

CC&Rs
Lands End of Emerald Isle Association Inc

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Pursuant to the authority granted by the Second Amended and Restated Protective Covenants, Lands End and Lands End West (“Protective Covenants”), your Board of Directors did amend and correct Article 13. Z.

Further, your Board of Directors did adopt the Community-Wide Standards which are included in the Lands End of Emerald Isle Association, Inc. Rules and Regulations, dated April 2012. Notice of this change to the Rules and Regulations was sent to all Lands End Owners April 22, 2011.

A copy of the Board Resolutions to Amend and Correct Article 13. Z, and to adopt the Community-Wide Standards is noted below.

CONSENT OF DIRECTORS
OF
LANDS END OF EMERALD ISLE ASSOCIATION, INC.
(A NONPROFIT CORPORATION)
TO ACTION WITHOUT MEETING

We, the undersigned, being all the directors of Lands End Of Emerald Isle Association, Inc. (the "Association"), hereby do adopt the following resolutions by signing our written consent thereto, and by the execution of these minutes, hereby do waive any and all formalities of meeting including but not limited to notice, time, date, place and purpose of said meeting.

CORRECTED PROTECTIVE COVENANT - USE RESTRICTION

WHEREAS, pursuant to Article 16 of the Second Amended and Restated Protective Covenants, Lands End and Lands End West (If Protective Covenants It), the Board of Directors of the Association shall have the power and right to amend the Protective Covenants without the joinder of any other party, for the purpose of correcting any discovered error contained therein, clarifying any ambiguity contained therein, or adding or deleting any incidental provisions deemed in the sole discretion of the Board of Directors to be in the best interest of Lands End and its Owners; and

WHEREAS, a portion of Article 13.2 of the Protective Covenants was determined to be ambiguous and void for vagueness in an unpublished decision of the North Carolina Court of Appeals; and

WHEREAS, the Board of Directors desires to amend the Protective Covenants to correct the error and clarify the ambiguity contained in Article 13.2 of the Protective Covenants regarding maintenance of Lots; and

WHEREAS, the Board of Directors shall record the corrected Protective Covenant attached hereto as Exhibit A and incorporated herein by reference ("Corrected Protective Covenant") in the office of the Register of Deeds of Carteret County.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors consents to the amendment of the Protective Covenants to correct an error and clarify an ambiguity contained in Article 13.2 of the Protective Covenants.

BE IT FURTHER RESOLVED, that the Board of Directors consents to the recordation of the Corrected Protective Covenant in the office of the Register of Deeds of Carteret County.

[SIGNATURES ARE NOT INCLUDED BUT AVAILABLE ON REQUEST]

Z. The Owner of each Lot shall maintain his lot and all structures thereon consistent with the Community-Wide Standards as determined by the Board of Directors of the Association. Failure to comply with the Community-Wide Standards shall be a violation of this Declaration if so determined by the Board of Directors of the Association and, among other things, may result in the Board of Directors of the Association declaring an Owner's property a "continuing nuisance" until such time as the nonconforming condition is rectified. All remedies, as allowed in Paragraph T. or applicable law, will apply.

CONSENT OF DIRECTORS
OF
LANDS END OF EMERALD ISLE ASSOCIATION, INC.
(A NONPROFIT CORPORATION)
TO ACTION WITHOUT MEETING

We, the undersigned, being all the directors of Lands End Of Emerald Isle Association, Inc. (the "Association"), hereby do adopt the following resolutions by signing our written consent thereto, and by the execution of these minutes, hereby do waive any and all formalities of meeting including but not limited to notice, time, date, place and purpose of said meeting.

ADOPTION OF COMMUNITY WIDE STANDARDS

WHEREAS, pursuant to Article 11 of the Second Amended and Restated Protective Covenants, Lands End and Lands End West ("Protective Covenants"), the Board of Directors of the Association shall have the power and right to establish rules and policies for use of any property within Lands End; and

WHEREAS, Article 13.2 of the Protective Covenants was amended by a Corrected Protective Covenant to provide for the establishment of "Community-Wide Standards" by the Board of Directors of the Association;

WHEREAS, the Board of Directors desires to adopt community wide standards as described in Exhibit A, attached hereto and incorporated herein by reference ("Community-Wide Standards"); and

WHEREAS, the Board of Directors shall provide written notice of adoption of the Community-Wide Standards to the Owners in Lands End pursuant to Article 11 of the Protective Covenants.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors consents to the adoption of, and does hereby adopt, the Community-Wide Standards.

[SIGNATURES ARE NOT INCLUDED BUT AVAILABLE ON REQUEST]

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

SECOND AMENDED AND RESTATED PROTECTIVE
COVENANTS, LANDS END AND LANDS END WEST

THIS SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS, dated for purposes of reference only this 6th day of May, 2002,
submitted for recordation by the
Lands End of Emerald Isle Association, Inc., a North Carolina non-profit corporation ("Association").

