

**DECLARATION OF COVENANTS  
RESTRICTIONS AND EASEMENTS  
FOR CEDAR KEY SUBDIVISION**

**COVENANTS**

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**DECLARATION OF EASEMENTS**

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STATE OF NORTH CAROLINA

COUNTY OF CARTERET

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS  
FOR CEDAR KEY SUBDIVISION

This Declaration of Convents, Restrictions and Easements made and entered into 9<sup>th</sup> day of May 2000 by L ARDAN DEVELOPMENT CORPORATION, a North Carolina Corporation, with its principal offices in Carteret County, North Carolina, hereinafter call "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of a certain tract or parcel of land located in WHITE OAK Township, Carteret County North Carolina, hereinafter known as "Cedar Key Subdivision" or "Subdivision" and containing approximately seventy five (75) acres, more or less as the same is shown in that certain plat prepared by Prestige Land Surveying, P.A., dated APRIL 19<sup>TH</sup>, 2000, prepared for Lowell A. Fredeen, of record in Map Book 29, Page 731 Carteret County Registry (the "Plat"), which survey is incorporated herewith by reference as if fully set forth; and

WHEREAS, Declarant has caused to be prepared a plan of development wherein said property referred to hereinabove would be subjected to the same Declaration of Covenants, Restrictions and Easements and that these Covenants, Restrictions and Easements shall apply evenly and equally to all Lots developed in Cedar Key Subdivision; and

WHEREAS, it is the stated intent of these Covenants Restrictions, and Easements to promote the following, to-wit:

- A. In order to ensure the best and highest possible land use, and the most appropriate development and improvements within the Subdivision; and
- B. To protect the Owners of the Subdivision Lots against any improper use that might impair or depreciate the value of their property and/or other Lots or property within the Subdivision; and
- C. To guard against poorly designed or proportioned structures and to ensure against structures being

constructed of unsuitable or inferior building materials; and

- D. To preserve within the plan or scheme of development, insofar as is practical or feasible, the natural beauty and aesthetic value of the Subdivision; and
- E. To promote and ensure that harmonious color schemes exist; and further, in order to expressly forbid any radical, extremely unusual or "garnish" color schemes from existing within said Subdivision; and
- F. To encourage and secure construction or erection of attractive homes within said subdivision, with uniform and appropriate positioning of all homes on lots, and to ensure that proper minimum side and front set-backs are maintained; and
- G. To ensure that each individual owner of each lot shall have one (1) vote in the association, and that each lot shall be proportionally responsible for its share of maintenance of any roads or drainage easements within said subdivision, said proportion to be determined as stated hereinafter; and
- H. In general, to provide a subdivision or development for the owners, wherein they remain assured that their interests will be protected, their investment protected, and that each individual property owner shall be treated equally and fairly.

NOW, THEREFORE, for the mutual benefit of all owners and purchasers of lots within said subdivision, the declarant hereby declares that all the lots shown and designated for development, as hereinafter set forth, shall be held, transferred, owned, sold and conveyed subject to the following restrictive covenants and conditions, to-wit:

1. DEFINITIONS

(a) "Association" shall mean and refer to CEDAR KEY HOMEOWNERS ASSOCIATION, INC., the association of all lot owners of the CEDAR KEY SUBDIVISION.

(b) "Common Properties" shall mean and refer to all real property, together with all improvements located thereon, either owned by the Association for the common use and enjoyment of the owners of lots, or designated as "common areas" on any

subdivision plat of any portion of the properties.

(c) "Declarant" shall mean L. ARDAN DEVELOPMENT CORPORATION, a North Carolina corporation, with its principal offices in Carteret County, North Carolina, and its successors and assigns to whom it shall make specific written assignment of its rights under the Declaration.

(d) "Lot" shall mean and refer to any numbered plot of land shown on any recorded subdivision map of any portion of the properties, which numbered lot is intended to be conveyed for the purpose of allowing construction thereof of a single family home.

(e) "Member" shall mean and refer to the owner of any lot within the Subdivision.

(f) "Owner" shall mean the refer to any person, corporation, partnership, association, trust or other legal entity, and any combination thereof who, or which, owns a lot, including the declarant, but excluding those having such interest merely as security for performance of an obligation.

(g) "Subdivision" shall mean and refer to all properties encompassed within the perimeter boundary lines of Cedar Key Subdivision according to the plat thereof prepared by Prestige Land Surveying, P.A., dated April 19<sup>th</sup>, 2000, of record in Map Book 29, page 731, Carteret County Registry.

2. CEDAR KEY HOMEOWNERS ASSOCIATION, INC. In order to further the interest of the Owners and for the efficient preservation of the land values in the Subdivision, the Declarant has caused a non-profit corporation to be created under the General Statues of North Carolina.

(a) General Power of the Association. The Association shall have all general authority granted to a non-profit corporation organized

under Chapter 55A of the North Carolina General Statutes.

(b) Specific Powers of the Association. The Association shall specifically have the power:

(i) to maintain and preserve the Common Properties of the Subdivision;

(ii) to maintain and preserve the streets within the Subdivision;

(iii) to maintain and preserve all walkways, docks and decks located on the Common Properties;

(iv) to enforce this Declaration of Covenants, Restriction and Easements;

(v) to collect and disburse the assessments and charges set forth hereinafter and to file liens against the Lots for which dues, assessments and charges are delinquent and to foreclose the same as provided hereinafter.

(c) Membership. Each Owner of a Lot shall be a mandatory Member of the Association and such membership shall be appurtenant to and shall not be separated from the ownership of such Lot.

(d) Voting Rights. The Association shall have two classes of voting membership:

(i) Class A Members shall be Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in a Lot as an Owner, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than (1) vote be cast with respect to any Lot.

(ii) Class B Member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted into Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership; or

(b) on the 1<sup>st</sup> day of January 2008.

3. PROPERTY RIGHTS IN COMMON PROPERTIES. The Common Properties are those designated on the recorded map of the Subdivision and shall be conveyed to the Association in fee, or by easement, or demised to the Association by lease.

(a) Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties, on a non-exclusive basis, which right and easement shall be appurtenant to and shall pass with the title to every Lot; provided, however, the easements created hereunder shall be subject the following:

(i) the right of the Association to establish reasonable rules and to charge reasonable fees for the use of the Common Properties, any such fees being charged being for the purpose of reimbursing the Association for the cost of maintenance, upkeep and supervision of said Common Properties;

(ii) the right of the Association to suspend the right of any Owner to use the facilities located on the Common Properties for any period during which an assessment against such Owner's Lot remains unpaid for more than thirty (30) days from the date when due;

(iii) the right of the Association to suspend the right of any Owner to use the facilities located on the Common Properties for a period determined by the Board of Directors as a result of a continued infraction of the rules and regulations of the Association relating to the use and enjoyment of the Common Properties after notice thereof to Owner;

(iv) the right of the Association to mortgage any or all Common Properties for the purpose of improving or repairing the same; and

(v) the right of the Association to dedicate or transfer all of any part of the Common Properties to any public agency, authority, or utility for a public purpose. An owner shall have the right to delegate in accordance with the By-Laws of the Association such Owner's rights of enjoyment to the Common Properties to the members of such Owner's family, guests, tenants or contract purchasers; subject, however, to the general rules and regulations established from time to time by the Association, which rules may specifically include a limitation on the total number of permitted users relative to any Lot.

(b) Maintenance of Common Properties. All maintenance, repairs, and replacements to the Common Properties, whether located inside or outside of the Lots (unless necessitated by the negligence, misuse or neglect of a Lot Owner, his guest, lessees, employees, servants or invitee, in which case such expense shall be charged to such Lot Owner), shall be made by the Board and shall be charged to all Lot Owners as a common expense of the Property.

(c) Use of Common Properties. The Common Properties shall be used only for the purposes for which they are intended in furnishing services and facilities for the enjoyment to the Lots.

(d) Rules of Conduct. Rules and Regulations concerning the use of the Common Properties may be promulgated and amended by the Board. Copies of such Rules and Regulations shall be furnished by the Board to each Lot Owner, and all amendments and new Rules and Regulations shall be furnished to Lot Owners prior to the time that the amendment or new rule or regulation becomes effective.

(e) Utility Charges. All charges for utilities used in connections with the maintenance and use of the Common Properties shall be a common expense.

(f) Statement of Common Expenses. The Board of Directors shall promptly provide any Lot Owner, its grantee or contract purchaser making written request therefore, a written statement of all unpaid common expenses due from such Lot Owner.

4. RESERVATION OF TITLE TO COMMON PROPERTIES. The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon, and until such time as, in the opinion of the Declarant, that the Association is able to maintain the same. However, Declarant will convey the Common Properties to the Association not later than January 1, 2008.

5. COVENANTS FOR DUES AND ASSESSMENTS. The Lots shall be assessed as follows:

(a) Creation of Lien and Personal Obligation of Assessment. The Declarant, for each Lot within the Subdivision, hereby covenants, and each subsequent purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association.

(i) annual assessments for the daily and routine operations of the Association and the establishment of reserve account;

(ii) special assessments for capital improvements and unforeseen expenses;

(iii) other assessments specifically authorized by this Declaration. As Used in this Declaration, the term "assessment" shall include, as required by context, all annual assessments, special assessments for capital improvements, dues or charges established by the Association. All such dues, assessments or charges will be established and collected as hereinafter provided. The annual assessments, dues or charges, and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on each Lot conveyed by Declarant, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment against the Lot was made. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; however said delinquent assessments shall continue as a lien against the Lot until paid.

