

NORTH CAROLINA
DARE COUNTY

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DECLARATION OF UNIT OWNERSHIP

SEA COLONY CONDOMINIUMS
Duck, North CarolinaALVA G. WISE
REGISTER OF DEEDS
DARE COUNTY, N.C.

Sea Colony Ltd., a North Carolina Limited Partnership, herein called the Developer, does hereby state and declare:

SECTION 1. STATEMENT OF SUBMISSION.

A. The Developer is the record owner of the land hereinafter described and hereby declares and submits the same to the condominium form of ownership and use in accordance with Chapter 47A of the General Statutes of North Carolina, entitled "Unit Ownership Act."

1. The name by which this condominium is to be identified is Sea Colony Condominiums located in Duck, Atlantic Township, Dare County, North Carolina.
2. The legal description of the land which is included in and submitted to condominium ownership; located near Duck, Atlantic Township, Dare County, North Carolina, is attached hereto as Exhibit A, composed of page A-1, A-2 and A-3 as set forth hereafter.

SECTION 2. DEFINITIONS. All terms shall have the meaning as set out in Chapter 47A of the General Statutes of North Carolina and, in addition thereto and for clarification, the following terms shall have the following meanings:

- A. "Apartment unit" means "condominium unit" or "unit" and is synonymous therewith as defined in G.S. 47A-3(12).
- B. "Association" or "association of unit owners" means all of the unit owners acting as a group in accordance with the Bylaws and Declaration. This term means Sea Colony Condominiums Association, Inc., a non-profit corporation organized and existing under the laws of North Carolina.
- C. "Articles" means the Articles of Incorporation of Sea Colony Condominiums Association, Inc.
- D. "Common Area" or "common elements" means all that portion of the condominium property which is not included in the individual condominium units and as further defined in G.S. 47A-3(2), except those items listed in paragraphs 'C' and 'H' therein, unless specifically set out in this section.
- E. "Common expenses" means expenses for which the condominium unit owners are liable to the Association as defined in the North Carolina Unit Ownership Act and in the condominium documents and includes:
 1. All sums lawfully assessed against the unit owners by the association of unit owners;
 2. Expenses of administration, maintenance, repair or replacement of the common areas and facilities and association owned property;

Prepared by & return
Starkey Sharp
Attorney at Law
Kitty Hawk, NC

3. Expenses agreed upon as common expenses by the association of unit owners;
 4. Expenses declared common expenses by the provisions of Chapter 47A of the General Statutes, or by the Declaration or the Bylaws;
 5. Hazard insurance premiums, if required.
- F. "Bylaws" means the Bylaws of Sea Colony Condominiums Association, Inc.
- G. "Common profits" means the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.
- H. "Condominium" means the ownership of single units in a multi-unit structure with common areas and facilities.
- I. "Declaration" means the instrument, duly recorded, by which the property is submitted to the provisions of Chapter 47A of the General Statutes, as hereinafter provided, and as such Declaration from time to time may be lawfully amended.
- J. "Limited common areas and facilities" means and includes those common areas and facilities which are agreed upon by all the unit owners to be reserved for the use of a certain number of units to the exclusion of the other units.
- K. "Majority" or "majority of unit owners" means the owners of more than fifty percent (50%) of the aggregate interests in the common areas and facilities as established by the Declaration, assembled at a duly called meeting of the unit owners.
- L. "Person" means individual, corporation, partnership, association, trustee, or other legal entity.
- M. "Property" means and includes the land, the building, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended to be submitted to the provisions of this chapter.
- N. "Recordation" means to file of record in the office of the County Register of Deeds in the county where the land is situated in the manner provided by law for recordation of instruments affecting real estate.
- O. "Unit" or "condominium unit" means an enclosed space consisting of one or more rooms occupying all or part of a floor in a building of one or more floors or stories regardless of whether it be designed for residence, for office, for the operation of any industry or business, or for any other type of independent use and shall include such accessory spaces and areas as may be described in the declaration, such as garage space, storage space, balcony, terrace or patio, provided it has a direct exit to a thoroughfare or to a given common place leading to a thoroughfare.
- P. "Unit designation" means the number, letter or combination thereof, designating the unit in the declaration.
- Q. "Unit owner" means a person, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns a unit within the building.

- R. "Building" means a building, or a group of buildings, each building containing one or more units, and comprising a part of the property; provided that the property shall contain not less than two units.

SECTION 3. THE DESCRIPTION of the building is set forth on an attachment to this Declaration labeled Exhibit B-1.

SECTION 4. APARTMENT DESIGNATION is set forth on an attachment to this Declaration labeled Exhibit B-2.

SECTION 5. COMMON ELEMENTS AND AREAS AND EXPENSES RELATED THERETO.

A. The general common elements or areas located in Sea Colony Condominiums shall be as follows:

1. All of the land in the premises above described in Section 1 hereof, including all appurtenant rights thereto, shall be general common elements. All facilities located underground shall be general common elements, including any septic tank installation and associated pumps, pipes, tanks, drainfields and lines, and waste treatment facilities and systems associated therewith.
2. At the ground level and extending thereupwards, all of the area of said premises not included in the condominium units as described in Section 4 hereto and all facilities not located in said condominium area, shall be general common elements.
3. Any lighting facilities, equipment and wiring installed to illuminate the above general common elements and all electric lines, both primary and secondary, leading to but exclusive of the individual unit electric meter, shall also be general common elements. The electric meter attached to each unit is hereby declared to be a part of said unit and not a general common element.
4. In addition, those items set out in G.S. 47A-3(2), except as herein reserved or excepted, shall be general common elements.
5. Also included as general common elements are water supply lines to the individual common units, vent lines, plumbing facilities, sanitary sewerage lines, waste pipes and vents, located outside the individual condominium units.

B. Each condominium unit or apartment owner shall own a share in the common elements and in any surplus funds possessed by Sea Colony Condominiums Association, Inc., and shall be liable for the common expenses in accordance with a schedule set forth on an attachment to this Declaration labeled Exhibit C.

SECTION 6. LIMITED COMMON ELEMENTS OR AREAS. There are no limited common elements or areas in Sea Colony Condominiums.

SECTION 7. EASEMENTS.

A. Perpetual Non-Exclusive Easement in Common Areas. The common elements or areas shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement, which easement is hereby created in favor of all of the apartment or unit owners in the condominium for their use and for the use of their immediate families, guests, invitees and licensees, and for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. In addition, this said easement shall run in favor of the Developers, the condominium Association, and all unit owners and may be used for ingress and egress, for the providing of electric power, telephone, sewer, water and other utility services and lighting facilities, including but not limited to television transmission facilities, security services, and facilities connected therewith.

B. Encroachment Easement. The entire condominium property, including common areas and individual condominium units or apartments shall be subject to easements or encroachments which now exist or hereafter may exist, caused by the settlement or movement of the building, or caused by minor inaccuracies in construction or reconstruction, which encroachments shall be permitted to remain undisturbed and which said easement shall run in favor of each individual condominium unit owner, the Association, and the Developer.

SECTION 8. STATEMENT OF PURPOSE AND RESTRICTIONS AS TO USE.

A. Sea Colony Condominiums is a resort type condominium and shall be used for single family residences, vacation or resort living units by the owner, his family, servants and guests, or tenants and lessees, their servants and guests, and for no other purposes. No condominium unit may be used for a commercial, professional or home business enterprise or as a hotel or motel, provided, however, that this section will not prevent any unit owner from renting or leasing his condominium unit either himself or through his agent, nor shall it prohibit sale of different time intervals of ownership in each unit by the owner thereof.

B. Each condominium unit is subject to alienation, mortgage or transfer as in any other real property located within the State of North Carolina.

C. The space within any of the condominium units and common elements shall not be further subdivided and any instrument, whether a conveyance, mortgage, deed of trust or otherwise, which describes only a portion of the space within any apartment shall be deemed to describe the entire apartment owned by the person, firm or corporation executing such instrument.

D. No condominium unit owner shall show any sign, advertisement or notice on any of the common elements, windows, porches or balconies, or upon his condominium unit and shall erect no exterior antenna or aerial upon any portion or any part of his apartment or on any of the common elements.

E. An individual condominium unit owner may keep a pet or pets in his unit, but only under the regulations as promulgated by the Association from time to time, and no person may keep any other animals, livestock or poultry nor may any of the same be raised, bred or kept upon any portion of the condominium property, including the common elements, balconies and terraces. The Association shall have the authority to declare any pet or pets a nuisance and may cause the owner thereof to remove the same from the condominium property.

F. No apartment or unit owner shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other unit owners or the Association, or any other unit owners by unreasonable noises, odors or otherwise; nor shall an individual unit owner commit or permit any nuisance, immoral or illegal act in his unit, or on the common elements.