RECITALS:

WHEREAS, American Classic Industries, Inc., a North Carolina corporation, and its successor in interest, did record duly approved subdivision plats for Lands End and Lands End West Subdivision (hereinafter collectively "Lands End"), as more fully set out on Exhibit B of the original covenants as hereinafter recited, whereby certain property was subdivided into single family lots in a development known as Lands End; and

WHEREAS, American Classic Industries, Inc. and its successors and assigns did subject all of Lands End to the Declaration of Covenants, Conditions and Restrictions recorded in Book 368, Page 297, Carteret County Registry (the "Original Declaration"); and

WHEREAS, in accordance with the provisions of the Original Declaration, the owners of lots within Lands End did adopt the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Lands End Subdivision as recorded in Book 564, Page 203, Carteret County Registry (the "Amended Covenants"). Also, the owners of lots within Land's End did adopt the Amended and Restated Protective Covenants, Lands End and Lands End West as recorded in Book 763, Page 486, Carteret County Registry (the "Amended Covenants").

WHEREAS, the Original Covenants and the Amended Covenants are hereinafter referred to jointly as the "Covenants"; and

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WHEREAS, in accordance with the Original Covenants, Article VIII, Section 3, the Covenants may be amended twenty (20) years following its recordation by vote of seventy-five percent (75%) of the individual lot owners within Lands Ends; and

WHEREAS, the Original Covenants were recorded September 26, 1974; and

WHEREAS, the Consenting Owners include seventy-five percent (75%) or more of all of the lot owners within Lands End, and such owners have approved, effective April 27, 2002, this instrument as an amendment to the Amended Covenants; and

WHEREAS, the Association through its Board of Directors has approved this instrument, and directed that it be recorded in the Office of the Register of Deeds of Carteret County.

Recorded in BOOK 940 PAGE 485

NOW, THEREFORE, the Consenting Owners and the Association hereby adopt this instrument as the Protective Covenants for Lands End, in complete and full substitution and in replacement of and for the Original Covenants and the Amended Covenants.

1. DESCRIPTION. These Protective Covenants shall run with the land and shall bind and enure to the benefit of the owner of each Lot within Lands End, and the property made subject to these Protective Covenants is all of the property shown on those plats of Lands End as the same are described on Exhibit B attached hereto, as well as any other and additional properties previously made subject to the Original Covenants or the Amended Covenants.

2. DEFINITIONS.

A. "Association" shall mean and refer to the Lands End of Emerald Isle Association, Inc., a North Carolina non-profit corporation, and its successors and assigns.

B. "Common Area" shall mean all property made subject to these Protective Covenants other than numbered lots designated for purposes of conveyance for use as residential home sites.

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C. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of Lands End intended for conveyance for utilization as a residential building Lot.

D. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

3. COMMON AREA. The Common Area shall be owned, maintained and managed by the Association. Subject to the limitations contained herein, each and every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot. Notwithstanding this right and easement, the Association shall have the following rights and obligations, all of which may be exercised by action duly taken by the Board of Directors of the Association, without joinder of any Owner (except as specified herein):

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

B. The right of the Association to limit the number of users of any Common Area at any one time.

C. The right of the Association to limit access to the Common Areas so that the free and unrestricted use thereof is not available to others than Owners and their immediate family members as may be necessary to protect the right of reasonable utilization of the Common Areas by Owners and their immediate family members, but no such restriction shall deny utilization of roads and streets to all persons entitled to access to any residential Lot or Common Area within Lands End.

D. The right of the Association to grant easements, rights-of-way or other use rights over any Common Area when deemed by the Board of Directors of the Association to be in the best interest of the Association or one or more of the Owners.

E. The right of the Association by action of its Board of Directors to pledge or encumber any Common Area other than roads and streets for the purpose of procuring funds to make improvements to the Common Area.

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F. The right of the Association to make and adopt rules and regulations designed to protect the health, safety and welfare of the Owners and to protect and maintain the condition and function of the Common Areas.

G. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes as it may deem to be in the best interest of the Association or any one or more of its owners, except that no Common Area may be conveyed to a third party without consent of a minimum of two-thirds (2/3) of the total number of individual Lot Owners within Lands End unless such conveyance is made to any adjoining owner and is of a "de minimus" amount of land which does not significantly impact the value or function of the retained Common Area, in which case the Board of Directors may approve such conveyance; however, "de minimus" is defined as a portion of such insignificance as to not affect the use or value of adjacent common area.

H. The right of the Association to deny the right of access to or utilization of any Common Area to any Owner (and anyone claiming utilization rights through any Owner) upon failure of said Owner to pay all dues and assessments owed to the Association within ninety (90) days of the due date for such payment. This restriction may not, however, deny the right of access over and across any road or street whose utilization is necessary to allow access to a Lot within Lands End.