(b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation health, safety and welfare of the Owners and residents within the Subdivision, and for the improvement and maintenance of the Common Properties, and for the operation of the Association.

(c) Maximum Annual Assessment. Annual assessment, dues and charges shall be as follows:

(i) The maximum annual assessment shall be One Hundred Five and 00/100 (\$105.00) Dollars per Lot per annum and may be increased thereafter without a vote of the membership by an amount not to exceed five (5%) percent above the maximum assessment for the previous year;

(ii) The Board of Directors of the Association may fix the annual assessments, dues or annual charges, at an amount not in excess of the maximum annual assessment and the percentage increases enumerated in this Declaration. Notwithstanding, however, the Association may call a meeting for the purpose of increasing or decreasing the maximum annual assessment and the same shall be determined by a vote in person or by proxy at a meeting duly called for this purpose of two-thirds of all possible voters of the Association.

(d) Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the vote or each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Notice and Quorum for Action for the Association. Written notice of any meeting called for the purpose of taking any action authorized pursuant to these Covenants, Restrictions and Easements for Cedar Key Subdivision shall be sent

to all Members not less than (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one (51%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(f) Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis at the direction of the Board Directors of the Association.

(g) Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall in the amounts as enumerated herein in Paragraph 5.(c). The first annual assessment shall be adjusted according to the number of months remaining in the calendar year at the time of settlement or closing. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on the Lot is binding upon the Association as of the date of its issuance.

(h) Effective Non-Payment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of (12%) percent per annum. Any assessment not so

paid shall be a lien against the assessed Lot and the Association, as evidence of said lien, may file a claim of lien in the Office of the Clerk of Superior Court of Carteret County, and may thereafter bring an action law against the Owner personally obligated to pay the same, or to foreclose the lien by action against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

(i) Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect the assessment of the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments, which become due prior to such sale or transfer. No sale or transfer relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(j) Declarant's Exemption. Until Declarant has conveyed ninety (90%) percent of the Lots within the Subdivision, the Lots owned by Declarant shall not be subject to assessments, with the following exceptions:

(i) Should Declarant cause a dwelling to be constructed on any Lot owned by Declarant and thereafter lease the same, said Lot shall be assessed as any other non-Declarant Owner.

(ii) After Declarant has conveyed ninety (90%) percent of the Lots within the Subdivision, Declarant's remaining Lots will be assessed as any other non-Declarant Lot.

6. ARCHITECTURAL CONTROL. Development and construction within the Subdivision shall be controlled as follows:

(a) The Declarant shall establish an Architectural Control Committee ("Committee") which shall consist of three (3) Members. The Committee shall, upon recordation of this Declaration, be composed of the following Members for the term ending January 1, 2005 or until their earliest resignation: Lowell A. Fredeen and Jack Tessier, who shall appoint the third member. Upon the Expiration of the term of each initial Member of the Committee, a successor Member shall be appointed by the Board of Directors of the Association to serve for a two (2) year term and each successor thereafter shall be appointed by the Board of Directors of the Association to serve for a two (2) year term. However, should any Member of the initial Committee resign prior to the expiration of his term, the Declarant shall have the right to name a successor to fill said un-expired term. The Board of Directors of the Association shall have the right to remove, with or without cause, any Member of the Committee appointed by such Board. Except as listed in the preceding paragraph, the Board of Directors of the Association shall also have the right to appoint a successor Member to fill a vacancy on the Committee created by the death, resignation or removal of a Member appointed by the Board to serve for the un-expired term of such Member.

(b) Purpose. The Committee shall regulate the external design, appearance, landscaping, color, use, location and maintenance of the property subject to this Declaration and of the improvements located thereon in such a manner so as to preserve and enhance property values and to maintain a harmonious relationship among all structures and the natural vegetation and topography. In addition, the Committee shall attempt to minimize intrusions on the view and the privacy of other Owners and shall attempt to insure compliance with all conditions of this Declaration, and of all set backs, easements, and other restrictions as shown on the Plat.

(c) Procedure. A complete set of elevations, plans and specifications, including landscaping

plans, describing any improvement, alteration, repair, or other item requiring approval of the Committee, shall be submitted to the Committee, at the place or address designated by the Association, at least thirty (30) days prior to application for a building permit, or before construction is actually scheduled to begin, whichever is the earlier event. The Committee shall either approve or disapprove the proposed work in writing within fifteen (15) days of the receipt of said plans and specifications. If the Committee disapproves the proposed work, the Committee shall state its reasons for such disapproval in the written notification. In the event the Committee fails to approve or disapprove in writing any proposed work within said fifteen (15) day period, approval shall be deemed granted. An applicant shall have the right to appeal within thirty (30) days an adverse decision of the Committee to the Board of Directors of the Association who may reverse or modify such decision by a two-thirds (2/3) vote of the directors present at a duly called meeting.

(d) Required Approval. No improvements, alterations, repairs, or excavations, nor any maintenance which requires or would result in a change in appearance (such as a change of color), or any other activity which would noticeably and visibly change the exterior appearance of a house or a Lot, or any improvement located thereon, shall be made or done without the prior approval of the Committee. No building, fence, wall, residence, dock, pier, gazebo, or other structure shall be commenced, erected, maintained, improved, altered or otherwise modified, without the prior approval of the Committee, upon compliance with the procedures for approval as set out in subparagraph (c) of this Paragraph 6.

(e) Deposit. A One Thousand and 00/100 (1,000.00) Dollar deposit shall be required by any Owner or agent at the time of submitting plans for approval. This is a security deposit to cover any damage caused by the contractor and/or its agents and the same shall be refunded upon the total

completion of construction as long as the Committee considers there to be no damage to the property.

7. MINIMUM DESIGN REQUIREMENTS.

(a) The following minimum requirements must be met by each dwelling within the Subdivision and may not be varied or waived by the Architectural Control Committee:

(i) All homes within the Subdivision shall be single family residences with a minimum constructed dwelling size of One Thousand Three Hundred Fifty (1,350) square feet of heated space for interior Lots, and One Thousand Five Hundred (1,500) square feet of heated space for water fronts Lots. Notwithstanding the above, the Architectural Control Committee may alter or amend the minimum constructed dwelling size on any Lot if it deems the same to be desirable in light of that particular Lot's unique quality. Additionally, the minimum constructed dwelling size does not include any garage, heated or non-heated.

(ii) Setback requirements for the construction of any single family home shall be as shown on the recorded Plat, the Lots thereon having been made subject to this Declaration. In addition, no part of any structure of any kind shall be erected or permitted to remain on any Lot closer to the property line than twenty (20') feet on the front (being any road) side, twenty five (25') feet on the back or rear Lot line, and ten (10') feet on either side Lot line except in corner Lots. For corner Lots, there shall be a twenty (20') foot setback requirement from any side street. Driveways shall not be included within this setback requirement. Roof overhangs; porches, decks, and other extensions shall be considered a part of the structure for purposes of the setback requirements.

(iii) No Structure shall be erected or permitted to remain on any Lot, any part of which (excepting chimneys or flue stacks, vent pipes, or approved antenna) shall exceed Two and One Half (2-1/2) living stories, or thirty-five (35') feet in height measured from the lowest grade level of the building foundation or piers upon which such structure is erected.

(iv) Each Owner shall be an insurer on behalf of their employees, contractors, subcontractors, and material suppliers to the Declarant and to the Association for any damage to roads or to any other Common Properties caused by the passage of vehicles and equipment over the roads in the subdivision, or by any other activity associated with construction on Lots within the Subdivision. Notwithstanding the deposit required as set forth in Paragraph 6.(e), in the event of any damage, the Association shall have the authority to repair such damage and assess the cost of such repairs to the Owner, which assessment shall become a lien on the property, just as other assessments are a lien, as set out in Paragraph 5.(a) of this Declaration.

(v) Concrete blocks or cinder blocks exposed after completion or construction and visible from any street, or surrounding properties, shall not be permitted. (Concrete blocks or cinder blocks covered with heavy stucco will be permitted as long as the outlines of individual blocks are not visible through the stucco.)

(vi) All roofs must have a minimum slope of at least six (6') feet or rise for every twelve (12') feet of run.

(b) All dwelling will be constructed with an attached garage. One (1) additional detached garage/storage area of at least 200 square feet may be constructed and construction must be in a matching architectural style as the dwelling.

This detached building will be subject to the approval of the Architectural Control Committee.

8. RESTRICTIONS AS TO USE. All Lots within the Subdivision are subject to the following:

(a) Residential Use. All Lots shall be used, improved and devoted exclusively for residential use. Nothing contained herein, however shall be deemed to prevent an Owner from leasing a residence to a single family for residential use for a minimum lease period of one (1) month. No weekly rentals will be allowed.

(b) Prohibited Structures. No structure shall be erected, placed or permitted to remain on any Lot of a temporary nature, nor any mobile home, tent shack, animal kennel, barn, temporary storage building, or other outbuilding shall be erected or placed on any Lot covered by these covenants. This paragraph shall not preclude permanent garage and/or storage facilities consistent with the restrictions contains in Paragraph 7.(b). This paragraph shall also not preclude temporary storage facilities for the sole purpose of protecting materials during construction of a dwelling on a Lot not to exceed one (1) year; provided, however, that said temporary storage facility shall be removed from the Lot upon completion of construction.

(c) Nuisances. No noxious, illegal or offensive activities shall be carried on or perpetrated upon any Lot, nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the Owners.