G. No trailer, tent, storage shed, garage or other similar out-building or structure shall be placed on the property at any time, either temporarily or permanently excepting that individual boat trailers, not exceeding the size of one parking space, may be permitted provided said parking space or area is properly assigned to the individual unit owner who owns the said boat trailer or with the express written consent of any other unit owner for the use of his assigned parking space therefor.

H. No condominium unit owner shall make structure modifications or alterations in his unit or the permanent fixtures therein unless he has previously obtained approval therefor in writing from the Board of Directors of the Association, provided further, no garbage disposal unit may be approved or installed until a municipal sewerage system is installed in the County of Dare or a private sewerage treatment and disposal system has been approved and sanctioned by the North Carolina Board of Water and Air Resources for the using of garbage disposal units in conjunction therewith.

I. Unit owners shall abide by and be subject to such rules and regulations as may be adopted by the Association and as may be set out herein or in the Bylaws of the Association as the same from time to time may be amended.

SECTION 9. USE AND TRANSFER OF PARKING SPACES.

A. The Developer shall assign the use of two (2) particular parking spaces o a particular condominium unit at the time the unit is originally acquired from the Developer. The assignment of use shall be made by describing the particular parking space by reference thereto in a book entitled "Parking Space Assignments", which book shall be maintained by the Developer until such time as the Developer transfers authority to the Association. Then, the Association shall maintain said book, which book shall be for the purpose of listing the assignee of each parking space and the transfer thereof. Each transfer shall be recorded in the book and the owner of the unit to which its use is assigned shall have the exclusive right to the use thereof. Upon a conveyance of or passing of title to the condominium unit to which said parking space is assigned, the owner of the said unit making the conveyance shall deliver notice of transfer thereto to the Association, which shall thereupon cause to be executed in the name of the Association a new assignment in the assignment book..

B. Parking spaces may be separately transferred upon the following conditions:

1. At any time a parking space may be surrendered or transferred by a unit owner to the Association.
2. The use of a parking space may be transferred by a unit owner to any other unit owner within the condominium provided that written notice thereof, executed by the transferor and the transferee shall be submitted to the Association, which shall record such transfer in the assignment book.
3. The Association shall have the absolute right to assign parking spaces assigned or transferred to the association and requests for the assignment of parking spaces held by the association shall be considered by the association on a first-come first-served basis or on such other terms and conditions as may be adopted by the Association.

C. No trucks used for commercial purposes or trucks over one-half ton capacity may be parked overnight. Only vehicles bearing current licenses and registration tags may be parked overnight. The Association shall have the right to authorize the towing away of any violating vehicles with costs to be borne by the owner or operator thereof.

SECTION 10. MAINTENANCE AND ALTERATION OF APARTMENTS.

A. The Association shall maintain, repair and replace all portions of the condominium building, except interior surfaces and walls, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures, including plumbing and electrical fixtures, on the exterior thereof; boundary walls of apartments; floor slabs and roofs; and load-bearing columns and load-bearing walls.

B. The responsibility of the apartment unit owner shall be:

1. To maintain, repair and replace at his expense all portions of his apartment unit except the portions to be maintained, repaired and replaced by the Association.
2. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building.

3. To repair any frozen pipes, repair any stopped sewer and sink lines, to repair any heating and air conditioning equipment located within an apartment unit, and to replace any broken window panes or doors that serve an individual apartment unit.
4. To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

C. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament.

SECTION 11. MAINTENANCE AND ALTERATIONS OF COMMON ELEMENTS AND ASSOCIATION PROPERTY.

A. The maintenance and operation of the common elements and property, real and personal, owned by the Association shall be the responsibility and expense of the Association.

B. After the completion of the improvements, including the common elements which are contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements and any such alteration or improvement shall not directly interfere with the rights of any unit owner without first obtaining his written consent. There shall be no charge in the shares and rights of any unit owner in the common elements which are altered or further improved, whether or not such unit owner contributes to the cost thereof, except by an Amended Declaration.

SECTION 12. ASSESSMENTS.

A. Assessments against apartment unit owners for common expenses shall be made pursuant to G.S. 47A-12 and the Bylaws of the Association and shall be allocated as set forth in Section 5, paragraph B of this Declaration.

B. Any sums assessed by the Association for the share of the common expenses chargeable to any unit, and remaining unpaid for a period of thirty (30) days or longer, shall constitute a lien on such apartment unit when filed for record in the office of the Clerk of the Superior Court of Dare County by the Association under the provisions of Article 8 of Chapter 44 of the North Carolina General Statutes and any amendments or supplements thereto. The lien created herein shall be prior to all other liens except (a) liens for real estate taxes due and unpaid, (b) all sums unpaid on deeds of trust and other encumbrances recorded against the unit prior to the docketing of this lien, and (c) materialmen's and mechanic's liens.

C. A lien created pursuant to paragraph B hereof may be enforced by suit by the Board of Directors of the Association, acting on behalf of the apartment unit owners, in like manner as a foreclosure of a deed of trust or mortgage of real property. The Board of Directors of the Association, acting on behalf of the apartment unit owners, may maintain a suit to recover a money judgment for unpaid common expenses without foreclosing or waiving the lien securing said common expenses. The unit owner must be responsible for all court costs, interest and reasonable attorney's fees incurred in the collection, by foreclosures or otherwise, of said lien for common expenses. Except for purchasing at foreclosure as herein stated, the Association shall not purchase or own a condominium unit.

D. Any sum assessed by the Association for the share of the common expenses due prior to the acquisition of title to an apartment unit pursuant to a foreclosure proceeding of a mortgage or deed of trust shall not be assessed against the mortgagee of the mortgage or deed of trust of record who forecloses said mortgage or other purchaser of the apartment unit as a result of the foreclosure of a mortgage. Any sums assessed against the apartment unit which is the subject of a foreclosure of a mortgage shall be collectible out of the proceeds thereof or from the former owner, or if not collectible, from all apartment unit owners, including the purchaser at the foreclosure sale, in the proportions which their shares in the common elements bear to each other.

E. No apartment unit owner may exempt himself from contributing toward the common expenses by waiver of the use or enjoyment of the common expenses and facilities or by abandonment of the apartment unit belonging to him.

SECTION 13. ASSOCIATION. The operation of the condominium shall be by Sea Colony Condominiums Association, Inc., herein called the Association, a nonprofit corporation under the laws of North Carolina which shall be organized and shall fulfill its functions pursuant to the following provisions.

A. The members of the Association shall be the condominium unit owners.

B. The Association shall be incorporated under the Articles of Incorporation in the form attached as Exhibit D, but the Articles of Incorporation may be amended as permitted by law without amending this Declaration.

C. The initial Bylaws of the Association shall be in the form attached as Exhibit E, but may be amended as therein provided or as permitted by law without amending this Declaration, except as required by law.

D. The share of a member in the Association cannot be assigned, hypothecated or conveyed in any manner except as an appurtenance to such member's apartment unit.

E. Whenever the decision of an apartment unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person, in person or by proxy who would cast the vote of such owner if in an Association meeting. Where any unit is owned as a tenancy in common or as a tenancy by the entirety, said tenants may determine between or among themselves how the vote to which they are entitled shall be cast, but the chairman of the meeting of the Association need not accept any division of a vote that said owners would otherwise be entitled to cast if said tenants do not unanimously agree between or among themselves how their vote should be cast.

SECTION 14. UNITS TAXED SEPARATELY. Each condominium unit and its percentage of undivided interest in the common areas and facilities shall be deemed to be a parcel and shall be separately assessed and taxed by each assessing unit and special district for all types of taxes authorized by law including but not limited to special ad valorem levies and special assessments. Each unit holder shall be liable solely for the amount of taxes against his individual unit and shall not be affected by the consequences resulting from the tax delinquency of other unit holders. Neither the building, the property nor any of the common areas and facilities shall be deemed to be a parcel.

SECTION 15. INSURANCE.

A. Insurance policies upon the condominium property covering the items described in paragraph B of this section shall be purchased by the Association for the benefit of the Association and the apartment unit owners and their mortgagees as their interests may appear. Such policies and endorsements shall be issued in the name of and deposited with the Board of Directors of the Association as trustee for each of the apartment unit owners in the percentage of interest of each apartment unit owner established in this Declaration in Section 5.

B. Insurance shall cover the following:

1. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value without deduction for depreciation, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, including flood insurance and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief.

2. Public liability insurance in such amounts and with such coverages as shall be required by the Board of Directors of the Association, and with a cross-liability endorsement to cover liabilities of the apartment unit owners as a group to an apartment unit owner.
3. Workmen's Compensation as required by law.
4. Such other insurance as the Board of Directors of the Association may determine from time to time to be desirable.

C. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. The Board of Directors of the Association, acting on behalf of the apartment unit owners, is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

E. All apartment unit owners and mortgagees of apartment unit owners shall be furnished copies of each insurance policy purchased by the Association, showing the name of the insurance trustee, the name of the insurance company, the policy number, the effective date and the expiration date of the policy, the total amount of the policy and the name and address of the insurance agent issuing the policy. The copy shall also provide that the apartment unit owner and the mortgagee of each apartment unit owner shall be furnished notice of any change in or cancellation of the policy within thirty (30) days prior to the effective date of said change or cancellation.