4. DELEGATION OF USE An Owner may delegate to their spouse, siblings, children or grandchildren the right to utilize Common Areas on the same basis as such rights are reserved to the Owner. No other delegation of such rights shall be allowed except that delegation may be made, subject to rules, and policies adopted by the Association, to any person entitled to overnight occupancy of any residential home on a Lot within Lands End.

5. RESTRICTIONS ON RENTALS. Lands End is primarily a first and second home residential community. The Common Areas and the amenities constructed thereon have been designed for utilization by Owners. Therefore, no Lot within Lands End may be utilized for rental purposes unless the Owner complies with the following conditions and restrictions:

A. No rental term to a single user or group of users shall be for a period of less than fourteen (14) days;

B. There must be a written Rental Agreement executed between the Owner (or the authorized rental agent) and the tenant, which must be in a contract form approved by the Association;

C. To the extent that the Owner utilizes a rental agent, the Owner must execute a written Listing Agreement with the Rental Agent, which listing agreement must be in a form approved by the Association;

D. A copy of each such executed Listing Agreement shall be provided to the Association;

E. A copy of each Rental Agreement shall be provided to the Association by the tenant at such time as the tenant first gains access to Lands End for purposes of occupancy of the rented living unit;

F. The Owner shall be responsible fully for the conduct of the renters;

G. The Rental Agreement and the Listing Agreement must specifically delegate to the Association the right to summarily evict any renter not abiding by the rules and regulations of the Association, with all costs of such eviction being borne by the owner; and

H. All such written instruments must delegate to the Association, acting by and through its duly appointed officers, the right to act on behalf of the owner to enforce Association rules and regulations in regard to any renter, with specific authority for the Association to evict summarily any renter not abiding by the rules and regulations of the Association.

To the extent that any Owner fails and refuses to abide by the restrictions and conditions contained herein, said Owner may be prohibited by the Association, upon notification given to said owner by the Association, from allowing any rental utilization of the Lot owned by said Owner. Furthermore, the Association shall have and is specifically reserved and hereby granted the right by each and every Owner to prohibit the utilization by any Owner of a rental agent found by the Association to fail to make due and diligent effort to comply fully with the rules and regulations imposed by the Association relating to renters.

6. ASSOCIATION. The Owner or Owners of every Lot shall be a voting member of the Association. However, only one (1) vote shall be allowed per Lot; to the extent that there is more than one (1) Owner of any one (1) Lot, said Owners shall determine among themselves, and designate, one (1) voting member, which voting member shall cast the vote allocated to said Lot. If the Owners cannot agree among themselves, the Board of Directors of the Association shall determine and designate a voting member from among the Owners of the Lot. The Association shall be governed by a Board of Directors, selected by vote of the members in accordance with the provisions set out herein and in accordance with the ByLaws of the Association. The Association shall operate and do business in accordance with the provisions contained herein and its By-Laws.

7. RESPONSIBILITIES. The Association shall have the responsibility for maintaining in good condition all Common Areas within Lands End, including all streets, and further including all improvements and facilities constructed on any Common Area. The Association shall specifically have the right to remove, construct, improve or otherwise alter any facilities or improvements on any Common Area as determined by the Board of Directors of the Association to be in the best interest of the Association.

The Association shall have the obligation to provide for itself and for the benefit of the Owner of each Lot all necessary professional services to promote the proper maintenance of all Common Areas and to provide the smooth, proper and legal administration of the Association. These services may include services of an engineer, lawyer, accountant or other professional. The Association is specifically authorized to provide other incidental services for the benefit of Lands End and its Owners and in the management of the Association as deemed reasonably necessary by the Board of Directors of the Association, and to purchase insurance deemed necessary by the Board of Directors of the Association.

8. ASSESSMENTS. In order to fund its obligations, the Owner of every Lot is obligated and bound, whether or not expressly stated in any instrument of conveyance, to pay to the Association the following:

A. Dues;

B. Special assessments; and

C. Interest on overdue funds and penalties, as specifically authorized by these Protective Covenants.

All such dues and assessments, together with any interest thereon, shall be a charge on the land and shall be a continuing lien upon the Lot against which such dues and assessments are made. Liens shall be perfected in the manner of a mechanic's or materialman's lien under North Carolina General Statutes, and any lien for dues unpaid shall be filed within nine (9) months after the due date of the payment of such charge. The due date shall be the first day of the fiscal year of the Association, as to dues; the Association shall reserve the right, however, to allow collection of dues on a semi-annual or quarterly basis, with the due date of each such installment being the first date of the requisite and designated period. The due date of any special assessment shall be the date established upon approval of the special assessment as the date for payment thereof. Any such lien may be enforced in the manner of a deed of trust with power of sale, as allowed by North Carolina General Statutes, through a foreclosure proceeding. This instrument shall be deemed to give to the Association said power of sale.