(d) Animals. No animals, livestock, nor poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that they are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended

by a person of sufficient age to supervise the conduct of said pet.

(e) Garbage and Trash Receptacles. No Lot shall be used as a dumping ground for rubbish, trash or garbage. All trash receptacles shall be kept in an enclosed area of the residence, garage and/or storage area except on such day of the week as the garbage is collected. The Collection of garbage shall be the function of each individual Lot Owner and not the function of the Association unless the same is modified by the Association at a duly called meeting for such purpose.

(f) Exterior Lights. All light bulbs and other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any Lot shall be clear, white or non-frost lights or bulbs.

(g) Signs. No sign, billboard, or other advertising of any kind, including a "For Rent" sign, shall be erected or maintained on any Lot, right of way or Common Property except for directional signs, street identification signs and other like signs approved and erected by the Association. It is permissible for an Owner or its agent to erect on any Lot a "For Sale" and/or "Construction" sign designating the job site and builder must be immediately removed upon the sale of the residence and/or final completion of such construction. Final completion shall be deemed the issuance of a certificate of occupancy.

(h) Antenna. There shall be no exterior antenna of any kind receiving and/or sending television, radio or other signals unless the same have first been approved by the Committee.

(i) Driveways. All driveways constructed on any Lot shall be paved with either asphalt, concrete and/or brick pavers and to the extent said driveway covers any drainage ditch or easement, the size and composition of the drainage tile

under said driveway shall be approved by the Committee.

(j) Vehicles. No stripped, partially wrecked, junked or inoperative motor vehicle, nor any part thereof, shall be permitted to be parked or kept on any street or Lot. No Owner shall cause any vehicle repairs, other than minor repairs, which may be accomplished in a single day, to be performed on any portion of the property subject to this Declaration, including any property made subject to this Declaration.

(k) Clotheslines. No drying of laundry or clotheslines for any purpose shall be permitted on any Owner's Lot.

(l) Boats and Campers. All boats jet skis, campers, trailers, recreational vehicles, or other similar personal property will be allowed to be stored in the backyard, the enclosed garage, and/or storage area and must be out of sight from the street.

(m) Shingles. All shingles used in the construction of any residence and/or garage storage area shall be of architectural design and must be approved by the Architectural Control Committee.

(n) Mailboxes. All mailboxes shall be common in design as designated and determined by the Architectural Control Committee.

(o) Maintenance of Lots. All Lots shall be appropriately groomed and maintained, including both developed and undeveloped Lots. Customary lawn mowing and tree and shrub maintenance is required. Any violation of this restriction shall entitle the Association to maintain the Lot and charge to the Lot Owner such expense and enforce the same consistent with the provisions herein regarding liens.

(p) Build upon Area.

(i) The allowable built-upon area per lot is Four Thousand Three Hundred Nine (4309) square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

(ii) The covenants pertaining to storm water regulations may not be changed or deleted without concurrence of the State of North Carolina Department of Environment and Natural Resources Division of Water Quality.

(iii) Lots within CAMA's area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the Area of Environmental Concern.

(iv) Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.

(v) A thirty (30) foot vegetated buffer must be maintained between all built-upon area and the Mean High Water line of surface waters.

9. EASEMENTS AND ASSESSMENTS FOR STREET LIGHTING.

(a) The Declarant reserves the right to grant easements for the purposes of installing and maintaining utilities to any or all of the Lots, including but not limited to, electricity, telephone, water, sewer and television. These easements may be either above ground or underground and may be assigned without limit to any proper utility company. Also reserved by

Declarant is the right to grant such easement over Common Properties for purposes of installation and maintenance of utility easements. The easements shall be ten (10') feet in width over the Lots adjoining the street boundary and shall be five (5') feet in width over the Lots along every other boundary line. The easements over Common Properties shall be located at the discretion of Declarant.

(b) Each Owner in the Subdivision, by acceptance of a deed therefore, agrees and covenants to pay to Carteret-Craven Electric Membership Corporation, its successors and assigns, a pro rated portion of the cost of electricity and maintenance of lighting located on the Common Properties within the Subdivision at the time the electrical bills are incurred. The Association may elect to have the electric bills for specific lighting requirements billed to it, with the cost of thereof being satisfied from dues and assessments.

(c) The real property in the Subdivision is subject to a contract with Carteret-Craven Electric Membership Corporation for the installation of underground electrical utility which may require an initial contribution and/or the installation of street lighting which will subject the Owners to a continuing monthly payment to Carteret-Craven Electric Membership Corporation

10. GENERAL PROVISIONS. This Declaration is subject to the following:

(a) Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce by any proceeding at law or equity all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

(c) Duration. The covenants restrictions and easements set forth herein shall run with and bind any property made subject hereto for a term of twenty (20) years from the date of this Declaration, after which time this Declarations shall be automatically extended for successive ten (10) year periods unless either terminated or modified by a majority vote of the then record Owners of all Lots subject to this Declaration.

(d) Amendment. This Declaration may be amended at any time by the affirmative vote of the voting Members having at least seventy-five (75%) percent of the aggregate voting interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. The Declarant, or its successors and assigns, reserves the right to amend this Declaration for the sole purpose of correcting any scrivener's errors contained herein without joinder of any Owner. No amendment, however, shall affect the voting rights of any Owner owning a Lot made subject to this Declaration. Such amendment shall be executed in the name of the Association and recorded in the office of the Register of Deeds of Carteret County. No such amendment shall be effective until duly recorded as aforesaid.

(e) Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this instrument.

(f) Construction. Whenever the context so required, the use herein of any gender shall be deemed to include all genders, and the use herein of the singular shall include the plural and the plural shall include the singular.

✓ Cecil S. Harvell, P.A.

1107 Bridges Street, Morehead City, North Carolina 28557

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR CEDAR KEY SUBDIVISION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR CEDAR KEY SUBDIVISION is made this  
15th day of September, 2000, by L. Ardan Development Corporation,  
hereinafter called "Declarant".

*This Amendment recorded  
4mo before map 29.868 Phase 2*

W I T N E S S E T H

WHEREAS, by Declaration dated May 9, 2000, and recorded on May  
9, 2000, in Book 882, Page 311, Carteret County Registry, the  
Declarant did establish Cedar Key Subdivision, with the plat  
thereof being prepared by Prestige Engineering and Land Surveying,  
P.A., dated April 19, 2000, recorded in Map Book 29, Page 731,  
Carteret County Registry, and did establish Covenants,  
Restrictions, and Easements, and other benefits and burdens within  
Cedar Key Subdivision; and

WHEREAS, Declarant on this date has at least seventy-five  
(75%) percent of the aggregate voting interest as required in order  
to amend the Declaration as set forth in Item 10(d) of the

BOOK 891 PAGE 102

(H)

Declaration of Covenants, Restrictions, and Easements for Cedar Key Subdivision; and

WHEREAS, Declarant desires to amend the said Declaration by and through a revision to Paragraph 7, Minimum Design Requirements, and to Paragraph 8, Restrictions As To Use of said Declaration.

NOW, THEREFORE, for the mutual benefit of all owners and purchasers of property within Cedar Key Subdivision, Paragraph 7, Minimum Design Requirements, is hereby amended to include the following:

7. (a) (i)

All homes within the subdivision shall be single family residences with a minimum constructed dwelling size of One Thousand Four Hundred (1,400) square feet of heated space for interior lots...

NOW, THEREFORE, for the mutual benefit of all owners and purchasers of property within Cedar Key Subdivision, Paragraph 8, Restrictions As To Use, is hereby amended to include the following:

8. (b)

No structure shall be erected, placed or permitted to remain on any Lot of a temporary nature, nor any modular home or structure, pre-fabricated home or structure, mobile

home, tent, shack, animal kennel, barn, temporary storage building, or other outbuilding shall be erected or placed on any Lot covered by these covenants.

It is understood, however, that all other provisions of said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has signed and sealed this instrument as of the day and year first above written.



L. ARDAN DEVELOPMENT CORPORATION

BY:

Lowell A. Fredeen  
Lowell A. Fredeen, President

ATTEST:

Margaret J. Fredeen  
Secretary

STATE OF NORTH CAROLINA

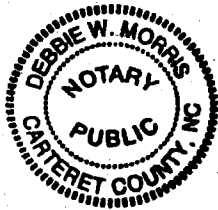
COUNTY OF CARTERET

I, Debbie W. Morris, a Notary Public for the aforesaid County and State, do hereby certify that Margaret T. Fredeen personally came before me this day and acknowledged that he is the \_\_\_\_\_ Secretary of L. ARDAN DEVELOPMENT CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Margaret T. Fredeen as its \_\_\_\_\_ Secretary.

WITNESS my hand and seal this 15th day of September, 2000.

Debbie W. Morris (SEAL)  
Notary Public

My Commission Expires:  
08/10/04



NORTH CAROLINA, CARTERET COUNTY  
The foregoing certificate(s) of Notary Public(s) is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By Melanie Arthur  
Asst. Register/Registrar of Deeds

BOOK 891 PAGE 102

1071



Prepared by:

✓ Cecil S. Harvell, P.A.

1107 Bridges Street, Morehead City, North Carolina 28557

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR CEDAR KEY SUBDIVISION**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR CEDAR KEY SUBDIVISION is made this  
17th day of December, 2001, by L. Ardan Development Corporation,  
hereinafter called "Declarant".