F. Each apartment unit owner shall have the right to insure his own apartment unit for his own benefit, though this provision will not alter or vary the requirement that the Association purchase insurance on the building and improvements in the condominium. Any apartment unit owner that has made, or does make, permanent improvements within his apartment unit that have become or will become affixed to the realty and who desires additional specific contingent insurance on such improvements, may request the Association's insurance trustee to include this coverage as a separate item in the standard improvements and betterments clause of the Association's policy, the premiums for said additional coverage to be paid in advance by the apartment unit owner so requesting the coverage at his own expense and said premiums shall not be a portion of the common expenses of the Association. The Association's insurance trustee may not unreasonably deny such a request, but it shall not be liable for failure to see that such additional insurance is properly issued.

G. The Association will not purchase or obtain insurance to cover the personal property of an apartment unit owner, nor will the Association purchase or obtain insurance to cover the individual liability of an apartment unit owner for injuries and damages suffered by anyone within an apartment unit if said injuries or damages are not a liability of the Association.

SECTION 16. REPAIR AND REPLACEMENT OF DESTROYED PROPERTY.

A. Damage to or destruction of the building and improvements shall be promptly repaired and restored by the Board of Directors of the Association using the proceeds of insurance for that purpose. If there is a deficiency in the proceeds of the insurance policies, the apartment unit owners shall be assessed, as a common expense, the difference between the amount of the insurance proceeds and the amount necessary to repair, rebuild or replace the damaged building or improvement to its original condition.

B. All repairs or reconstruction shall be made substantially in accordance with the plans and specifications used for the original structures or buildings.

C. If the building shall be more than two-thirds ($2/3$) destroyed by fire or other disaster and the owners of three-fourths ($3/4$) of the units duly resolve not to proceed with repair or restoration, then and in that event:

1. The property shall be deemed to be owned as a tenancy in common by the unit owners.
2. The undivided interests in the property owned by the unit owners as tenants in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities;
3. Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the unit owner in the property as provided herein;
4. The property shall be subject to an action for sale for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all the unit owners in proportion to their respective undivided ownership of the common areas and facilities, after first paying out of the respective shares of unit owners, to the extent sufficient for that purpose, all liens on the unit of each unit owner; and
5. All real property owned by the Association itself shall be transferred by recordable instrument to the individual unit owners in the same proportions as their ownership in the common areas appears.

D. Any proceeds remaining from any insurance policies after damages for which proceeds have been paid for repair or restoration has been completed, shall be paid to the Association to be applied to common expenses.

E. If damage occurs only to those parts of an apartment unit for which the responsibility of maintenance and repair is that of the apartment unit owner as provided in Section 10, then the apartment unit owner shall be responsible for construction and repair after casualty.

SECTION 17. COMPLIANCE AND DEFAULT.

A. Each apartment unit owner shall be governed by and shall comply with the terms of this Declaration, the Bylaws of the Association and the regulations adopted pursuant thereto, and by such documents and regulations as the same may be amended from time to time. A violation or default shall entitle the Association, or other apartment unit owners, to the relief described in paragraph D of this section in addition to the remedies provided by the Unit Ownership Act.

B. An apartment unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by this act, neglect or carelessness or by that of any member of his family or his or their guests, tenants, employees, agents or lessees. This provision shall apply even though the maintenance, repair or replacement would otherwise be a common expense to be paid by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment unit or its appurtenances.

C. The failure of the Association or any apartment unit owner to enforce any covenant, restriction or other provisions of this Declaration, the Bylaws of the Association or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

D. Any unit owner, the manager, Board of Directors of the Association or a combination of unit owners may invoke any appropriate civil remedy to enforce the terms of this Declaration or by Bylaws of the Association.

SECTION 18. AMENDMENTS. This Declaration may be amended by the Association in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the members of the Association at which a proposed amendment is to be considered.

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by any member of the Association. Directors and members not present in person or by proxy at any meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than 75% of the entire membership of the Association.

C. No amendment shall discriminate against any apartment unit owner or against any apartment unit or class or group of apartment units unless the apartment unit owners so affected shall consent. No amendment shall change any apartment unit's share in the common elements appurtenant to it, nor increase the apartment unit owner's share of the common expenses unless the record owner of the apartment unit and all record owners of liens thereon shall join in the execution of the amendment.

D. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the office of the Dare County Register of Deeds.

SECTION 19. AGENT FOR THE SERVICE OF PROCESS.

Terry J. Dixon whose address is Kitty Hawk, North Carolina 27949, is hereby designated as the agent upon whom service of process may be made in any action or proceeding brought against the condominium.

SECTION 20. TERMINATION.

A. This condominium may be terminated by all of the apartment unit owners executing an instrument for that purpose to be recorded in the Dare County Public Registry. Said instrument must also include the consent of all holders of liens on apartment units, or must include the consent of all holders of liens on apartment units that his or its lien may be transferred to the percentage of the undivided interest of the apartment unit owner subsequent to termination.

B. When a termination has been effected as herein provided, all the property previously subject to the Unit Ownership Act shall be deemed to be owned by all of the apartment unit owners as tenants in common, including those parcels of land over which an apartment unit is situated. And further, the Association, prior to dissolution, shall convey to all the unit owners, as tenants in common, all real property owned by the Association by a duly executed deed of conveyance. Each tenant's undivided interest shall be that percentage of the undivided interest previously owned by such apartment unit owner in the common elements and facilities.

SECTION 21. STATUS OF DEVELOPER.

A. Upon initial creation of Sea Colony Condominiums Association, Inc., the Developers shall appoint the Board of Directors therefor. Thereafter, the condominium Association Board of Directors shall be duly elected as provided in the Bylaws.

B. For as long as the Developers are the record owners of one or more condominium apartment units which remain unsold, the Developers shall be responsible for and pay their prorata portion of the common expenses as determined by the Association.

C. Until the Developers have sold all of the apartment units, neither the condominium unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and sale of the condominium units. The Developers may make use of the unsold condominium apartment units and common areas as may facilitate completion of the construction thereof and sale, including but not limited to the maintenance of a sales office, model apartment, the showing of the property and displaying of advertising signs.

SECTION 22. SEVERABILITY. If any provision of this condominium declaration or any of the condominium documents is held to be invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder of this Declaration and the other condominium documents shall not be affected thereby.

SECTION 23. PARTITION. Except as specified in Section 16, or in Section 20 upon termination, the common areas and facilities shall not be divided nor shall any right to partition any part thereof exist. Nothing herein contained, however, shall be deemed to prevent ownership of a condominium unit by the entireties, jointly, in common, or in any other form by law permitted.

SECTION 24. CONVERSION OF CONVERTIBLE LAND. The Developers hereby expressly reserve the right, in their sole discretion, without the consent of any unit owner or mortgagee and without any other limitations, to create additional units or limited common elements, or both, on all or any part of the Convertible Lands, at any time or times, as such lands are more particularly described hereinbelow. The said conversion of condominium convertible lands shall be governed by the following conditions:

A. All units to be created on the Convertible Land shall be restricted exclusively to residential use, in the same manner as set forth in Section 8, A.

B. Any structure erected on the Convertible Land shall be compatible with structures on other portions of the submitted land in terms of quality of construction. The Developers give no assurances as to the principal materials to be used or the architectural styles of structures which may be erected on the Convertible Land. The developers may erect additional units and limited common elements appurtenant thereto on the Convertible Lands. In addition, the declarant may erect other improvements such as parking areas, utility installations, recreational facilities and such other ancillary improvements which the declarant, in its sole discretion, deems necessary to the use and enjoyment of the units.

C. The Developers shall have the right, exercisable in their sole discretion, to create limited common elements within the Convertible Lands and/or to designate common elements therein which may subsequently be assigned as limited common elements. Said limited common elements shall be only those improvements which serve or relate to less than all units only and which would constitute limited common elements were they a part of the improvements built on land other than Convertible Land. That is, limited common elements to be erected on Convertible Land shall be of the same nature and type as limited common elements existing on non-convertible land as described in the condominium declaration.

D. Units built on Convertible Land may be similar to units on other portions of the submitted land. Units will be contemporary in design and will not exceed 2,000 square feet of living area per unit. Units built on convertible land may, or may not, be substantially identical to units on other portions of the submitted land.

E. The conversion or conversions, if any, of the condominium Convertible Land shall all occur within twenty (20) years after the recordation of this Declaration.

F. The Developers reserve the right to create additional units and limited common elements on the Convertible Land at different times and in one or more phases, without limitation.

G. Assessments pertaining to any unit erected on Convertible Land shall not commence to accrue until conversion affecting the unit takes place by recordation of the appropriate instruments with the Public Registry, Dare County, North Carolina.