The Board of Directors of the Association shall, for each fiscal year of the Association, adopt a budget for the Association. The dues payable by each owner shall be as allocated hereinafter as necessary to fund the budget of the Association. The dues shall not be increased more than 10% per annum. Written notice of the dues shall be sent to each member at least fifteen (15) days prior to the due date for payment of such charge. The Board of Directors shall conduct at least two review meetings for the proposed budget so that interested association members may attend and be allowed to comment on the budget prior to its completion and approval by the Board of Directors.

The Board of Directors, in establishing the Annual Budget, shall designate therein a sum to be collected and maintained as a Capital Reserve Fund, which Capital Reserve Fund shall be for the purpose of enabling the Association to maintain, repair, improve or replace structural elements and mechanical equipment constituting an existing part of the Common Areas as well as the replacement of personal property which may constitute a portion of the Common Areas. In addition, such Capital Reserve Fund shall make provision for certain new Capital Improvements as are forecast to be necessary to enhance or protect the functionality or aesthetics of Common Property Facilities. The amount to be allocated to the Capital Reserve Fund may be established by the Board of Directors so as to collect and maintain a sum reasonably necessary to anticipate the need for repair, maintenance and replacement of existing capital improvements to the Common Areas and certain new capital improvements as are forecast to be necessary to enhance or protect the functionality or aesthetics of Common Property Facilities. The Capital Reserve Fund shall be maintained in a separate account by the Association and such monies shall be used only for periodic maintenance, repair and replacement of capital improvements to the Common Areas. The Capital Reserve Fund shall be maintained out of the general assessments assessed against the members. Any interest earned on monies in the Capital Reserve Fund shall not be expended for daily operation, management and maintenance of the Association and Common Areas and shall be reinvested in the Capital Reserve Fund. In addition, the retained portion of Construction and Road usage Bonds shall be deposited only to the Capital Reserve Fund for the express purpose of Road Maintenance. The basis for the Capital Reserve Fund planning shall be a ten-year Capital Requirements Forecast, updated each year for the budget review process referenced above.

The dues shall be used for general administrative purposes of the Association, including, but not limited to, the payment of any required income tax, the payment for preparation of Association tax returns, the employment of professional assistance, the procurement of necessary office supplies and postage, as well as the operation and maintenance of the Common Areas, including the employment of

necessary contract labor or personnel, and all incidental charges thereto. The Association shall specifically be authorized to collect reserves for the purpose of replacing depreciable assets owned by the Association.

In addition to the dues, the Association may levy in any fiscal year one (1) or more special assessments payable on a date specified in the resolution approving the assessment. Any such Special Assessment may be used for any purpose for which dues may be expended, and may further be utilized for purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of improvements upon any Common Area, including the acquisition of fixtures or personal property related thereto. No special assessment shall be levied, however, unless approved by vote (either in a meeting or in a vote conducted by mail) of a minimum of two-thirds (2/3) of those members casting votes after due notice and opportunity to cast votes is given to all Owners. Due notice shall be deemed a mailing addressed to the last known address of each Owner, specifying the purpose for the requested special assessment, the amount of such special assessment, the proposed due date for payment of such special assessment, and the date by which each vote must be cast. This notice must be mailed a minimum of fifteen (15) days prior to the date by which such vote may be cast, and must be sent by first class mail, postage prepaid.

9. IMPROVED LOTS. An Improved Lot shall be deemed each and every Lot for which a bond for construction as authorized by Paragraph 13.S. of these Protective Covenants has been posted with the Association, with the dues payable for said Improved Lot being due and payable effective as of the next quarterly due date for the payment of dues. Notwithstanding any other provision of these Covenants, the dues established for the Owner of each Unimproved Lot shall be an amount equal to two-thirds (2/3) of the dues payable by the Owner of an Improved Lot.

When an Owner owns contiguous Lots, the number of Improved Lots shall equal the number of living units constructed on said Lots, with all other Lots being considered Unimproved Lots. If an Owner owns a lot plus a portion of a contiguous Lot, the Association shall be entitled to equitably pro-rate the dues for such divided lot among its owners.

10. ENFORCEMENT AND COLLECTION. These Protective Covenants, including any amendment hereto, may be enforced by any individual Owner or by the Association, upon action taken by its Board of Directors. Appropriate remedies shall include, but are not limited to, specific performance. Any action to enforce these Protective Covenants, including any action to collect dues or assessments, or to foreclose upon any real property for non-payment of such dues or assessment, all costs associated with said collection, including court costs and reasonable attorneys fees, shall be collected as an additional assessment. In addition, interest at the rate of one and one-half percent (1 ½%) per month shall be assessed as of the due date of any payment of any charge owed to the

Association, except that, to the extent that any payment is received within thirty (30) days following its due date, the interest due and payable from the due date of the payment through the date of receipt of payment shall be waived. Interest shall be computed at all times on the unpaid balance, including interest, penalties and fees.