W I T N E S S E T H

WHEREAS, by Declaration dated May 9, 2000, and recorded on May  
9, 2000, in Book 882, Page 311, Carteret County Registry, the  
Declarant did establish Cedar Key Subdivision, with the plat  
thereof being prepared by Prestige Engineering and Land Surveying,  
P.A., dated April 19, 2000, recorded in Map Book 29, Page 731,  
Carteret County Registry, and did establish Covenants,  
Restrictions, and Easements, and other benefits and burdens within  
Cedar Key Subdivision; and

WHEREAS, Declarant on this date has at least seventy-five  
(75%) percent of the aggregate voting interest as required in order  
to amend the Declaration as set forth in Item 10(d) of the  
Declaration of Covenants, Restrictions, and Easements for Cedar Key  
Subdivision; and

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WHEREAS, Declarant desires to amend the said Declaration by and through a revision to Paragraph 7, Minimum Design Requirements.

NOW, THEREFORE, for the mutual benefit of all owners and purchasers of property within Cedar Key Subdivision, Paragraph 7, Minimum Design Requirements, is hereby amended to include the following:

7. (a) (I)

All homes within the subdivision shall be single family residences with a minimum constructed dwelling size of **One Thousand Five Hundred (1,500)** square feet of heated space for interior Lots and **Two Thousand Two Hundred (2,200)** square feet of heated space for water front Lots....

7. (a) (vi)

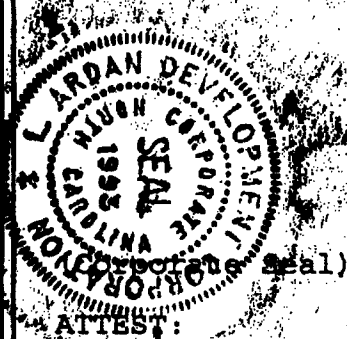
All roofs must have a minimum slope of at least **Nine (9') feet** of rise for every twelve (12') feet of run.

L. ARDAN DEVELOPMENT CORPORATION

BY:



Lowell A. Fredeen, President



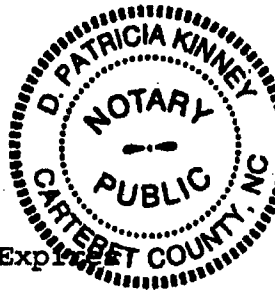
Secretary

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, D. Patricia Kinney, a Notary Public for the aforesaid County and State, do hereby certify that Cecil S. Harvell personally came before me this day and acknowledged that he is the \_\_\_\_\_ Secretary of L. ARDAN DEVELOPMENT CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Cecil S. Harvell as its \_\_\_\_\_ Secretary.

WITNESS my hand and seal this 17th day of December, 2001.



D. Patricia Kinney (SEAL)  
Notary Public

My Commission Expires  
06/04/2006

NORTH CAROLINA, CARTERET COUNTY  
The foregoing certificate(s) of Notary Public(s) is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Melanie Arthur 3P  
Carteret County Register of Deeds  
JL Date 12/18/2001 Time 14:56:00  
GR 926475 Page 1 of 3

Melanie Arthur, Register of Deeds  
By Melanie Arthur  
Asst./Clerk, Register of Deeds

BOOK 926 PAGE 475

Melanie Arthur 4P  
CARTERET COUNTY  
JL Date 03/19/2004 Time 14:10:00  
GR 1045387 Page 1 of 4

NORTH CAROLINA, CARTERET COUNTY  
The foregoing certificate(s) of Notary Public(s) is/are  
certified to be correct. This instrument and this certifi-  
cate are duly registered at the date and time and in  
the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds  
By *[Signature]*  
Deputy, Register of Deeds

Prepared by: Harvell and Collins, P.A.  
1107 Bridges Street, Morehead City, North Carolina 28557

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR CEDAR KEY SUBDIVISION

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR CEDAR KEY SUBDIVISION is made this  
16th day of March, 2004, by L. Ardan Development Corporation,  
hereinafter called "Declarant".

W I T N E S S E T H

WHEREAS, by Declaration dated May 9, 2000, and recorded on May  
9, 2000, in Book 882, Page 311, Carteret County Registry, the  
Declarant did establish Cedar Key Subdivision, with the plat  
thereof being prepared by Prestige Engineering and Land Surveying,  
P.A., dated April 19, 2000, recorded in Map Book 29, Page 731,  
Carteret County Registry, and did establish Covenants,  
Restrictions, and Easements, and other benefits and burdens within  
Cedar Key Subdivision; and

WHEREAS, Declarant has caused to be prepared a plan of development wherein said property referred to hereinabove would be subjected to the same Declaration of Covenants, Restrictions and Easements, and that these Covenants, Restrictions and Easements shall apply evenly and equally to all lots developed in Cedar Key Subdivision; and

WHEREAS, the Declarant has subsequently established Phase 5 of Cedar Key Subdivision by recordation of the plat entitled "Final Plat of Cedar Key Phase 5 and Revised Lot 85, Phase 3", said plat prepared by Prestige Engineering and Land Surveying, P.A., dated October 20, 2003, and recorded October 27, 2003, in Map Book 30, Page 352, Carteret County Registry; and

WHEREAS, Declarant on this date has at least seventy-five (75%) percent of the aggregate voting interest as required in order to amend the Declaration as set forth in Item 10(d) of the Declaration of Covenants, Restrictions, and Easements for Cedar Key Subdivision; and

WHEREAS, Declarant desires to amend the said Declaration by and through a revision to Paragraph 7, Minimum Design Requirements.

NOW, THEREFORE, for the mutual benefit of all owners and purchasers of lots located in Phase 5, Cedar Key Subdivision, less and except Lots 91, 99, 100, 101, 121, 122 and 123, Paragraph 7, Minimum Design Requirements, of the Declaration of Covenants,

Restrictions and Easements, dated May 9, 2000, and recorded on May 9, 2000, in Book 882, Page 311, Carteret County Registry, is hereby amended to include the following:

7. (a) (I)

All homes within the subdivision shall be single family residences with a minimum constructed dwelling size of Two Thousand (2,000) square feet of heated space for interior Lots and Two Thousand Two Hundred (2,200) square feet of heated space for water front Lots.

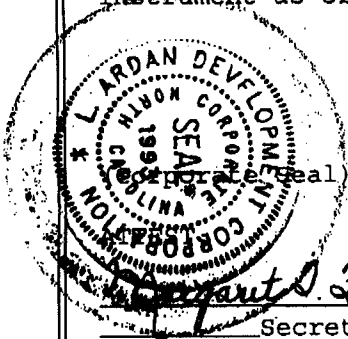
It is understood, however, that all other provisions of said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has signed and sealed this instrument as of the day and year first above written.

L. ARDAN DEVELOPMENT CORPORATION

By:

  
Lowell A. Fredeen, President



  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

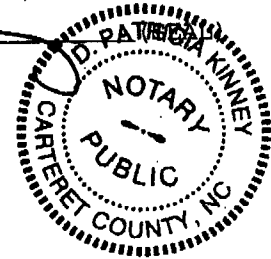
I, D. Patricia Kinney, a Notary Public for the aforesaid County and State, do hereby certify that MARGARET T. FREDEEN personally came before me this day and acknowledged that she is the Secretary of L. ARDAN DEVELOPMENT CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by MARGARET T. FREDEEN as its Secretary.

WITNESS my hand and seal this 16th day of March, 2004.

  
Notary Public

My Commission Expires:

06/04/2006



NORTH CAROLINA, CARTERET COUNTY  
This instrument and this certificate are duly filed at the  
date and time and in the Book and Page shown on the  
first page hereof.

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

Melanie Arthur  
CARTERET COUNTY 3P  
JL Date 01/05/2006 Time 15:37:00  
GR 1151300 Page 1 of 3

Prepared by: Harvell and Collins, P.A.  
1107 Bridges Street, Morehead City, North Carolina 28557

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR CEDAR KEY SUBDIVISION**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR CEDAR KEY SUBDIVISION is made this  
day of 11th day of December, 2005, by THE CEDAR KEY HOMEOWNERS  
ASSOCIATION, INC., a North Carolina Corporation, hereinafter called  
"Association".

**W I T N E S S E T H:**

**WHEREAS**, by Declaration of Covenants, Restrictions, and  
Easements dated May 9, 2000, and recorded on May 9, 2000, in Book  
882, Page 311, Carteret County Registry, Cedar Key Subdivision was  
establish, with the plat thereof being prepared by Prestige  
Engineering and Land Surveying, P.A., dated April 19, 2000,  
recorded in Map Book 29, Page 731, Carteret County Registry; and

**WHEREAS**, pursuant to the said Declaration of Covenants,

<sup>1</sup>  
BOOK 1151 PAGE 300

3

Restrictions, and Easements dated May 9, 2000, and recorded on May 9, 2000, in Book 882, Page 311, Carteret County Registry, the Association has the authority to increase the "Maximum Annual Assessment" pursuant to paragraph 5.(c)(ii). The Association voted to increase said "Maximum Annual Assessment" as set forth herein below by a vote in person and by proxy of at least two-thirds (2/3) of the voters of the Association at a meeting noticed for this purpose; and

**WHEREAS**, the Association desires to amend said Declaration by and through a revision to Paragraph 5, COVENANTS FOR DUES AND ASSESSMENTS.