H. Prior to the expiration of the twenty (20) year period described in subparagraph (E) above, the Declaration may not be terminated without the express written consent of the Developers or their assignee.

I. Upon the due recordation of an amendment or amendments to this Declaration and appropriate plats and plans creating additional units and limited common elements on Convertible Land, each unit so created shall have, as an appurtenance to that unit, an undivided ownership interest in all the common elements. Re-allocation of fractional interests in the common elements among all units, including the units depicted on the survey and plans, attached to this Declaration and Units created on Convertible Land, shall take place upon the recordation of the appropriate instruments pursuant to the Condominium Act and upon such recordation all units shall henceforth have an undivided interest in the common elements in accordance with their relative appraised value as approved in the sole discretion of Developers, or their assigns.

J. The said Convertible Land is described and so labeled as a part of Exhibit A to this declaration.

K. The Convertible Land may be converted in whole or in part in the sole discretion of the Developers. In the event that Developers so elect, all or a portion of the Convertible Land may be withdrawn from the terms and effect of this Declaration and upon such withdrawal, the lands so withdrawn shall be free and clear of the effects of this Declaration. The withdrawal shall be accomplished by the recordation of a certificate of withdrawal by the Developers in the office of the Register of Deeds of Dare County, North Carolina. A copy of such certificate will be delivered to the Board of Directors of the Association at the time of withdrawal. The language within this Declaration and/or the inclusion of various properties on the plat of the condominium or on the plans filed herewith shall not alter or diminish the rights retained in this paragraph and section and the owners of units subject to this Declaration shall have no rights in the lands described as Convertible Lands unless and until an Amended Declaration so provides.

It is understood, however, that the withdrawal shall not be effective to remove from the terms and effect of this declaration any of that portion of property, common elements or amenities which are described in the initial property description and dedicated for use in accordance with such description and this declaration except those lands designated as Convertible Lands. If required by other paragraphs of this Declaration, the withdrawal must contain the joinder of the appropriate officials of Dare County. Further, withdrawal will not be permitted if the effect of the withdrawal causes the loss of any improved common properties to amenities, or causes the surviving properties to be non-conforming uses in accordance with the then existing zoning provisions of the County of Dare.

L. If the period of twenty (20) years passes as described in subparagraph (E) above, and no Amended Declaration has been filed which affects the Convertible Lands, such lands will thereafter be considered a portion of the total common property owned by the Association and the unit owners and no further declaration shall be required.

SECTION 25. EASEMENT OF ACCESS. It is understood that access to the Sea Colony Condominiums is available by crossing certain other property now or formerly owned by the Developers from N.C. State Road 1200 in an Easterly direction to the condominium property. By this Declaration, the Developers dedicate to the use of the Sea Colony Owners Association a right of access, ingress and egress to and from the public state road to the condominium property along the right of way described in Exhibit A to this declaration. Such use and dedication is in common with the Developers and their successors and assigns and the rights granted to future owners of units or property within convertible lands. This dedication shall constitute a non-exclusive easement which shall be considered a common area or property under this Declaration.

SECTION 26. OPEN SPACE. It is acknowledged that certain property is included within the description of property set forth in Exhibit A to this Declaration and such property is designated for the purpose of this section as "Open Space". Open Space is defined as any property included in the description set forth in Exhibit A (but excluding the easement of right of way) which is located to the West of a certain zoning boundary line as established by Dare County Ordinance, said line designating the division between the R-2 and RS-1 zones as of the date of this Declaration.

In the event that the Developers, their successors and assigns, build or cause to be built any condominium units or multi-family units upon the lands described in Exhibit A to this Declaration, beginning with the 49th such unit in number and including any such units built thereafter, it shall be understood that the lands designated as Open Space shall remain undeveloped and no structures or improvements shall be built thereon, except as may be required for purposes of a septic drainfield replacing the existing drainfields originally installed. This section shall constitute a negative easement or covenant which shall run with the land designated as Open Space and it is specifically understood that the County of Dare, North Carolina, is a party beneficiary to this covenant. For any change or release from this covenant, approval by the governing body of Dare County must first be obtained.

In the event that Developers do not proceed to construct further or additional condominium units, as referred to in other sections of this Declaration, on the properties described in Exhibit A to this Declaration, the lands designated as Open Space may be withdrawn from this Declaration with consent of the County of Dare as described above. In all other events, the said Open Space shall remain subject to this Declaration and section unless the said County consents to join in any change.

IN WITNESS WHEREOF, Sea Colony, Ltd., by its General Partner, has hereunto executed this instrument, this the 15th day of September, 1982.

SEA COLONY, LTD., a North Carolina
Limited Partnership

By: Terry J. Dixon
General Partner

STATE OF North Carolina
~~STATE~~/COUNTY OF Dare

I, a notary public of the State and City/County aforesaid, do hereby certify that Terry J. Dixon, General Partner of Sea Colony, Ltd., a North Carolina Limited Partnership, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 15th day of September, 1982.

My commission expires:

October 2, 1983

NORTH CAROLINA | DARE COUNTY

The foregoing Certificate(s) of Susan Johnson
a Notary Public of Dare Co., N.C.

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.

Alva D. Wise Register of Deeds For Dare County

By Elizabeth McMurran Deputy/Assistant-Register of Deeds

RECORDED: Oct 7, 1982

EXHIBIT "A-1"

All that certain parcel of land located in Atlantic Township, Dare County, near the Village of Duck and generally situated to the North of the subdivision known as Duck Ridge Shores and South of the subdivision of the C. C. Byrum property and more particularly described as follows:

Beginning at a point located on the Atlantic Ocean in the highwater mark thereof at the intersection of the South boundary line of the C. C. Byrum property as shown on the subdivision plat for that property and the Northern boundary line of the property of Sea Colony, Ltd.; running thence a course of South 85° 58' 31" East a distance of 135 feet, more or less, to a point marked by a concrete monument in the dividing line between the respective properties of C. C. Byrum Subdivision and Sea Colony, Ltd., which point is referenced as the Northern terminus point of a tie-line hereafter referred to; thence continuing a course of South 85° 58' 31" West a distance of 1823.15 feet to a point; thence turning and running South 19° 49' 41" East a distance of 360.77 feet to a point in the North line of Duck Ridge Shores Subdivision; thence turning and running North 86° 29' 23" East a distance of 1816.22 feet to a concrete monument, which monument marks the Southern terminus point of a tie-line and said tie-line having a bearing from its Northern terminus to its Southern terminus of South 18° 07' 06" East and a distance of 374.72 feet; running thence from the Southern terminus of the tie-line established a distance of 147.0 feet, more or less, to the highwater mark of the Atlantic Ocean; thence turning and running in a general Northerly direction following an approximate bearing of North 19° 49' 41" West a distance of 379.09 feet to the point or place of beginning.

EXHIBIT "A-2"

Convertible Lands

All of the property described in Exhibit "A-1" but excepting therefrom and excluding those properties described and delineated in two certain Deeds of Release, which are recorded in Book 325, at Page 723 and Book 327, at Page 841, both of the Dare County Public Registry.

EXHIBIT "A - 3"
EasementDESCRIPTION OF CENTER-LINE OF ROAD RUNNING FROM NCSR 1200
THROUGH PROPERTY OF SEA COLONY, LTD., FORMERLY OWNED BY
MARY WARD

The point of beginning referred to as follows is located in Atlantic Township of Dare County, near the Village of Duck and in the right of way of NCSR 1200 as it runs from Duck in a Northerly direction.

Beginning at a point located in the Eastern margin or right of way of NCSR 1200, a State Road with a 60 foot right of way running from the Village of Duck in a Northerly direction, which point of beginning is located the following distances along the Eastern margin of such State Road from the Northwestern corner of the property formerly belonging to Mary Ward and now belonging to Sea Colony, Ltd. at the intersection point of such property with the property formerly owned by Dr. C. C. Byrum, where such point meets the Eastern margin or right of way of NCSR 1200, running from such point of reference along the right of way of NCSR 1200 a course of South $06^{\circ} 29' 21''$ East a distance of 52.71 feet to a point in the right of way margin; thence continuing along the right of way following the curve thereof for an arc distance of 133.92 feet, which arc has a radius of 1619.50 feet to the point of beginning; running thence from the point of beginning a course of North $88^{\circ} 14' 55''$ East a distance of 27.86 feet to a point; thence following a curve with an arc distance of 79.187 feet, which curve has a radius of 292.50 feet and a delta bearing $15^{\circ} 30' 41''$; thence running with a curve bearing the following statistics: arc distance of 412.232 feet, radius of 600 feet, delta of $39^{\circ} 21' 55''$; thence running with a curve with the following statistics: arc distance of 112.795 feet, radius of 292.5 feet, delta of $22^{\circ} 5' 41''$; thence running a course of North $86^{\circ} 29' 23''$ East a distance of 235.0 feet to a point; thence following a curve with the following dimensions: arc distance of 211.86 feet, radius of 292.50 feet, delta of $41^{\circ} 30' 00''$ to a point; thence following a curve to a point, which curve has the following dimensions: arc distance of 211.86 feet, radius of 292.50 feet, delta of $41^{\circ} 30' 00''$; thence running a distance of North $86^{\circ} 29' 23''$ East a distance of 192.0 feet to a point; thence following a curve to a point, which curve has dimensions as follows: arc distance of 212.403 feet, radius of 292.50 feet, delta of $41^{\circ} 36' 22''$; thence following a curve to a point, which curve has the following dimensions: arc distance of 211.09 feet, radius of 292.50 feet, delta of $41^{\circ} 20' 56''$; thence running a distance of 13.632 feet on a course of North $86^{\circ} 13' 57''$ East to a point; thence running a distance of 50.626 feet on a course of North $28^{\circ} 35' 27''$ East to a point marking the terminus point of this description.