Furthermore, the Association is specifically given the right to deny access to any Common Area other than roads and streets to any owner failing to pay any dues or assessment within ninety (90) days of the date when due. This action shall be effective upon the giving of written notice to the delinquent Owner of the decision of the Association to deny access to one or more Common Areas specified in such notice. Furthermore, no owner more than ninety (90) days delinquent in the payment of any dues or assessments shall be entitled to vote on any matter before the Association, and no such delinquent Owner shall be considered in determining the total number of Lots or the total number of owners as may be required for computation of any required voting total as necessary for approval of any action taken by the Association or its membership.

11. RULES AND POLICIES. The Board of Directors may from time to time establish rules and policies for use of any property within Lands End in order to protect the value of lots and the aesthetic qualities of the community. All such rules and policies shall be effective after written notice of adoption is mailed to the record owners of all lots as of the date of the adoption of such rules and/or policies. All such rules and policies shall be enforceable as though set out within these protective covenants.

12. ARCHITECTURAL CONTROL COMMITTEE. The Association shall have a standing committee designated as its Architectural Control Committee (the "Committee"). The Committee shall consist of a minimum of three (3) owners, and shall be appointed annually by the Board of Directors of the Association. A Chairman shall be appointed from among the membership of the Committee by the Directors of the Association. The Chairman shall not be a member of the Board of Directors of the Association. No more than one (1) member of the Board of Directors of the Association shall serve on the Committee.

No substantial site modification or construction of any structure, improvement or impervious surface (including any reconstruction or remodeling of the exterior of any such improvement or structure) shall be undertaken without prior approval of the Committee. Approval is required, by way of illustration but not by way of limitation, as to the construction or reconstruction of all living units, garages, fences, walls, patios, decks, water source or irrigation wells, dog houses, pump houses or swimming pools. Substantial site modification shall mean and include the removal of any tree with a diameter of three inches or greater measured two feet above normal grade at its base, the clear cutting of any vegetation over thirty percent (30%) or more of the gross area of any Lot, or the alteration by more than six inches of the natural grade of twenty percent (20%) or more of any Lot. Any such grade alteration shall require the property owner to submit an engineering report indicating topographical

grade changes to include any impact, with proposed remediation, of view impairment and water runoff to other lots or common property. A firm acceptable to the Board of Directors shall prepare this report.

Each Owner shall require that the professionals employed by such Owner to design improvements for his or her Lot, prior to commencement of such design, contact a representative of the Architectural Committee for a copy of the rules, standards and objectives of the Association regarding site improvements within Lands End.

At least twenty-one (21) days prior to the anticipated commencement of any work requiring Architectural Committee approval, the Owner of such Lot (or his duly appointed agent) shall submit to the Committee a survey of the Lot, which survey shall show each Lot corner. There shall further be shown on said survey any proposed grade changes, estimated fill required, the location of all proposed and existing structures or improvements, including driveways, bulkheads, piers, patios, decks, wells and any other structures requiring Committee approval. There shall further be provided sufficient building elevations, and other site plans, including a statement of exterior building materials and proposed exterior colors, to allow the Committee to appropriately and accurately evaluate what is proposed for construction on the Lot, including the footprint of the structure, the exterior appearance of the structure, the height of the structure, and all other site improvements, including landscaping, relating to the structure. The location of the proposed well and septic tank, including drain fields, shall also be delineated. The survey shall be professionally prepared as to new construction, but renovating modification of previously prepared plans may be submitted for minor improvements or minor landscape changes. There shall be submitted two (2) copies of all information required to be submitted.

At least twenty-one (21) days after receipt of all required information, the Architectural Committee shall submit in writing to the applicant whether or not the requested improvements are approved. Unless a response is given within twenty-one (21) days, the plans as submitted shall be deemed denied. The response of the Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the twenty-one (21) days time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed approval by the Owner of the Lot as to the conditions imposed. Construction must be completed substantially in conformity with the approved plans; any substantial deviation from the approved plans must be submitted to, evaluated by and responded to by the Committee utilizing the same procedures as outlined for submission of plans within this paragraph, except that the Committee shall use good faith and best efforts to respond to changes in ongoing construction in a way so as to minimize any delays in the construction process.

Any decision other than a request for additional information by the Architectural Control Committee may be appealed in writing by hand delivery or certified mail, return receipt requested, to the Board of Directors no later than 10 days after receipt of the written decision of the Architectural Control Committee. The date of receipt shall be the actual date of delivery or two days after delivery to the U.S. Mail. The Board of Directors shall apply the same standards as the Architectural Control Committee, and said appeal shall be de novo, in that the Board of Directors shall review all documents and information and make its own decision.