**NOW, THEREFORE**, for the mutual benefit of all owners and purchasers of lots located in Cedar Key Subdivision, Paragraph 5, COVENANTS FOR DUES AND ASSESSMENTS, of the Declaration of Covenants, Restrictions and Easements, dated May 9, 2000, and recorded on May 9, 2000, in Book 882, Page 311, Carteret County Registry, is hereby amended as follows:

5. (c) Maximum Annual Assessment. Annual assessment, dues and charges shall be as follows:

(i) The maximum annual assessment shall be Two Hundred Five and 00/100 (\$205.00) Dollars per Lot per annum and Seventy-five and 00/100 (\$75.00) Dollars of said amount shall be applied to Capital Improvements as defined in section (d) of this Paragraph 5, and the maximum annual assessment may be increased

thereafter without a vote of the membership by an amount not to exceed five (5%) percent above the maximum assessment for the previous year;

It is understood, however, that all other provisions of said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has signed and sealed this \_\_\_\_\_ as of the day and year first above written.

CEDAR KEY HOMEOWNERS ASSOCIATION, INC.

By: *Gary Christie*  
Gary Christie, President



ATTEST:

*Jeanette Hudson*  
Jeanette Hudson, Secretary

STATE OF NORTH CAROLINA

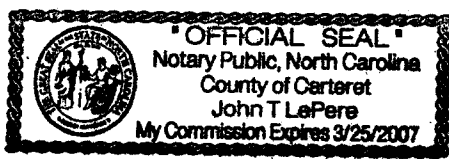
COUNTY OF CARTERET

I, John T LePere, a Notary Public for the aforesaid County and State, do hereby certify that Jeanette Hudson personally came before me this day and acknowledged that she is the Secretary of CEDAR KEY HOMEOWNERS ASSOCIATION, INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Gary Christie as its President, sealed with its corporate seal and attested by Jeanette Hudson as its Secretary.

WITNESS my hand and seal this 8 day of December, 2005.

*John T LePere* (SEAL)  
Notary Public

My Commission Expires:  
March 25, 2007



BOOK 1151 PAGE 300 3



FILE # 1400350

NORTH CAROLINA, CARTERET COUNTY  
This instrument and this certificate are duly filed at  
the date and time and in the Book and Page shown  
on the first page hereof.

Joy Lawrence, Register of Deeds  
By Rina Harris  
Asst. Deputy, Register of Deeds

FOR REGISTRATION REGISTER OF DEEDS  
Joy Lawrence  
Carteret County, NC  
February 22, 2012 03:52:51 PM  
COUNTER ADMT 9 P  
FEE: \$26.00  
FILE # 1400350

✓  
Prepared by: Harvell and Collins, P.A.  
1107 Bridges Street, Morehead City, North Carolina 28557

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR CEDAR KEY SUBDIVISION**

**THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR CEDAR KEY SUBDIVISION** is made this 16  
day of February, 2012, by THE CEDAR KEY HOMEOWNERS ASSOCIATION, INC., a  
North Carolina Corporation, hereinafter called "Association"

**WITNESSETH:**

**WHEREAS**, by Declaration of Covenants, Restrictions, and Easements dated May 9, 2000,  
and recorded on May 9, 2000, in Book 882, Page 311, Carteret County Registry, Cedar Key  
Subdivision was establish, with the plat thereof being prepared by Prestige Engineering and Land  
Surveying, P.A., dated April 19, 2000, recorded in Map Book 29, Page 731, Carteret County  
Registry; and

**WHEREAS**, said Declaration of Covenants, Restrictions, and Easements has been amended  
by First Amendment of record in Rook 891, Page 102; Second Amendment of record in Book 926,

**BOOK 1400 PAGE 350**

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Page 475; Third Amendment of record in Book 1045, Page 387; and Fourth Amendment of record in Book 1151, Page 300; Carteret County Registry; and

WHEREAS, pursuant to the said Declaration of Covenants, Restrictions, and Easements dated May 9, 2000, and recorded on May 9, 2000, in Book 882, Page 311, Carteret County Registry the Board of Directors of the Association has authority to amend said Declaration by the affirmative vote of the voting Members having at least seventy-five (75%) of the aggregate voting interest; and

WHEREAS, pursuant to North Carolina General Statute § 55A-7-08, the Association may amend said Declaration by written ballot; and

WHEREAS, the Board of Directors forwarded to the membership of the Association the ballots for amendment of the Declaration stating the proposed amendments as follows:

(1) Paragraph 10 (d) Amendment. This Declaration may be amended at any time by the affirmative vote of the voting Members having at least seventy-five (75%) percent of the aggregate voting interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. The Declarant, or its successors and assigns, reserves the right to amend this Declaration for the sole purpose of correcting any scrivener's errors contained herein without joinder of any Owner. No amendment, however, shall affect the voting rights of any Owner owning a Lot made subject to this Declaration. Such amendment shall be executed in the name of the Association and recorded in the office of the Register of Deeds of Carteret County. No such amendment shall be effective until duly recorded as aforesaid. (See *amendment*.)

*(Amendment) "(d) Amendment. This Declaration may be amended at any time by the affirmative vote of the voting Members having at least sixty-seven (67%) percent or 2/3 of the aggregate voting interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. The Declarant, or its successors and assigns, reserves the right to amend this Declaration for the sole purpose of correcting any scrivener's errors contained herein without joinder of any Owner. No amendment, however, shall affect the voting rights of any Owner owning a Lot made subject to this Declaration. Such amendment shall be executed in the name of the Association and recorded in the office of the Register of Deeds of Carteret County. No such amendment shall be effective until duly recorded as aforesaid."*

(2) Paragraph 7 (a) (iii) The following minimum requirements must be met by each dwelling within the Subdivision and may not be varied or waived by the Architectural Control Committee:

(iii) No Structure shall be erected or permitted to remain on any Lot, any part of which (excepting chimneys or flue stacks, vent pipes, or approved antenna) shall exceed Two and One Half (2-1/2) living stories, or thirty-five (35') feet in height measured from the lowest grade level of the building foundation or piers upon which such structure is erected. (See amendment.)

(Amendment) "(a) The following minimum requirements must be met by each dwelling within the Subdivision and may not be varied or waived by the Architectural Control Committee:

(iii) No Structure shall be erected or permitted to remain on any Lot, any part of which (excepting chimneys or flue stacks, vent pipes, or approved antenna) shall exceed two and one half (2-1/2) living stories, or thirty-five (35') feet in height measured from the lowest grade level of the building foundation or piers upon which such structure ~~is~~ erected. Additionally, structures upon second and third row lot numbers 100-112 and 36-50 shall not exceed three (3) stories and/or (45') feet in height."

(3) Paragraph 8 (e) Garbage and Trash Receptacles. No Lot shall be used as a dumping ground for rubbish, trash or garbage. All trash receptacles shall be kept in an enclosed area of the residence, garage and/or storage area except on such day of the week as the garbage is collected. The Collection of garbage shall be the function of each individual Lot Owner and not the function of the Association unless the same is modified by the Association at a duly called meeting for such purpose. (See amendment.)

(Amendment) "(e) Garbage and Trash Receptacles. No Lot shall be used as a dumping ground for rubbish, trash or garbage. All trash receptacles shall be kept behind the front corner of the house except on the day of the week that the garbage is collected. The Collection of garbage shall be the function of each individual Lot Owner and not the function of the Association unless the same is modified by the Association at a duly called meeting for such purpose."

(4) Paragraph 8 (i) All driveways constructed on any Lot shall be paved with either asphalt, concrete and/or brick pavers and to the extent said driveway covers any drainage ditch or easement, the size and composition of the drainage tile under said driveway shall be approved by the Committee. ("Additional text")

(Additional text.) "Drainage shall require a (12") twelve inch minimum culvert, compliant with local county building codes."

(5) Paragraph 8 (l) Boats and Campers. All boats jet skis, campers, trailers, recreational vehicles, or other similar personal property will be allowed to be stored in the backyard, the enclosed garage, and/or storage area and must be out of sight from the street. (See amendment.)

(Amendment) "(i) Boats. Additionally, each lot shall be allowed to have one (1) trailerable water vessel that is properly licensed, tagged and in operating condition to be stored on the respective trailer on an approved driveway type surface not to extend beyond the leading most edge of the front-door side of the house with the longest length of the respective vessel parallel to the side of the house." Approval of the "driveway type surface" shall be at the sole discretion of the Architectural Control Committee.

Paragraph 8 (l) Additional amendment.

(Amendment) (ii) Campers. Additionally, each lot shall be allowed to have one (1) recreational vehicle (i.e. RV, camper, trailer;) that is properly licensed, tagged and in operating condition to be stored on an approved driveway type surface not to extend beyond the leading most edge of the front-door side of the house, with the longest length of the recreational vehicle parallel to the side of the house. Approval of the "driveway type surface" shall be at the sole discretion of the **Architectural Control Committee**.

(6) Paragraph 7 (b) All dwelling will be constructed with an attached garage. One (1) additional detached garage storage area of at least 200 square feet may be constructed and construction must be in a matching architectural style as the dwelling. ("Additional text"? This detached building will be subject to the approval of the Architectural Control Committee.

(Additional text.) "Such out buildings shall not extend forward of the rear-most edge of the home's living space."

(7) Paragraph 7 (b) All dwelling will be constructed with an attached garage. One (1) additional detached garage storage area of at least 200 square feet may be constructed and construction must be in a matching architectural style as the dwelling. ("Additional text"? This detached building will be subject to the approval of the Architectural Control Committee.

(Additional text.) "Such out buildings shall not extend forward of the rear-most edge of the home's living space."

(8) Paragraph 8 (m) Shingles. All shingles ("additional text") used in construction of any residence and/or garage storage area shall be of architectural design and must be approved by the Architectural Control Committee.