The preceding description follows the center-line of a road running from NCSR 1200 at its Eastern margin or right of way through the property of Sea Colony, Ltd., formerly known as the property of Mary Ward to a point near the Atlantic Ocean, at all times bearing a general Easterly direction from NCSR 1200 to the terminus point referred to above. The dimensions of the entire road are composed of a 60 foot right of way of which the foregoing description marks the center-line and 30 feet on either side of such center-line marks the opposing rights of way or margins of the road.

EXHIBIT "B-1"

BUILDING DESCRIPTION:

The condominium building consists of one building containing twenty-one units which building is situated on treated wood pilings, three stories in height.

All units are wood-frame construction meeting the requirements of the North Carolina Building Code as modified or amended by the County of Dare as in force at the date of this Declaration. All interior partitions and living spaces are finished with gypsum dry wall, taped and painted. The thickness of the dry wall varies from a minimum of 1/2 inch to a maximum of 5/8 inches. The ceilings are finished with gypsum dry wall, with a sprayed, textured gypsum finish. Other speciality finishes are provided in accordance with the approved plans and specifications. Floors are covered, in part, with 100 percent nylon, medium-density carpet, of a medium height. Other floor areas are covered with 1/8 inch sheet vinyl, with common exterior surfaces of treated wood.

Exterior siding material is 3/8 inch to 3/4 inch horizontal board cedar siding or panels of siding. Exterior decks and all exposed exterior structural members are salt-treated lumber. The roofing is sheathed with 1/2 inch CDX plywood with 15 pound roofing felt and/or asphalt shingles, UL wind resistant, or built up asphalt and gravel roof.

All windows are in accordance with the approved plans. All window units are anodized metal frame or vinyl-clad wood, with 1/2 inch double glazing system. Each unit has bathroom fixtures, plumbing fixtures, light fixtures and other accessories as shown on the approved plans.

Each unit includes the following appliances: one (1) frostless refrigerator, one (1) four-burner electric range, one (1) dishwasher.

All other items of construction are in accordance with the approved plans and specifications.

Each unit consists of one bedroom, 2 baths, one bunk area, one kitchen and appurtenant space in accordance with plans.

Further descriptions are contained on the plans recorded with this declaration.

EXHIBIT "B-2"

APARTMENT DESIGNATIONS

There are twenty-one (21) condominium units, each of which is designated by three digit numbers. The building consists of three stories and the first digit of each number designates the floor on which the unit is located with the number "1" designating the ground floor, the number "2" designating the middle floor and the number "3" designating the top floor. The apartments on each floor are numbered consecutively with the Northeasternmost unit being designated "1" and the Southwesternmost unit designated "7" so that a sample designation would appear as "107". The middle digit of each apartment number shall be "0".

Each of the condominium living units shall be known and designated by the number shown therefor on the First Floor through the Third Floor Plan. Each unit shall consist of an enclosed space designed as a dwelling occupying part of a floor in a building as shown on the plats recorded as aforesaid lying between the unfinished surface of the floor and the unfinished surface of the ceiling of each floor or story of the building and between the interior finished surface (unit side) of the exterior or partition walls enclosing such unit and separating the same from other units, corridors, stairways, and other common elements. The balcony adjoining each unit shall be part thereof and shall be bounded horizontally by vertical planes coinciding with the interior surface of the railings, the exterior surface of the wall of the building and extending from the wall of the building to the outer rail of the balcony, and extending vertically from the top of the unfinished floor of the balcony to a horizontal plane in extension of the bottom of the unfinished ceiling of the unit.

Each condominium living unit shall include the exclusive right to all space and facilities located within the area above described for each such unit including, but not limited to, partitions, doors, windows, plumbing, heating, electric and other facilities located within that condominium unit, except such elements hereinafter described as general common elements.

Each apartment or unit shall have access over a common area walkway leading to the stairways.

That portion of the plans referring to "Building B" is understood to apply to units not yet constructed and shall have application only upon future reference and incorporation in successive declarations. The existing building is designated as "Building A".

EXHIBIT "C"

PERCENTAGE OF COMMON ELEMENTS, COMMON EXPENSES AND
DESIGNATION OF FAIR MARKET VALUE FOR BUILDING A

Units 101 through and including 107,

Units 201 through and including 207, and

Units 301 through and including 307

all have a fair market value of \$65,000.00 for the purposes of this Declaration. The proportionate share or percentage for each unit of common elements and expenses is 4.7619% which is more accurately and conveniently stated by the fraction $1/21$.

Upon the addition of subsequent buildings to this Declaration, these percentages or proportions will change with the declaration so recorded.

ARTICLES OF INCORPORATION
OF
SEA COLONY CONDOMINIUMS ASSOCIATION, INC.

I, the undersigned, natural person of the age of eighteen years or more, do hereby make and acknowledge these Articles of Incorporation for the purpose of forming a Non-Profit Corporation under and by virtue of the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act", and the several amendments thereto, and to that end do hereby set forth:

I

NAME

The name of the corporation is Sea Colony Condominiums Association, Inc.

II

DURATION

The period of duration of the corporation shall be perpetual.

III

PURPOSES AND POWERS

The purposes for which this corporation is organized are:

(a) The operation and management of condominium apartment buildings known as SEA COLONY CONDOMINIUMS, which may be established in accordance with Chapter 47A of the General Statutes of North Carolina UNIT OWNERSHIP ACT and to that end shall have power and authority;

(i) To undertake the performance of, and carry out the acts and duties incident to the administration of the operation and management of SEA COLONY Condominiums in accordance with the terms, provisions, conditions and authorization contained in these Articles and in the Declaration which shall be recorded in the Public Records of Dare County, North Carolina, at such time as portions of real property and the improvements thereon are submitted to a plan of unit ownership;

(ii) To make, establish and enforce reasonable rules and regulations governing the use of condominium units, common elements, limited common elements, condominium property and real and personal property which may be owned by the Association itself;

(iii) To make, levy and collect assessments against condominium unit owners; to provide the funds to pay for common expenses of the condominium as provided in the condominium documents and the Unit Ownership Act and, to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;

(iv) To maintain, repair, replace and operate the condominium property, specifically including all portions of the condominium property to which the Association has the right and power to maintain, repair, replace and operate in accordance with the condominium documents and the Unit Ownership Act;

(v) To reconstruct improvements within the condominium property in the event of casualty or other loss;

(vi) To enforce by any legal means, the provisions of the condominium documents, including the Declaration, these Articles, the By-Laws of the Association, and the rules and regulations for the use of the condominium property;

(vii) To contract for the management of the Condominium and to delegate to such manager or managers all powers and duties of the Association except those powers and duties which are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.

(b) The Association shall have all of the common law and statutory powers of a non-profit corporation which are not in conflict with the terms of the Condominium Declaration and the Unit Ownership Act, and in addition shall have all of the powers of Condominium Associations under and pursuant to the Unit Ownership Act, including all of the powers reasonably necessary to implement the purposes of the Association.

IV

MEMBERSHIP

A. The membership of SEA COLONY Condominiums Association, Inc. shall consist of all of the owners of condominium units in SEA COLONY Condominiums. Membership shall be established by acquisition of fee title to a condominium unit in SEA COLONY Condominiums, whether by conveyance, devise, or judicial decree. A new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the condominium unit designated shall be terminated. Each new owner shall deliver to the Association a true copy of such deed or instrument of acquisition of title.

B. The share of a member in the funds and assets of the Corporation, and membership in the Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a condominium unit.

C. There shall be one class of membership in SEA COLONY Condominium Association, Inc. which shall consist of members owning condominium units in SEA COLONY Condominiums and the owners of any condominium units constructed on adjacent property owned by the owners, at the option of the owners.

V

DIRECTORS

A. The number of Directors and the method of election of the Directors shall be fixed by the By-Laws, however, the number of Directors shall not be less than three (3). Directors shall be elected at large from the Condominium owners.

VI

REGISTERED OFFICE AND REGISTERED AGENT

A. The address of the initial registered office of the Corporation is P.O. Box 466, Kitty Hawk, North Carolina 27949.
and the name of the initial registered agent at such address is Terry J. Dixon.

