier is located between longer piers within 200 feet of the applicant's property. However, the proposed

pier shall not be longer than the pier head line established by the adjacent piers, nor, longer than 1/3 the width of the water body.

(o) Piers, docks and boat houses shall not interfere with the access to any riparian property, and shall have a minimum setback of 15 feet between any part of the pier and the adjacent property lines extended into the water at the points that they intersect the shoreline. The minimum setbacks provided in the rule may be waived by the written agreement of the adjacent riparian owner(s), or when two adjoining riparian owners are co-applicants. Should the adjacent property be sold before construction of the pier commences, the applicant shall obtain a written agreement with the new owner waiving the minimum setback and submit it to the Division of Coastal Management prior to initiating any development of the pier, dock, or boat house. The line of division of areas of riparian access shall be established by drawing a line along the channel or deep water in front of the property, then drawing a line perpendicular to the line of the channel so that it intersects with the shore at the point the upland property line meets the water's edge. Application of this Rule may be aided by reference to the approved diagram in Paragraph (r) of this Rule illustrating the rule as applied to various shoreline configurations.

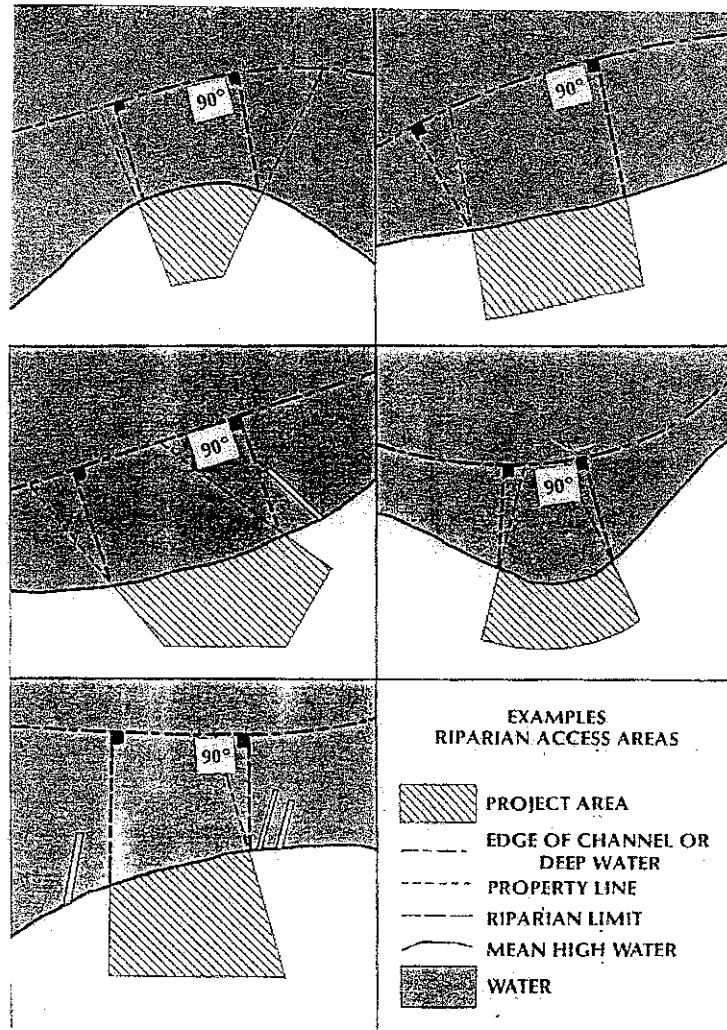
Copies of the diagram may be obtained

from the Division of Coastal Management. When shoreline configuration is such that a perpendicular alignment cannot be achieved, the pier shall be aligned to meet the intent of this Rule to the maximum extent practicable.

(p) Piers, and mooring facilities shall be designed to provide docking space for no more than two boats.

(q) Applicants for authorization to construct a dock or pier shall provide notice of the permit application to the owner of any part of a shellfish franchise or lease over which the proposed dock or pier would extend. The applicant shall allow the lease holder the opportunity to mark a navigation route from the pier to the edge of the lease.

(r) The diagram shown below illustrates the various shoreline configurations:



*History Note: Authority G.S. 113A-107(a); 113A-107(b); 113A-113(b); 113A-118.1; 113A-124;
Eff. March 1, 1984;
Amended Eff. December 1, 1991; May 1, 1990; March 1, 1990;
RRC Objection due to ambiguity Eff. March 18, 1993;
Amended Eff. August 1, 1998; April 23, 1993;
Temporary Amendment Eff. December 20, 2001;
Amended Eff. April 1, 2003.*