("Additional text") "to include standing-seam metal roofs"

(9) Paragraph 8 (n) Mailboxes. All mailboxes shall be common in design as designated and determined by the Architectural Control Committee. (See amendment.)

(Amendment) "(n) Mailboxes. All mailboxes shall be conservative in nature, approved by the Architectural Control Committee."

(10) Paragraph 8 (o) Maintenance of Lots. All Lots shall be appropriately groomed and maintained, including both developed and undeveloped Lots. Customary lawn mowing and tree and shrub maintenance is required. (Additional text.) Any violation of this restriction shall entitle the Association to maintain the Lot and charge to the Lot Owner such expense and enforce the same consistent with the provisions herein regarding liens.

(Additional text.) Limits of grass growth are (8") eight inches high for undeveloped and (5") five inches high for developed lots.

WHEREAS, the Board of Directors received one hundred three (103) of the one hundred nineteen (119) ballots distributed, constituting a seventy-five (75%) percent quorum; and

WHEREAS, the ballots received reflected the vote of the proposed amendments as follows:

- (1) Paragraph 10 (d). Votes: Yes/92; No/11. Amendment passed
- (2) Paragraph 7 (a) (iii). Votes: Yes/91; No/12. Amendment passed.
- (3) Paragraph 8 (e) Garbage and Trash Receptacles. Votes: Yes/97; No/6. Amendment passed.
- (4) Paragraph 8 (i). Vote: Yes/99; No/4. Amendment passed.
- (5) Paragraph 8 (l) (i) Boats and Campers. Votes: Yes/91; No/12. Amendment passed.  
Paragraph 8 (l)(ii) Additional amendment. Votes: Yes/81; No/22. Amendment did not pass.
- (6) Paragraph 7 (b). Votes: Yes/97; No/6. Amendment passed.
- (7) Paragraph 8(m) Shingles. Votes: Yes/100; No/3. Amendment passed.
- (8) Paragraph 8 (n) Mailboxes. Votes: Yes/96; No/7. Amendment passed.
- (9) Paragraph 8 (o) Maintenance of Lots. Votes: Yes/91; No/2. Amendment passed.

NOW, THEREFORE, for the mutual benefit of all owners and purchasers of lots located in Cedar Key Subdivision, the Declaration of Covenants, Restrictions and Easements, dated May 9, 2000, and recorded on May 9, 2000, in Book 882, Page 311, as amended by First Amendment of record in Book 891, Page 102; Second Amendment of record in Book 926, Page 475; Third Amendment of record in Book 1045, Page 387; and Fourth Amendment of record in Book 1151, Page 300; Carteret County Registry, is hereby amended as indicated below. Each of the corresponding paragraphs in the Declaration shall be and is hereby superceded, replaced and amended to read as follows:

1. Paragraph 7. Minimum Design Requirements.

Paragraph 7 (a) (iii). The following minimum requirements must be met by each dwelling within the Subdivision and may not be varied or waived by the Architectural Control Committee:

(iii) No Structure shall be erected or permitted to remain on any Lot, any part of which (excepting chimneys or flue stacks, vent pipes, or approved antenna) shall exceed two and one half (2-1/2) living stories, or thirty-five (35') feet in height measured from the lowest grade level of the building foundation or piers upon which such structure is erected. Additionally, structures upon second and third row lot numbers 100-112 and 36-50 shall not exceed three (3) stories and/or (45') feet in height.

Paragraph 7 (b). All dwelling will be constructed with an attached garage. One (1) additional detached garage/storage area of at least 200 square feet may be constructed and construction must be in a matching architectural style as the dwelling. Such out buildings shall not extend forward of the rear-most edge of the home's living space. This detached building will be subject to the approval of the Architectural Control Committee.

2. Paragraph 8. Restrictions As To Use.

Paragraph 8 (e). Garbage and Trash Receptacles. No Lot shall be used as a dumping ground for rubbish, trash or garbage. All trash receptacles shall be kept behind the front corner of the house except on the day of the week that the garbage is collected. The Collection of garbage shall be the function of each individual Lot Owner and not the function of the Association unless the same is modified by the Association at a duly called meeting for such purpose.

Paragraph 8 (i). Driveways. All driveways constructed on any Lot shall be paved with either asphalt, concrete and/or brick pavers and to the extent said driveway covers any drainage ditch or easement, the size and composition of the drainage tile under said driveway shall be approved by the Committee. Drainage shall require a (12") twelve inch minimum culvert, compliant with local county building codes.

Paragraph 8 (1). Boats and Campers.

(i) Boats. Additionally, each lot shall be allowed to have one (1) trailerable water vessel that is properly licensed, tagged and in operating condition to be stored on the respective trailer on an approved driveway type surface not to extend beyond the leading most edge of the front-door side of the house with the longest length of the respective vessel parallel to the side of the house. Approval of the "driveway type surface" shall be at the sole discretion of the Architectural Control Committee.

Paragraph 8 (m). Shingles. All shingles, to include standing-seam metal roofs, used in construction of any residence and/or garage storage area shall be of architectural design and must be approved by the Architectural Control Committee.

Paragraph 8 (n). Mailboxes. All mailboxes shall be conservative in nature, approved by the Architectural Control Committee.

Paragraph 8 (o). Maintenance of Lots. All Lots shall be appropriately groomed and maintained, including both developed and undeveloped Lots. Customary lawn mowing and tree and shrub maintenance is required. Limits of grass growth are (8") eight inches high for undeveloped and (5") five inches high for developed lots. Any violation of this restriction shall entitle the Association to maintain the Lot and charge to the Lot Owner such expense and enforce the same

consistent with the provisions herein regarding liens.

3. Paragraph 10. General Provisions.

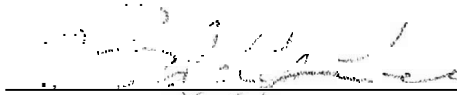
Paragraph 10 (d). Amendment. This Declaration may be amended at any time by the affirmative vote of the voting Members having at least sixty-seven (67%) percent or 2/3 of the aggregate voting interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. The Declarant, or its successors and assigns, reserves the right to amend this Declaration for the sole purpose of correcting any scrivener's errors contained herein without joinder of any Owner. No amendment, however, shall affect the voting rights of any Owner owning a Lot made subject to this Declaration. Such amendment shall be executed in the name of the Association and recorded in the office of the Register of Deeds of Carteret County. No such amendment shall be effective until duly recorded as aforesaid.

BE IT FURTHER STATED, that all other provisions of the Declaration of Covenants, Restrictions, and Easements for Cedar Key Subdivision, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has signed and sealed this instrument as of the day and year first above written.

CEDAR KEY HOMEOWNERS ASSOCIATION, INC.

By:

  
\_\_\_\_\_  
Bobby Lee, President

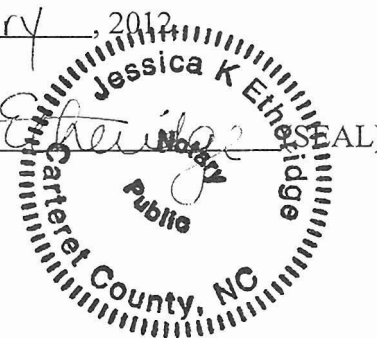
STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Jessica K Etheridge a Notary Public for the aforesaid County and State, do hereby certify that Bobby Lee personally came before me this day and acknowledged that he is the President of CEDAR KEY HOMEOWNERS ASSOCIATION, INC., a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by him as its President.

WITNESS my hand and seal this 16<sup>th</sup> day of February, 2012.

Jessica K. Etheridge  
Notary Public



My Commission Expires:

3-4-2012



FILE # 1648098

Return To: Patrick Karcher

\_\_\_\_\_  
\_\_\_\_\_

FOR REGISTRATION REGISTER OF DEEDS  
Karen S. Hardesty  
Carteret County, NC  
September 03, 2019 09:29:07 AM  
ANNA ADMT 4 P  
FEE: \$26.00  
FILE # 1648098

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This Sheet is a vital part of your recorded document.

Please retain with original document and submit for rerecording.

---

Karen S. Hardesty

Register of Deeds



302 Courthouse Square,

Beaufort, NC 28516

④

# of Pages.

**Prepared By: Cedar Key Home Owners Association, Board of Directors**

**119 Tidewater Drive, Newport, NC 28570**

**STATE OF NORTH CAROLINA**

**COUNTY OF CARTERET**

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR  
CEDAR KEY SUBDIVISION**

THIS IS THE SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CEDAR KEY SUBDIVISION. This amendment made on the 29 day of August, 2019, by Cedar Key Homeowners Association Board of Directors , a North Carolina Corporation, hereafter called, Association.

**WITNESSETH**

WHEREAS, by Declaration dated May 9,2000, of record in Map Book 822, Page 311 Carteret County Registry, Cedar Key Subdivision was established with the plat thereof being prepared by Prestige Engineering and Land Surveying, P.A., dated April 19, 2000, recorded in Map Book 29, page 731, Carteret County Registry; and

WHEREAS, Association on this date has at least sixty-seven (67%) percent of the aggregate voting interest as required in order to amend the Declaration as set forth in Item 10(d) of the Declaration of Covenants, Restrictions and Easements for the Cedar Key Subdivision; and

WHEREAS, Association desires to amend the said Declaration by and through a revision to Paragraph 7.(b) Detached garage/Storage area.