B. The number of Directors constituting the initial Board of Directors shall be three (3) and the names and address of the persons who are to serve as the first Board of Directors are as follows:

NAME	ADDRESS
Bobby J. Dixon	P.O. Box 466, Kitty Hawk, NC 27949
Terry J. Dixon	P.O. Box 466, Kitty Hawk, NC 27949
John N. Starling	P.O. Box 466, Kitty Hawk, NC 27949

C. The first election by the members of the Corporation for Directors shall not be held until after the Developer has relinquished control of the Association as described in Paragraph D of this Article VI. Thereafter, the election of Directors shall take place at the annual meeting of the membership as provided in the By-Laws. After the Developer has relinquished control, there shall be a special meeting of the membership for the purpose of electing a Board of Directors to serve until the next annual meeting and until new Directors are elected and qualified.

D. For so long as the Owner owns four (4) condominium units in SEA COLONY Condominiums or until the end of 1984, whichever is sooner, the Owners shall have the right to appoint, designate and elect all of the members of the initial Board. The Owners may, at any time, relinquish its right to appoint Directors and resign its Directorships. The Owners shall relinquish their right to appoint Directors and cause the initial Board to resign at the time hereinabove described in the first sentence of this paragraph. Provided further, upon completion of additional condominium buildings on adjacent property, the owners shall have an absolute right of veto over all matters, otherwise properly before the Board of Directors, which in any way affects the newly constructed condominium on the adjacent property, for so long as the developer owns four (4) units in that condominium, or until the last day of the calendar year next succeeding the calendar year in which the first unit in the newly developed condominium buildings is sold.

VII

TAX STATUS

The corporation shall have all the powers granted nonprofit corporations under the laws of the State of North Carolina. Notwithstanding any other provision of these Articles, this corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code. It is further provided that no distributions of income of the corporation are to be made to members, directors or officers of the corporation provided, however, that members of the corporation may receive a rebate of any excess dues and assessments.

VIII

INCORPORATOR

The name and address of the incorporator is: STARKEY SHARP, P.O. Box 221, Kitty Hawk, North Carolina 27949.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this the _____ day of _____, 19____.

(SEAL)

STATE OF _____

CITY/COUNTY OF _____

This is to certify that on the _____ day of _____, 19____, before me, a Notary Public, personally came _____ who, I am satisfied is the person named in and who executed the foregoing Articles of Incorporation, and I, having first made known to him the contents thereof, he did acknowledge that he signed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the _____ day of _____, 19____.

MY COMMISSION EXPIRES: _____

Notary Public

BY-LAWS OF
SEA COLONY
CONDOMINIUMS ASSOCIATION, INC.

ARTICLE I
PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. Sea Colony Condominiums hereinafter referred to as Condominium, located in the Village of Duck, Atlantic Township, Dare County, North Carolina is submitted to the provisions of Chapter 47A of the General Statutes of North Carolina, "Unit Ownership Act". The Administration thereof shall be by the Board of Directors herein described, subject to the powers of the owners as herein specified.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall mean The Condominium Buildings and shall include the land directly beneath as well as the improvements thereon. In construing these By-Laws, and the government of the Condominium thereto, the provisions of Chapter 55A of the North Carolina General Statutes pertaining to the government of nonprofit business corporations, shall be considered as governing to the extent not inconsistent with the provisions of Chapter 47A of the North Carolina General Statutes, the Declaration of Unit Ownership and these By-Laws, the condominium being considered the corporation and the owners being considered the members.

Section 3. Personal Application. All present and future owners, tenants and future tenants, and their employees, and any other person that may at any time use the facilities of the Condominium in any manner are subject to the regulations set forth in these By-Laws and to the declarations set forth in the Declaration of Unit Ownership (hereinafter referred to as Declaration), to which these By-Laws are attached.

The mere acquisition or rental of any of the Condominium Units (hereafter referred to as "Units") or the mere act of occupancy of any of said units will signify that these By-Laws as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE II

THE OWNERS

Section 1. Owners. The Condominiums are owned by the owners of the units, each of whom shall be entitled to a percentage vote for each unit owned by him. The vote to be determined by the percentage of ownership of the General Common elements as specified in Exhibit C of the Declaration. No lessee, lienholder, mortgagee, pledge or contract purchaser shall have any voting rights with respect to the affairs of the Condominium.

Section 2. Annual Meetings. The Condominium shall hold each year, commencing with the year 1983, an annual meeting of the owners for the election of directors and the transaction of any business within the powers of the Condominium, at 10:00 A.M. on the first Monday in March, in each year if not a legal holiday, and if a legal holiday, then on the first day following which is not a Sunday or holiday. Any business of the Condominium may be transacted at an annual meeting without being specifically required by statute, by the Declaration or these By-Laws to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the Condominium's existence or affect its otherwise valid acts.

Exhibit E

Section 3. Special Meetings. At any time in the interval between annual meetings, special meetings of the Condominium may be called by the President or by a majority of the Board of Directors by vote at a meeting or in writing with or without a meeting, or by one third (1/3rd) of the record owners of Condominium Units.

Section 4. Place of Meeting. All meetings of owners shall be held at the principal office of the Condominium in Duck, North Carolina, except in cases in which the notice thereof designates some other place, but all such meetings shall be held within the State of North Carolina.

Section 5. Notice of Meetings. Not less than ten days nor more than ninety days before the date of every owners' meeting, the secretary shall give to each owner entitled to vote at such meeting, written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, either by mail or by presenting it to him personally or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the owner at his post office address as it appears on the records of the Condominium, with postage thereon prepaid, Notwithstanding the foregoing provision, a waiver of notice in writing signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting in person or by proxy, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of owners, annual or special, may adjourn from time to time to reconvene at the same or some other permitted place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 6. Quorum. At any meeting of owners, the presence in person or by proxy of owners entitled to cast a majority of the votes thereat shall constitute a quorum; but this section shall not affect any requirement under statute or under the Declaration of the Condominium for the vote necessary for the adoption of any measure. In the absence of a quorum the owners present in person or by proxy, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. Votes Required. A majority of the votes cast at a meeting of owners, duly called and at which a quorum is present, shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of votes cast is required by statute or by the Declaration.

Section 8. Proxies. An owner may vote either in person or by proxy executed in writing by the owner or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from its date, unless otherwise provided in the proxy. Every proxy shall be in writing, subscribed by the owner or his duly authorized attorney, and dated, but need not be sealed, witnessed or acknowledged.

Section 9. List of Owners. At each meeting of owners, a full, true and complete list in alphabetical order of all owners entitled to vote at such meeting shall be furnished by the Secretary.

Section 10. Voting. In all elections for directors every owner shall have the right to vote, in person or by proxy, for as many persons as there are directors to be elected. At all meetings of owners, the proxies and ballots shall be received, and all questions touching the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the Chairman of the meeting. Unless demanded or ordered by a majority of owners present, no vote need be by ballot, and voting need not be conducted by inspectors.

Section 11. Informal Action by Owners. Any action required or permitted to be taken at any meeting of owners may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the owners entitled to vote on the subject matter thereof, provided said consent is filed with the records of the Condominium.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Powers. The business and affairs of the Condominium shall be managed by its Board of Directors. The Board of Directors may exercise all powers of the Condominium Association except such as are by statute or the Declaration or the By-Laws conferred upon or reserved to the owners. In particular, but not by way of limitation, the Board of Directors shall be responsible for, and have all necessary powers in connection with, the care, upkeep, and surveillance of the building and other facilities of the Condominium, including its general and limited common elements, services, and Association owned property, designation, hiring and dismissal of the personnel necessary for the good working order of the buildings and to provide services for the buildings. The Board of Directors may delegate any of such responsibilities, or all and the expenses therefore shall be a common expense. The Board of Directors, or any officer or officers to whom such power may be delegated, shall have power to take any action necessary or appropriate to enforce payment of all sums, including assessments against others, due the Condominium, including the power to enforce any lien for the same. Such Board shall not undertake to provide luxury services, such as maid services, common telephone switchboard service and the like, to the condominium units without the unanimous vote of all owners. As an additional power and requirement, in the event a sewerage treatment facility is constructed, the Board of Directors shall employ or subcontract to a person, firm or appropriate governmental authority, the operation, upkeep and maintenance of such facility.

Section 2. Number of Directors. The number of directors of the Condominium shall be three, until such number be changed as herein provided. By vote of a majority of the entire Board of Directors, the number of directors may be increased or decreased, from time to time, to not exceed seven nor less than three directors, but the tenure of office of a director shall not be affected by any decrease in the number of directors so made by the Board.