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The Committee shall approve the plans as submitted if all required information is submitted, and the following affirmative findings are made by the Committee:

A. That the improvements sought to be constructed will not have negative economic impact on any other Lot within Lands End;

B. That all required specific building standards and other conditions contained within these Protective Covenants have been satisfied;

C. That, to the extent known to the Committee, all required preconditions to construction imposed by any governmental agency have been satisfied;

D. That the improvements are architecturally and aesthetically compatible with proposed or constructed improvements on other Lots within Lands End; and

E. That the natural features of the Lot have been retained to the maximum extent feasible.

All notices, except as hereinbefore provided, required to be given herein shall be given in writing, hand delivered or mailed, and the Committee shall be obligated to specify the particular grounds upon which denial of any application is founded. One set of plans, denoted as approved (or approved with specific conditions) shall be retained by the Committee and the other shall be returned to the applicant.

13. USE RESTRICTIONS.

A. All numbered Lots may contain only one primary residential structure, which structure shall be used only for one (1) or two (2) family residential purposes. No home or other structure constructed within Lands End on a numbered Lot shall be utilized for commercial purposes.

B. Cedar, or 40-year architectural grade asphalt shingles shall be utilized as the roofing material unless the Committee specifically approves following submission of particular building plans an alternative material based on the fact that said material is of comparable appearance and is likely to have an equal or greater useful life. Other roofing material may be acceptable so long as it appears uniform in appearance color and comparable aesthetic appeal as those already in existing in Land's End and has as long a life expectancy as any other material utilized in previous construction in Land's End.

C. All homes shall include cedar, stucco, or woodgrain Hardie-plank siding, unless the Committee determines that an alternative siding material is of comparable appearance and is likely to have an equal or greater useful life. Other siding material may be acceptable so long as it

appears uniform in appearance color and comparable aesthetic appeal as those already existing in Land's End and has as long a life expectancy as any other material utilized in previous construction in Land's End.

D. There shall be no exposed pilings, duct work, plumbing or other such pipes on or appurtenant to any living unit or other structure. All such items shall be screened from view so as not to be seen from any living unit or from any Common Area, unless the Committee determines there is no practical alternative to the exposure of any such material.

E. All driveways shall be paved with either asphalt or concrete or other high quality paving material deemed by the Committee to be acceptable and of comparable quality unless the Committee determines that this requirement shall pose a hardship due to the unusual topography or condition of a Lot.

F. A five (5) post pedestal shall be the approved design for mail boxes.

G. Once construction of a living unit has commenced, construction shall proceed with reasonable commercial due diligence until completion.

H. No living unit may be occupied until a certificate of occupancy has been issued by the appropriate regulatory officials and construction of such living unit, including approved landscaping, is substantially complete. The landscaping requirement may be waived by the Committee only upon a finding that, due to unusual circumstances, such as weather or seasonal conditions that make it impractical for landscaping to be complete prior to occupancy.

I. No structure of a temporary nature or any mobile home, trailer, shack, tent, detached garage, barn, temporary or permanent storage building, or other outbuilding may be erected or placed on any Lot; provided, however, this restriction shall not preclude temporary storage facilities for the sole purpose of protecting materials during construction of a dwelling on a Lot provided that said temporary storage facility shall be removed from the Lot upon completion of construction.

J. All living units shall be set back a minimum of thirty feet from the abutting right-of-way which is determined by the Committee to be the front yard for the living unit. There shall be no other setbacks other than those imposed by the Town of Emerald Isle or as shown on the recorded subdivision plat of any Lot.

K. All living units shall contain a minimum of 1,500 square feet of enclosed living area. The term "enclosed living area" as used herein shall mean the total heated enclosed area within a dwelling, exclusive of garages, terraces, and like area.

L. Any material change in exterior color of any living unit shall require approval of the Committee.

M. No sign, including any "for rent" or similar sign, shall be allowed on any Lot, or shall be placed so as to be visible from any street, unless specifically authorized herein.

N. No "for sale" sign shall be allowed, unless said sign is of a size no greater than four square feet in size, and the number of such signs shall be limited to one sign per adjoining road front, each such sign to face a different road. No such sign shall remain on any Lot, or shall be placed so as to be visible from any street, prior to a valid and binding listing agreement being signed with the broker placing said sign on the Lot (unless the sign reads "for sale by owner"), and any such sign must be removed within three (3) business days following the execution of a valid contract of sale for the Lot upon which such sign is located, regardless of whether or not the purchase contract contains any conditions. All "for sale" signs must be constructed of materials and in a style approved by the Committee.

O. One (1) construction sign denoting one (1) or more contractors may be located on any Lot during and only during the period of construction of improvements on the Lot. Such sign may be no more than four square feet in size.

P. Identification signs containing only the name of a property owner and identification numbers identifying a property shall be allowed, but only in accordance with standards as to size, location and materials approved by the Committee.

Q. The Association may erect or install on Common Areas signs for purposes of identification, information, direction or warning.

R. All light bulbs or other lights installed in any fixture located on the exterior of any structure or otherwise on any Lot shall be clear, white, or non-frost.