NOW, THEREFORE, for the mutual benefit of all owners and purchasers of property within Cedar Key Subdivision, Paragraph 7 (b) Detached garage/Storage area, is hereby amended to include the following:

**7.(b) Accessory building**

All dwellings will be constructed with an attached garage. One (1) additional accessory building of at least 100 square feet may be constructed and construction must be in a matching architectural style as the

dwelling. Notwithstanding, section (7) Minimum Design Requirements , (a) (vi), accessory building roof can be less than the minimum slope requirement as mentioned. All accessory buildings shall not extend forward of the rearmost edge of the dwellings living space and will be subject to the approval of the Architectural Control Committee. All setbacks will be in accordance with Carteret County regulations.

Cedar Key Home Owners Association,

BY: Bobby Lee

Bobby Lee, President, Board of Directors

**STATE OF NORTH CAROLINA**

**COUNTY OF CARTERET**

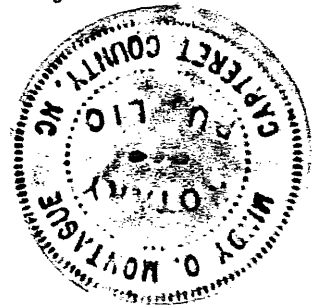
I, MINDY O. MONTAGUE, a Notary Public for the aforesaid County and State, do hereby certify that Bobby Lee personally came before me of this day and acknowledged that he is the President of the Cedar Key Board Home Owners Association, Inc., a North Carolina Corporation and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by him as its President.

WITNESS my hand and seal this 29<sup>th</sup> day of August, 2019

Mindy O. Montague (SEAL)

My commission Expires

February 20, 2023



Melanie Arthur 12P  
CARTERET COUNTY  
MA Date 07/01/2004 Time 14:22:00  
GR 1063098 Page 1 of 12

NORTH CAROLINA, CARTERET COUNTY  
The foregoing certificate(s) of Notary Public(a) is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

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

Prepared by: Harvell and Collins, P.A.  
1107 Bridges Street, Morehead City, North Carolina 28557

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT made and entered into this 1st day of July 2004, by L. ARDAN DEVELOPMENT CORPORATION, a North Carolina Corporation, hereinafter "Declarant".

WHEREAS, by Declaration dated May 9, 2000, and recorded on May 9, 2000, in Book 882, Page 311, Carteret County Registry, the Declarant did establish Cedar Key Subdivision, with the plat thereof being prepared by Prestige Engineering and Land Surveying, P.A., dated April 19, 2000, recorded in Map Book 29, Page 731, Carteret County Registry, and did establish Covenants, Restrictions, and Easements, and other benefits and burdens within Cedar Key Subdivision; and

WHEREAS, the Declarant subsequently developed Phase 5 of Cedar Key Subdivision as the same is shown and delineated on that certain plat entitled "Final Plat of Cedar Key Phase 5 and Revised Lot 85, Phase 3", said plat prepared by Prestige Engineering and Land Surveying, P.A., dated October 20, 2003, and recorded October 27, 2003, in Map Book 30, Page 352, Carteret County Registry; and

WHEREAS, the recorded plat and the restrictive covenants as referenced above provide for certain for drainage easements and common areas.

NOW, THEREFORE, Declarant does hereby give, grant, declare and convey for the benefit of its successors and assigns, the following easements according to the map referenced above:

BOOK 1063 PAGE 98

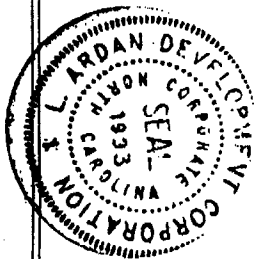
(12)

A perpetual, non-exclusive sewer line easement and septic pump off-sites as shown and designated on the map entitled "Final Plat of Cedar Key Phase 5 and Revised Lot 85, Phase 3", prepared by Prestige Engineering and Land Surveying, P.A., dated October 20, 2003, and recorded October 27, 2003, in Map Book 30, Page 352, Carteret County Registry, and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

TO HAVE AND TO HOLD said rights and easements to the Declarant, its heirs and assigns forever, it being the intention of the Declarant that the rights and easements hereby created is appurtenant to and run with the land now owned by the Declarant hereinabove referred to.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.



L. ARDAN DEVELOPMENT CORPORATION

By:

Lowell A. Fredeen (SEAL)  
Lowell A. Fredeen, President

ATTEST:

Margaret J. Fredeen  
Secretary

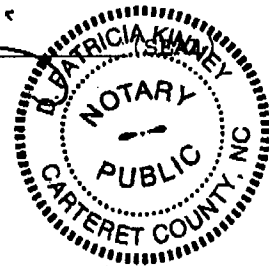
STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, D. Patricia Kinney, a Notary Public for the aforesaid County and State, do hereby certify that Margaret T. Fredeen personally came before me this day and acknowledged that she is the Secretary of L. ARDAN DEVELOPMENT CORPORATION, a North Carolina corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its secretary.

WITNESS my hand and seal this 1st day of July, 2004.

D Patricia Kinney  
Notary Public



My Commission Expires:

06/04/2006

BOOK 1063<sup>3</sup> PAGE 98

**EXHIBIT "A"**

(1) Septic Easement for Lot 114:

Beginning at an existing iron pipe, the northeast corner of Lot 114 also the common corner between Lots 114 and 115 as shown on the map of Cedar Key, Phase 5 and recorded in map book 30, page 352 of the Carteret County Registry;

Thence running with the common line of Lots 114 and 115 south 10 degrees 17 minutes 57 seconds east for a distance of 15.00 feet to a point;

Thence running across Lot 115 and Lot 116 north 79 degrees 42 minutes 03 seconds east for a distance of 190.00 feet to a point in the common line between Lot 116 and the common area and septic pump off site;

Thence with the common line of Lot 116 and the common area and septic pump off site north 10 degrees 17 minutes 57 seconds west for a distance of 15.00 feet to a point in the north line of Cedar Key, Phase 5 and common with the Sara E. Koonce property;

Thence running with the common line of Cedar Key, Phase 5 and the Sara E. Koonce property south 79 degrees 42 minutes 03 seconds west for a distance of 190.00 feet to the Point of Beginning.

(2) Common Area and Septic pump off sites designated for Lot 114:

Beginning at the northwest corner of Lot 117 in the east line of Lot 116 and running with the common line of the east line of Lot 116 and the Common area and Septic pump off fields north 10 degrees 17 minutes 57 seconds west for a distance of 50.00 feet to a point in the north line of Cedar Key, Phase 5 as recorded in map book 30, page 352, the northeast corner of Lot 116;

Thence along the north line of Cedar Key, Phase 5 north 79 degrees 42 minutes 03 seconds east for a distance of 80.00 feet to a point;

Thence leaving the north line of Cedar Key, Phase 5 south 10 degrees 17 minutes 57 seconds east for a distance of 50.00 feet to a point in the north line of Lot 117;

Thence along the north line of Lot 117 south 79 degrees 42 minutes 03 seconds west for a distance of 80.00 feet to the Point of Beginning.

(3) Septic Easement for Lot 115:

Beginning at an existing iron pipe, the northeast corner of Lot 115 also the common corner between Lots 115 and 116 as shown on the map of Cedar Key, Phase 5 and recorded in map book 30, page 352 of the Carteret County Registry;

Thence running with the common line of Lots 115 and 116 south 10 degrees 17 minutes 57 seconds east for a distance of 15.00 feet to a point;

Thence running across Lot 116 north 79 degrees 42 minutes 03 seconds east for a distance of 95.00 feet to a point in the common line between Lot 116 and the common area and septic pump off site;

Thence with the common line of Lot 116 and the common area and septic pump off site north 10 degrees 17 minutes 57 seconds west for a distance of 15.00 feet to a point in the north line of Cedar Key, Phase 5 and common to the Sara E. Koonce property;

Thence running with the common line of Cedar Key, Phase 5 and the Sara E. Koonce property south 79 degrees 42 minutes 03 seconds west for a distance of 95.00 feet to the Point of Beginning.

(4) Common Area and Septic pump off sites designated for Lot 115:

Commencing at the northwest corner of Lot 117 in the east line of Lot 116 as shown on the map of Cedar Key, Phase 5 as recorded in map book 30, page 352, and running with the north line of Lot 117 and the Common area and Septic pump off fields north 79 degrees 42 minutes 03 seconds east for a distance of 80.00 feet to a point in the north line of Lot 117 the Point of Beginning;

Thence a line across the Common area and Septic pump off sites north 10 degrees 17 minutes 57 seconds west for a distance of 50.00 feet to a point on the north line of Cedar Key, Phase 5;

Thence along the north line of Cedar Key, Phase 5 north 79 degrees 42 minutes 03 seconds east for a distance of 80.00 feet to a point;

Thence leaving the north line of Cedar Key, Phase 5 south 10 degrees 17 minutes 57 seconds east for a distance of 50.00 feet to a point in the north line of Lot 118;

Thence along the north line of Lot 118 and 117 south 79 degrees 42 minutes 03 seconds west for a distance of 80.00 feet to the Point of Beginning.