Section 3. Election of Directors. Until the first annual meeting of owners or until successors are duly elected and qualified the Board shall consist of:

Bobby J. Dixon
Terry J. Dixon
John N. Starling

At the first annual meeting of owners after control of the Association is delivered to the Unit Owners the owners shall elect directors, one-third to serve for one year, one-third to serve for two years, and one-third to serve for three years. Thereafter directors shall be elected for three year terms or until their successors are elected and qualify (or for a shorter term to fill a vacancy arising for an uncompleted term), one-third of the directors being elected at each annual meeting to succeed the directors whose terms are expiring. At any meeting of owners, duly called and at which a quorum is present, the owners may, by the affirmative vote of the holders of a majority of the votes entitled to be cast thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

Section 4. Vacancies. Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of directors may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum. Any vacancy occurring by reason of an increase in the number of directors may be filled by action of a majority of the entire Board of Directors. A director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of owners and until his successor is elected and qualifies.

Section 5. Regular Meeting. After each meeting of owners at which a Board of Directors shall have been elected, the Board of Directors so elected shall meet as soon as practicable for the purpose of organization and the transaction of other business, at such time as may be designated by the owners at such meeting; and in the event that no other time is designated by the owners, the Board of Directors shall meet at 12:00 o'clock noon on the day of such meeting of the owners, if not a legal holiday, and if a legal holiday, then on the first day following which is not a Sunday or a legal holiday. Such first meeting shall be held at such place within or without the State of North Carolina as may be designated by the owners, or in default of such designation at the place designated by the Board of Directors for such first regular meeting, or in default of such designation at the office of the Condominium in Duck, North Carolina. No notice of such first meeting shall be necessary if held as hereinabove provided. Other regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of North Carolina as may be designated from time to time by the Board of Directors.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by the Board of Directors by vote at a meeting, or by a majority of the directors in writing with or without a meeting. Such special meetings shall be held at such place or places within or without the State of North Carolina as may be designated from time to time by the Board of Directors. In the absence of such designation, such meetings shall be held at such places as may be designated in the call.

Section 7. Notice of Meeting. Except as provided in Section 5 of this Article, notice of the place, day and hour of every regular and special meeting shall be given to each director two days (or more) before the meeting, by delivering the same to him personally, or by sending the same to him by telegraph, or by leaving the same at his residence or usual place of business, or, in the alternative, by mailing such notice five days (or more) before the meeting, postage prepaid, and addressed to him at his last known post office address, according to the records of the Condominium. Unless required by these By-Laws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors, need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any director who attends, or to any director who, in writing, executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 8. Quorum. At all meetings of the Board of Directors, one-half of the entire Board of Directors, but in no case less than two directors, shall constitute a quorum for the transaction of business. Except in cases in which it is by statute, by the Declaration or by the By-Laws otherwise provided, the vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the directors present by majority vote and without notice other than by announcement may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 9. Compensation. By resolution of the Board of Directors expenses of attendance, if any, may be allowed to directors for attendance at each regular or special meeting of the Board of Directors or of committees thereof, but directors as such shall not receive any compensation for their services except such as may be authorized or permitted by vote of the owners. A director who serves the Condominium in any other capacity, however, may receive compensation therefor without such vote of the owners.

Section 10. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or Committee.

Section 11. Committees. The Board of Directors may by resolution provide for such standing or special committees as it deems desirable, and discontinue the same at pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Board of Directors.

Section 12. Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with a Court proceeding to which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of malfeasance or negligence in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive all rights of indemnification to which such Director or officer may be entitled.

Section 13. Budget.

A. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the costs of performing the functions of the Association including but not limited to:

1. COMMON EXPENSES OF THE CONDOMINIUM

- (a) maintenance and upkeep of common areas and elements
- (b) maintenance and upkeep of association owned real and personal property
- (c) staff payroll, supplies and office expenses
- (d) managers salary or fees
- (e) insurance
- (f) common utilities, waste water treatment and disposal system maintenance and upkeep, which shall receive first priority of common expense funds.
- (g) service contracts
- (h) fees and permits

2. CAPITAL IMPROVEMENTS RESERVE

3. ANTICIPATED SPECIAL ASSESSMENTS

B. Copies of the proposed budget shall be transmitted to each member or unit owner on or before January 1 of the year for which the budget is made. If the budget is subsequently amended, then a copy of the amended budget shall be furnished immediately to each unit owner.

C. Accounting shall be on a cash basis and conform to generally acceptable accounting standards.

ARTICLE IVOFFICERS

Section 1. Executive Officers. The Board of Directors shall choose a President and a Vice President from among the directors, and a Secretary and a Treasurer who need not be directors. The Board of Directors may also choose an Assistant Secretary and an Assistant Treasurer, none of whom need be a director. Any two of the above mentioned officers, except that of President and Vice President, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by statute, by the By-Laws or by resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of owners next succeeding his election, and until his successors shall have been duly chosen and qualified, or until he shall have resigned or shall have been removed. Any vacancy in any of the above officers may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 2. President. The President shall preside at all meetings of the owners and of the Board of Directors at which he shall be present; he shall have general charge and supervision of the business of the Condominium; he may sign and execute, in the name of the Condominium, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Condominium; and, in general, he shall perform all duties incident to the office of President, and such other duties as, from time to time, may be assigned to him by the Board of Directors.

Section 3. Vice President. The Vice President, at the request of the President or in his absence or during his inability to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. The Vice President shall have such other powers and perform such other duties as may be assigned to him by the Board of Directors or the President.

Section 4. Secretary. The Secretary shall keep the minutes of the meetings of the owners and of the Board of Directors in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law; he shall be custodian of the records of the Condominium; and in general, he shall perform all duties incident to the office of Secretary, and such other duties as, from time to time, may be assigned to him by the Board of Directors or the President.

Section 5. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Condominium, and shall deposit, or cause to be deposited, in the name of the Condominium, all monies or other valuable effects in such banks, trust companies or other depositories as shall from time to time, be selected by the Board of Directors; he shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Condominium, and, in general, he shall perform all duties as may be assigned to him by the Board of Directors or the President.

Section 6. Assistant Officers. The Assistant Secretary, if any, shall have such duties as may from time to time be assigned to him by the Board of Directors or the Secretary. The Assistant Treasurer, if any, shall have such duties as may from time to time be assigned to him by the Board of Directors or the Treasurer.

Section 7. Compensation. The Board of Directors shall have power to fix the compensation of all officers of the Condominium Association.

Section 8. Removal. Any officer or agent of the Association may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed.

Section 9. Loans to Directors and Officers. No loans shall be made by the Association to any of its Directors or Officers. The Directors who vote or assent to the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

ARTICLE V

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. Each owner is obligated to pay the assessments imposed upon him by the Condominium to meet general common element expenses, which shall include a liability insurance policy premium and shall include a fire and other hazard premium, including flood insurance. The assessments shall be made prorata according to the percentage interest owned as stipulated in the Declaration. Such assessments may include payments to a general operating reserve. Any such assessments levied upon the owner of a unit shall become a lien on said unit at the time assessed and until paid in full. Each regular assessment levied shall be due and payable annually, thirty (30) days after assessed. Any special assessment, designated as such by the Board of Directors shall be due and payable when assessed. There will be no declaration in trust for enforcement of said lien.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the general or limited common elements, or any other unit, such owner being expressly responsible for the damages and liabilities his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, power, telephones, cable television, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Condominium for any expenditures incurred in repairing or replacing any general or limited common element damaged through his fault, other than damage arising from an insured casualty.

(d) During the period 1 November through 1 April of each year all owners must maintain heat within their respective unit at a minimum of fifty-five (55) degrees fahrenheit.

Section 3. Destruction of Buildings.

(a) In the event of the destruction of any part of the buildings of the Condominium, such destroyed part or parts shall be rebuilt unless such destruction amounts to more than two-thirds in value of the total value of both buildings. In such rebuilding the proceeds of any casualty insurance shall be used to the extent available, and as permitted and provided by the provisions of Section 2 of Article VI of these By-Laws, being allocated to the Units, general common elements and limited common elements, damaged or destroyed, in proportion to the cost of restoring each such improvement of facility. Costs in excess of such proceeds shall be paid, as to each Unit, by the owner thereof and, as to the general common elements and limited common elements, by assessment as for repairs to such elements.

(b) In the event of the destruction of any part or all of the buildings of the Condominium amounting to more than two-thirds in value of the total value of both buildings, if three-fourths (3/4) of the owners of units shall duly resolve not to rebuild or restore the buildings at any owner's meeting called to consider the question of such restoration, the buildings shall not be restored, then and in that event:

(1) The property shall be deemed to be owned as a tenancy in common by the unit owners;

(2) The undivided interest in the property owned by the unit owners as tenants in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities;

(3) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the unit owner in the property as provided herein;

(4) The property shall be subject to an action for sale for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all the unit owners in proportion to their respective undivided ownership of the common areas and facilities, after first paying, out of the respective shares of unit owners, to the extent sufficient for that purpose, all liens on the unit of each unit owner; and

(5) All real property owned by the Association itself shall be transferred by recordable instrument to the individual unit owners in the same proportions as their ownership in common area appears.