S. During construction or repair or maintenance occurring on any Lot, the Owner of the Lot shall be required to ensure that construction vehicles access the Lot only from the approved driveway site as shown on the approved house plans for construction on the Lot, so as not to damage paved streets, rights-of-way, vegetation or contiguous lots. The Owner shall further be responsible for ensuring that the contractor or others performing work on the Lot maintain the Lot in a clean and slightly condition during the period of construction, removing all debris, stumps, litter and scrap building materials from each Lot as frequently as necessary to cause compliance with the provisions of these Protective Covenants. All such debris shall be removed to an approved dumping site remote from Lands End. In order to ensure compliance with this provision, a non-interest bearing construction bond in an amount uniformly determined by the Board of Directors from time to time [but not to exceed FIVE THOUSAND DOLLARS (\$5,000.00)] shall be posted prior to any construction activity on any Lot by the Owner or his agent. Twenty percent (20%) of the deposit shall be retained by the Association for general road repair. The balance will be returned when construction, including landscaping, is complete, except that any amount required to be expended to repair specific damage to roads, landscaping or Common Areas shall be retained by the Association, and an accounting therefore shall be given to the Owner. If fill in excess of five loads is required, a separate Road Usage Fee will be assessed and a Fill Bond required.

T. No activity, whether active or passive, that is reasonably considered a nuisance by the Association shall be allowed on any Lot. This prohibition includes any activities

within any structure, on any Lot or on any street or Common Area. The Association is specifically granted authority to adopt rules regarding conduct and use of any Lot or Common Area; however, the Association may find any conduct or use of a Lot to be a nuisance notwithstanding the fact that such conduct is not specifically prohibited by an adopted rule. If any conduct is deemed by the Association to be a nuisance, and to the extent that such conduct is not specially prohibited by the provisions of these Protective Covenants or by an adopted rule, the Association shall give written notice to the offending Owner specifying the nature of the nuisance and requesting that such nuisance be terminated. If such nuisance is not terminated within a reasonable time thereafter, the Association may, in addition to any other remedy, impose a fine in the amount of ONE HUNDRED DOLLARS (\$100.00) per violation. If the nuisance is of a continuing nature, a separate violation shall be considered made each day the nuisance continues. All such fines may be collected in the same manner as an assessment as more fully specified herein, and all attorneys fees incurred may be collected by the Association.

U. All outdoor poles, clothes lines and similar equipment shall be so placed or screened by shrubbery so as not to be visible from any street, waterway or Common Area. No artificial screening materials may be utilized unless approved by the Committee.

V. No animals (including birds or fowl) shall be kept or maintained on any Lot except dogs, cats and birds maintained as domestic pets, which domestic pets may be kept on any Lot in reasonable numbers, but only for the purpose of maintaining a household pet, and for no commercial use or purpose. All such pets must be kept within an enclosure or on lead at all times and the

Association shall have full authority to cause the removal of such pets if, because of barking or improper control, such pets become a nuisance to Owners.

W. No boat, boat trailer, other trailer, camper, recreational vehicle, utility vehicle or truck (to the extent that a truck is rated as a one ton truck or larger) shall be allowed to remain on any street right-of-way or on any Common Area overnight. No stripped, partially wrecked or junk motor vehicles, or parts thereof shall be permitted to be parked or kept within Lands End overnight. No rental trucks or trailers shall be parked overnight without approval from a member of the security committee.

X. There shall be no exterior antenna for receiving and sending any signals unless the same has been approved by the Committee as to size and location, which approval shall only be granted if such antenna is substantially screened from any Common Area or any other Lot, or is otherwise deemed unobtrusive by the Committee.

Y. The only garbage or trash receptacles allowed shall be those approved by the Town of Emerald Isle.

Z. The owner of each Lot shall maintain his lot and all structures thereon in a clean and sightly condition, and shall cause such lot to be mowed, all structures to be painted and cared for so as to maintain a compatible aesthetic appearance with other well-maintained lots and structures. Failure to comply may result in declaring such property a "continuing nuisance" until such time as the condition is rectified. All remedies, as allowed in Paragraph T., will apply.

AA. No construction on any Living Unit shall be allowed on any Sunday or holiday except upon approval of the Association in an emergency.

AB. The Association has and reserves specifically the authority to regulate or prohibit the utilization on any Common Area, including street rights-of-way, of motorized vehicles operated by non-licensed drivers.

THE OWNER OF EVERY LOT IS RESPONSIBLE FOR ANY VIOLATION OF THESE PROTECTIVE COVENANTS BY ALL AGENTS AND GUESTS OF THE OWNER.

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14. EASEMENT.

A. Each Owner shall maintain each and every easement on his Lot as shown on any recorded plat of Lands End in an unobstructed condition so that the purpose for which said easement was reserved shall not be impeded or impaired.