(5) Septic Easement for Lot 92:

Beginning at a point on the right of way of Landfall Court (allowing a 50' right of way), the common corner of Lots 91 and 92 as shown on the map of Cedar Key, Phase 5 and recorded in map book 30, page 352 in the Carteret County Registry and running the following four(4) calls with the right of way of Landfall Court:

1.) curve to the left having a radius of 50.00 feet, arc of 85.45 feet, a chord of 75.43 feet and a chord bearing of north 09 degrees 31 minutes 39 seconds west;

2.) curve to the right having a radius of 25.00 feet, arc of 21.03 feet, a chord of 20.41 feet and a chord bearing of north 34 degrees 23 minutes 38 seconds west;

3.) north 10 degrees 17 minutes 57 seconds west for a distance of 84.10 feet;

4.) curve to the right having a radius of 25.00 feet, arc of 39.27 feet, a chord of 35.36 feet and a chord bearing of north 34 degrees 42 minutes 03 seconds east to a point where the eastern right of way of Landfall Court intersects the southern right of way of Marsh Harbour Drive (allowing a 50' right of way);

Thence along the southern right of way of Marsh Harbour Drive north 79 degrees 42 minutes 03 seconds east for a distance of 60.00 feet to a point, said point being 15.00 feet from the common corner of Lots 89 and 90 on the right of way of Marsh Harbour Drive;

Thence crossing the right of way of Marsh Harbour Drive north 33 degrees 10 minutes 42 seconds west for a distance of 54.27 feet to a point on the northern right of way of Marsh Harbour Drive, said point being 7.50 feet from the common corner of Lots 117 and 118 on the right of way of Marsh Harbour Drive;

Thence north 10 degrees 17 minutes 57 seconds west for a distance of 175.00 feet to a point in the northern line of Lot 117, said point being 7.50 feet from the common corner of Lots 117 and 118 in the line of the Common Area and septic pump off sites;

Thence along the northern line of Lots 117 and 118 north 79 degrees 42 minutes 03 seconds east for a distance of 15.00 feet to a point in the northern line of Lot 118;

Thence south 10 degrees 17 minutes 57 seconds east for a distance of 175.00 feet to a point on the northern right of way of Marsh Harbour Drive, said point being 7.50 feet from the common corner of Lots 117 and 118;

Thence crossing Marsh Harbour Drive south 33 degrees 10 minutes 42 seconds east for a distance of 54.27 feet to a point on the southern right of way of Marsh Harbour Drive said point being the common corner of Lots 89 and 90;

Thence running parallel to Marsh Harbour Drive south 79 degrees 41 minutes 47 seconds west for a distance of 75.41 feet to a point;

Thence running parallel to the right of way of Landfall Court the following four(4) calls:

1.) curve to the left having a radius of 10.00 feet, arc of 15.71 feet, chord of 14.14 feet and a chord bearing of south 34 degrees 42 minutes 03 seconds west;

2.) south 10 degrees 17 minutes 57 seconds east for a distance of 84.10 feet;

3.) curve to the left having a radius of 10.00 feet, arc of 8.41 feet, chord of 8.16 feet and a chord bearing of south 34 degrees 23 minutes 38 seconds east;

4.) curve to the right having a radius of 65.00 feet, arc of 107.29 feet, chord of 95.52 feet and a chord bearing of south 11 degrees 12 minutes 01 seconds east to a point on the common line of Lots 91 and 92;

Thence with the common line of Lots 91 and 92 north 64 degrees 51 minutes 33 seconds west for a distance of 15.00 feet to the Point of Beginning.

(6) Common Area and Septic pump off sites designated for Lot 92:

Commencing at the northwest corner of Lot 118 as shown on the map of Cedar Key, Phase 5 as recorded in map book 30, page 352, and running with the north line of Lot 118 and the Common area and Septic pump off fields north 79 degrees 42 minutes 03 seconds east for a distance of 65.00 feet to a point in the north line of Lot 118 the Point of Beginning;

Thence a line across the Common area and Septic pump off sites north 10 degrees 17 minutes 57 seconds west for a distance of 50.00 feet to a point on the north line of Cedar Key, Phase 5;

Thence along the north line of Cedar Key, Phase 5 north 79 degrees 42 minutes 03 seconds east for a distance of 80.00 feet to a point;

Thence leaving the north line of Cedar Key, Phase 5 south 10 degrees 17 minutes 57 seconds east for a distance of 50.00 feet to a point in the north line of Lot 119;

Thence along the north line of Lot 119 and 118 south 79 degrees 42 minutes 03 seconds west for a distance of 80.00 feet to the Point of Beginning.

(7) Septic Easement for Lot 93:

Beginning at a point on the right of way of Landfall Court (allowing a 50' right of way), the common corner of Lots 92 and 93 as shown on the map of Cedar Key, Phase 5 and recorded in map book 30, page 352 in the Carteret County Registry and running the following four(4) calls with the right of way of Landfall Court:

- 1.) curve to the left having a radius of 50.00 feet, arc of 110.45 feet, a chord of 89.33 feet and a chord bearing of north 04 degrees 47 minutes 47 seconds west;
- 2.) curve to the right having a radius of 25.00 feet, arc of 21.03 feet, a chord of 20.41 feet and a chord bearing of north 34 degrees 23 minutes 38 seconds west;
- 3.) north 10 degrees 17 minutes 57 seconds west for a distance of 84.10 feet;
- 4.) curve to the right having a radius of 25.00 feet, arc of 39.27 feet, a chord of 35.36 feet and a chord bearing of north 34 degrees 42 minutes 03 seconds east to a point where the eastern right of way of Landfall Court intersects the southern right of way of Marsh Harbour Drive (allowing a 50' right of way);

Thence along the southern right of way of Marsh Harbour Drive north 79 degrees 42 minutes 03 seconds east for a distance of 60.00 feet to a point, said point being 15.00 feet from the common corner of Lots 89 and 90 on the right of way of Marsh Harbour Drive;

Thence crossing the right of way of Marsh Harbour Drive north 33 degrees 10 minutes 42 seconds west for a distance of 54.27 feet to a point on the northern right of way of Marsh Harbour Drive, said point being 7.50 feet from the common corner of Lots 117 and 118 on the right of way of Marsh Harbour Drive;

Thence north 10 degrees 17 minutes 57 seconds west for a distance of 175.00 feet to a point in the northern line of Lot 117, said point being 7.50 feet from the common corner of Lots 117 and 118 in the line of the Common Area and septic pump off sites;

Thence along the northern line of Lots 117 and 118 north 79 degrees 42 minutes 03 seconds east for a distance of 15.00 feet to a point in the northern line of Lot 118;

Thence south 10 degrees 17 minutes 57 seconds east for a distance of 175.00 feet to a point on the northern right of way of Marsh Harbour Drive, said point being 7.50 feet from the common corner of Lots 117 and 118;

Thence crossing Marsh Harbour Drive south 33 degrees 10 minutes 42 seconds east for a distance of 54.27 feet to a point on the southern right of way of Marsh Harbour Drive said point being the common corner of Lots 89 and 90;

Thence running parallel to Marsh Harbour Drive south 79 degrees 41 minutes 47 seconds west for a distance of 75.41 feet to a point;

Thence running parallel to the right of way of Landfall Court the following four(4) calls:

1.) curve to the left having a radius of 10.00 feet, arc of 15.71 feet, chord of 14.14 feet and a chord bearing of south 34 degrees 42 minutes 03 seconds west;

2.) south 10 degrees 17 minutes 57 seconds east for a distance of 84.10 feet;

3.) curve to the left having a radius of 10.00 feet, arc of 8.41 feet, chord of 8.16 feet and a chord bearing of south 34 degrees 23 minutes 38 seconds east;

4.) curve to the right having a radius of 65.00 feet, arc of 143.08 feet, chord of 115.89 feet and a chord bearing of south 04 degrees 34 minutes 21 seconds east to a point on the common line of Lots 92 and 93;

Thence with the common line of Lots 92 and 93 north 23 degrees 51 minutes 30 seconds west for a distance of 15.00 feet to the Point of Beginning.

(8) Common Area and Septic pump off sites designated for Lot 93:

Commencing at the northwest corner of Lot 119 as shown on the map of Cedar Key, Phase 5 as recorded in map book 30, page 352, and running with the north line of Lot 118 and the Common area and Septic pump off fields north 79 degrees 42 minutes 03 seconds east for a distance of 50.00 feet to a point in the north line of Lot 119 the Point of Beginning;

Thence a line across the Common area and Septic pump off sites north 10 degrees 17 minutes 57 seconds west for a distance of 50.00 feet to a point on the north line of Cedar Key, Phase 5;

Thence along the north line of Cedar Key, Phase 5 north 79 degrees 42 minutes 03 seconds east for a distance of 80.00 feet to a point;

Thence leaving the north line of Cedar Key, Phase 5 south 10 degrees 17 minutes 57 seconds east for a distance of 50.00 feet to a point in the north line of Lot 120;

Thence along the north line of Lot 120 and 119 south 79 degrees 42 minutes 03 seconds west for a distance of 80.00 feet to the Point of Beginning.

(9) Common Area and Septic Pump off Sites:

Beginning at the common corner of Lot 116 and the Common area and Septic pump off sites as shown on that map of Cedar Key, Phase 5 as recorded in map book 30 page 352 of the Carteret County Registry running with the north line of Cedar Key north 79 degrees 42 minutes 03 seconds east for a distance of 472.90 feet to a point which is the common corner of Lot 122 and the Common area and Septic pump off sites;

Thence with the aforementioned common line south 10 degrees 17 minutes 57 seconds for a distance of 50.00 feet to the northeast corner of Lot 121 as shown on the aforementioned map;

Thence along the north line of Lots 121,120,119,118, and 117 south 79 degrees 42 minutes 03 seconds west for a distance of 472.90 feet to the northwest corner of Lot 117 in the east line of Lot 116;

Thence along the common line of Lot 116 and the Common area and Septic pump off sites north 10 degrees 17 minutes 57 seconds west for a distance of 50.00 feet to the Point of Beginning.