(c) In the event of partial or complete destruction of any waste water treatment facility or any appurtenance thereto, the same shall be immediately reconstructed to original specifications meeting with the approval of the Dare County Health Department and other appropriate governmental agencies, with the first proceeds of the insurance thereon, or in the event insurance proceeds are delayed, the same shall be reconstructed with capital improvement reserve funds and with common expense funds as may be necessary for said reconstruction. Provided, however, this provision shall not apply in the event the said condominium building itself is destroyed and the owners of units therein shall duly resolve not to rebuild or restore said buildings as provided in Section 3, Paragraph (b) hereinabove.

Section 4. Use of Condominium Units-Internal Changes. An owner shall not make structural modifications or alterations in his unit or installations located therein unless he has previously notified the Condominium in writing through the President of the Board of Directors and received no objection thereto. The Condominium shall have the obligation to answer within thirty (30) days, and failure to do so within that time shall mean that there is no objection to the proposed modification or alteration.

Section 5. Use of General Common Elements. The rules pertaining to the use of common elements shall also pertain to those properties conveyed to or owned by the Association which, for the purposes of these By-Laws and for the determination of common expenses are treated as common elements. An owner shall not place or cause to be placed in the general common elements any furniture, packages or objects of any kind, except that he may temporarily place chairs, umbrellas or other beach paraphernalia in open areas. The remaining general common elements shall be used for no other purpose than for normal transit through them, or for such other restricted uses as may be designated by the Board of Directors.

Section 6. Right of Entry. An owner shall grant right of entry to any person authorized by the Board of Directors of the Condominium in case of any emergency originating in or threatening his Unit, whether the owner is present at the time or not.

Section 7. Rules of Conduct.

(a) No resident of the Condominium shall post any advertisements or posters of any kind on the exterior of the Condominium or on common elements.

(b) Residents shall exercise care about making noises or in the use of musical instruments, radios, televisions and amplifiers that may disturb other residents.

(c) Clothing, towels and other items of personal property shall not be hung on exterior railings or on any other exterior part of the building.

ARTICLE VI

INSURANCE

Section 1. Protective Policies. The Board of Directors, shall procure and maintain, in its name as agent or trustees for the benefit of the co-owners who shall be deemed parties insured, policies of insurance in stock insurance companies licensed to do business in the State of North Carolina, to the extent obtainable, as follows:

(a) A policy or policies insuring the building against loss, damage or destruction by fire or other casualty, including lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicle, falling objects, smoke, malicious mischief, vandalism, collapse through weight of snow, ice or sleet, water, flood and other similar casualty, in an aggregate amount equal to the full insurable replacement value of the building, without regard to depreciation. The policy or policies, unless otherwise insuring the Condominium Units against loss, damage or destruction, shall have a contingent or conditional endorsement, with limits equal to the replacement value of the Condominium Units, providing for payment by the insurer of a sum sufficient for restoration of each unit to a tenantable condition, in the event that the owner thereof shall fail or refuse to restore his unit within a reasonable time after loss, damage or destruction of such unit, by fire or other casualty insured against. In lieu of the foregoing insurance, the Board of Directors may procure and maintain such other insurance against loss, damage or destruction of the general common elements, limited common elements and the Condominium Units, as shall give substantially equal or greater protection to the co-owners, as their interests may appear.

(b) Such insurance as will protect the owners, and each of them, from claims under workmen's compensation acts and other employee benefit acts.

(c) Such insurance as will protect the Manager, the Board of Directors, the owners, and each of them, from claims for damage to the property, any or all of which may arise out of or result from ownership of any interest in the Condominium Project or the management or operation of said project, or because of any injury or damage sustained on or attributable to the property, including the ownership, maintenance and use of the parking areas outside the building. It is intended that the insurance described in this subparagraph be a comprehensive general liability policy endorsed to protect each co-owner against all liability arising out of or otherwise attributable to the property, including

operation of the premises, products liability, liability attributable to work or other act of an independent contractor, or let or sub-let work, landlord-tenant liability, and contractual liability. Further, the insurance shall cover the liability of one or more co-owners, though also parties insured. Such public liability insurances shall be in the limits of at least \$100,000.00 for injuries or damages sustained by any one person, \$300,000.00 for injuries or damages sustained by two or more persons, \$300,000.00 for injuries or damages sustained by two or more persons in any one accident, and \$10,000.00 for property damage. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.

(d) In all events, each policy of insurance procured under this Section 1 of Article VI shall contain a waiver of the insurer's subrogation rights against each co-owner, and a waiver of any defense maintainable by the insurer by reason of any co-insurance provision of any policy or by reason of any act or neglect of any co-owner, whether before or after the loss, damage or destruction may occur. Further, each policy of insurance shall provide that any co-owner in his own right may procure other insurance, fire casualty, liability or otherwise, and that such other insurance shall in no wise serve to reduce, abate diminish or cause any proration in payment of the total loss by the insurer. Each policy of insurance procured under Paragraphs (a) or (b) of this Section 1 shall state that the exclusive right and authority to adjust losses under the policy shall be vested in the Board of Directors.

Nothing provided in this Article VI shall prejudice the right of any co-owner to insure his Condominium Unit on his account and for his own benefit, or to insure himself against liability to others. If the co-owners, however, shall procure fire or other casualty insurance covering his Condominium Unit or his interest in the Condominium Project, he shall file with the Board of Directors a duplicate of the insurance policy.

Section 2. Repairs and Replacement. Unless more than two-thirds (2/3rds) of the buildings are destroyed, the proceeds of any insurance policy procured under the provisions of paragraph (a) of Section 1 of this Article VI shall be applied to repair, restore and reconstruct the common elements destroyed by the casualty insured against and thereafter, if there be any surplus, to repair or restore the Condominium Units damaged by said casualty. If the proceeds of insurance are insufficient to cover the cost of any necessary repair, replacement or restoration of the common elements, such excess cost shall be paid by the co-owners as a common expense, upon special assessment therefor and levy thereof by the Board of Directors against each co-owner in accordance with his percentage interest factor.

Section 3. Disbursement of Insurance Proceeds. If more than two-thirds (2/3rds) of the buildings are destroyed, then the disbursement of the proceeds of all insurance policies shall be paid in accordance with and governed by the provisions of Section 3 of Article V, supra.

Section 4. Application for Insurance. Each owner shall furnish such information and sign such application forms or other documents, if any, as may be required to obtain insurance as provided in this Article VI.

ARTICLE VII

FINANCE

Section 1. Checks, Drafts, etc. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Condominium, shall be signed by officers, agents or manager of the condominium, as determined by the Board of Directors.

Section 2. Annual Reports. There shall be prepared annually a full and correct statement of the affairs of the Condominium, including a balance sheet and a financial statement of operations for the proceeding fiscal year, which shall be audited by an independent public accountant and submitted at the annual meeting of the owners and filed within twenty (20) days thereafter at the principal office of the Condominium

Section 3. Fiscal Year. The fiscal year of the Condominium shall be the calendar year, unless otherwise provided by the Board of Directors.

ARTICLE VIII

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Condominium Association at any duly constituted meeting, provided the notice thereof shall specify the amendment to be voted on, and provided the same is approved by at least two-thirds (2/3rds) of the owners; subject, however, to the restrictions set forth in Article II, Section 1, of the By-Laws. All Unit Owners shall be bound by any amendment upon the same being duly passed and set forth in an Amended Declaration duly recorded in the Dare County Registry.

ARTICLE IX

MORTGAGES

Section 1. Notice to Association. An owner who mortgages his unit shall notify the President of the Board of Directors of the name and address of his mortgagee; and the Condominium shall maintain such information in a book entitled "Mortgagees of Units". Provided further, each condominium unit is subject to alienation, mortgage or transfer as is any other real property located within the State of North Carolina, however, no condominium unit owner may mortgage or convey by deed of trust his apartment or condominium unit or convey the same as collateral, to any person, firm or corporation except as said conveyance, mortgage or deed of trust shall be a first lien deed of trust or first mortgage or a purchase money mortgage or deed of trust on the condominium unit, unless prior approval is obtained from the Association.

ARTICLE X

RESIDENT AGENT

Section 1. The resident agent heretofore named in the Declaration shall be authorized to accept service of process in any action relating to two (2) or more Units or to the common elements as authorized in Chapter 47A of the General Statutes of North Carolina, or any amendments thereof. The Board of Directors may, at its discretion, substitute another Resident Agent for the purpose of accepting such service of process as set forth above, provided that proper notification of such change be promptly filed with the Secretary of State of North Carolina.

ARTICLE XI

COMPLIANCE

Section 1. These By-Laws are set forth to comply with the requirements of Chapter 47A of the General Statutes of North Carolina. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

In the event that any provision of these bylaws shall conflict with the provisions of Declaration of Unit Ownership, The Declaration shall be understood to prevail and shall be controlling.

WITNESS the following hands and seals, this the 15th day of September, 1982.

_____(Seal)

_____(Seal)

_____(Seal)