B. The Association shall have the right of unobstructed access at all reasonable times to all Lots as may be reasonably necessary to carry out its duties and functions, but no right of access within any living unit is hereby granted unless such is necessary in the event of emergency to protect endangered property or to adequately promote the security of Lands End or the living unit entered.

15. RESUBDIVISION. Prior to decreasing the size of any Lot in Land's End, no resubdivision of any single Lot shall be allowed, if any resulting Lot would be smaller in size than the smallest Lot already existing in Land's End, except that nothing contained herein shall prohibit the owner of a Lot from conveying by deed or easement a portion of a Lot to the owner of an adjoining Lot. Nothing contained herein shall prohibit conveyance of more than one (1) Lot, or portions of contiguous lots, as long as the resulting Lot or Lots are greater in size than the smallest existing Lot in Land's End. The deed of conveyance of any such resubdivided or recombined Lots shall restrict the construction thereon to one (1) living unit per redivided Lot, so that the maximum number of living units which can be constructed within Lands End shall not increase. Notwithstanding any resubdivision, and except as specifically approved by the Association upon a finding that a lot is unbuildable, resubdivision shall not result in reduction in the total number of Lots within Lands End for purposes of the payment of dues. Should any Lot be determined to be unbuildable, and should such Lot then be deeded to the Association as a Common Area, by document duly recorded in the Office of the Register of Deeds of Carteret County, there shall be no further dues owed from the date of such recordation. Notwithstanding the foregoing, no resubdivided Lot shall be smaller than the minimum lot size required by the Town of Emerald Isle from time to time.

16. MINOR AMENDMENT. The Association shall be allowed to amend these Protective Covenants, notwithstanding any other provision contained herein, and without joinder of any other party, for the purpose of correcting any discovered error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of the Board of Directors of the Association to be in the best interest of Lands End and its Owners. This right may be exercised, and shall be effective, only upon the recordation of a "Corrected Protective Covenant" in the Office of the Register of Deeds of Carteret County, which Corrected Protective Covenant shall specifically reference this document, and the provision impacted.

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The portion of Protective Covenants that deals with “11. Rules and Policies” and “13. Use Restrictions” shall be subject to periodic review and revised as necessary by a majority of the Board of Directors and are not to be subject to amendment under Section 18 hereinafter set out.

17. BINDING EFFECT. This Amended Protective Covenants shall be binding on all Owners of all Lots within Lands End, as well as their heirs, successors and assigns.

18. AMENDMENT. These Protective Covenants shall remain in full force and effect until amended or terminated by the Owners. These Protective Covenants may be amended at any time upon affirmative vote of the Owners of sixty-six and two-thirds (66 2/3%) of the Lots within Lands End, which Owners are entitled to vote. All issues affecting the membership will be voted at special meetings called for the specific purpose related to that vote. All votes by secret ballot or proxy are to be kept confidential by the secretary of the Association or any person working under said Secretary or the Association’s Attorney. Said Amendment may be evidenced by written amendment executed only by the Association, which amendment shall be recorded in the Office of the Register of Deeds of Carteret County, and which amendment shall specify an effective date, which shall not be prior to the date of recordation. The Association shall maintain for a minimum period of three (3) years following the effective date of any amendment all voting records evidencing approval by the requisite number of the Owner of Lots within Land End. Thereafter, it shall be conclusively presumed that the amendment was properly adopted by the membership of the Association.

19. SEVERABILITY. Invalidation of any one or more of the particular provisions of these Protective Covenants by judgment entered in a court of competent jurisdiction shall in no way effect the validity or enforceability of any other provision herein.

20. NOVATION. As of the effective date of these Protective Covenants, the Original Covenant and the Amended Covenant shall have no further force and effect except as to violations thereof to the extent such violations are also violations of these Protective Covenants, in which case the Association may pursue (or continue to pursue) appropriate remedies therefore.

IN WITNESS WHEREOF, the Association has caused these Protective Covenants to be executed by its President, and attested by its Secretary, following approval given by duly taken vote of the Owners within Lands End, which Owners are more fully set out on Exhibit A attached hereto.

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LANDS END OF EMERALD ISLE ASSOCIATION, INC.

BY: Mary Helen M. Casey PRESIDENT

Mary Helen M. Casey

ATTEST:

Jimmie Lue Rutter SECRETARY

Jimmie Lue Rutter

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Paula G. Williams , a Notary Public in and for the above-named State and County do hereby certify that personally appeared before me this day Mary Helen M. Casey , _____ who being by me duly sworn, says that he is the President of Lands End Association of Emerald Isle, Inc. And that he knows that Jimmie Lue Rutter is the Secretary, and that he knows the common seal of the said corporation; that the corporation's name was subscribed to the within document by him as President and was attested by its Secretary, with its corporate seal thereto affixed, and all by instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, the 6 day of May , 2002.

Paula D. Williams Notary Public

My Commission Expires: 7/12/03 .

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