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CHRISTOPHER A. FRY
Register Of Deeds
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PREPARED BY: ALAN S. HICKS
ATTORNEY AT LAW
RETURN TO: CHRISTOPHER L. SEAWELL
P. O. Box 339
Manteo, NC 27954

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FRISCO POINT**

THIS DECLARATION, made this the 1st day of November, 1995, by James E. Stovall and wife, Mary Jean M. Stovall, of Person County, North Carolina, hereinafter referred to as the "Declarant";

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of certain real property lying and being in Hatteras Township, Dare County, North Carolina and more particularly described as follows (the "Property"):

Bounded on the North by the High-Tor-Sands Subdivision, bounded on the East by the Cape Hatteras National Seashore Park, bounded on the South now or formerly by the Hatterasman Motel Corporation property, bounded on the West by the right of way of N. C. Highway 12 and being all of what is shown as Lots 1 through 7, inclusive, on that plat of survey entitled "FRISCO POINT, CAPE HATTERAS", surveyed by Freddy D. Rankin, R.L.S., dated August, 1995 and of record in Plat Cabinet D, Slide 99, Dare County Registry, which said plat is hereby specifically incorporated by reference herein for greater certainty of description.

AND WHEREAS, the Declarant desires, for the benefit of the Property, and for the benefit of future purchasers of any portion of the Property, that same shall be subjected to certain covenants, conditions, easements, assessments and restrictions governing and regulating the use and occupancy thereof;

AND WHEREAS, the Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the Property;

NOW THEREFORE, in order to carry into effect such purpose, and in order that the Property might afford a maximum beneficial use to any owner of any part thereof for residential purposes, Declarant hereby declares that all of the Property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following provisions, restrictions, conditions, easements, assessments and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS

a. Assessment shall mean charges levied against the Owners of lots or dwelling units within the Property, as hereinafter defined, pursuant to the provisions of Section 3 hereof.

- b. Association shall mean Frisco Point Owners Association, its successors and assigns.
- c. Declarant shall mean James E. Stovall and wife, Mary Jean M. Stovall, or their successors as developer of the Property.
- d. Declaration shall mean this document and any subsequent amendments or additions hereto.
- e. Owner shall mean the record owner, whether one or more persons or entities, of fee simple title to any dwelling unit or lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation, and shall further include the record owner of fee simple title to any dwelling unit or lot which is shown upon any subdivision map for any property hereafter subjected to the terms, provisions and conditions of this Declaration.
- f. Property shall mean and refer to all or any portion of Frisco Point and such additions thereto as may hereafter be brought within the provisions of the Declaration and the jurisdiction of the Association.

2

PROPERTY SUBJECT TO DECLARATION

- a. Properties Subject. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Hatteras Township, Dare County, North Carolina and is more particularly described as hereinabove set forth. Only the above described property is hereby made subject to this Declaration, provided, however, Declarant reserves the right to subject other real property to the restrictions set forth herein as hereinafter set out.
- b. Annexation of Additional Properties. The Declarant may, but is not required to, annex additional lands to become a part of the Property governed by the Declaration. In addition, the Association may annex additional land upon the affirmative vote of two-thirds of both the Class A membership and Class B membership of the Association at a meeting at which a quorum is present and which has been duly called for this purpose.
- c. Supplementary Declaration. Each addition to the Property herein authorized shall be made by filing of record one or more supplementary declarations with respect to the lands to be then made subject to this Declaration, thereby extending the jurisdiction of the Association to such lands and subjecting same to all of the provisions hereof. Each such supplementary declaration may contain complimentary additions and modifications of the covenants, conditions and restrictions herein contained as may be necessary to reflect the different character of the added Property, provided, however, that any such supplemental declaration shall not revoke or otherwise amend the provisions of this Declaration relative to the Property hereby made subject thereto.

3

OWNER'S ASSOCIATION

- a. Membership and Voting Rights. Every Owner of each lot which is subject to this Declaration shall automatically be a member of the Frisco Point Owners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject hereto. The Association shall have two classes of voting membership:

1. Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.

2. Class B. The Class B member shall be the Declarant and shall be entitled to seven votes for each lot owned. The Class B membership shall cease when the Declarant no longer owns any portion of the Property or shall be converted to Class A membership at such time as the Declarant voluntarily consents in writing to such conversion.

b. Organization and Governance. The Declarant has adopted Bylaws for the governance and operation of the Association (the "Bylaws"). However, the Declarant shall have sole authority and responsibility for the operation of the Association until such time as it no longer owns any portion of the Property or until it voluntarily converts its Class B membership to Class A. Thereafter, or at any earlier time as chosen by the Declarant, in its sole discretion, the Association shall be governed by the Bylaws.

c. Assessments. Each Owner, other than the Declarant, by acceptance of a deed for any portion of the Property, whether or not it shall be so expressed in such deed, covenants and agrees as follows:

1. Lien and Personal Obligation of Assessments. To pay annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of each lot, and such personal obligation, whether for any delinquent assessments and/or future assessments, shall remain the personal obligation of such Owner and shall not pass to any successor in title unless expressly assumed by him.

2. Payment and Purpose of Assessments. The assessments shall be used to provide funds for such purposes as the Association may determine, including maintenance, operation, improvement and protection of the Property, its roads and other facilities, enforcing this Declaration and, in addition, doing any other things necessary or desirable in the opinion of the Declarant or the Association. Until such time as the Class B membership in the Association is converted to Class A membership by virtue of Section 3(a)(2) hereinabove, the assessments shall be billed and collected by the Declarant, and held and used by the Declarant, for the purposes set forth herein. Thereafter, the assessments shall be billed, collected, held and expended by the Association for the purposes herein expressed.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per lot. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year in an amount not to exceed five percent (5.0%) above the maximum assessment for the previous year. Once the Association assumes the responsibilities of this

Page 4

Subsection (c)(3), the annual assessment may be increased above this amount only by the affirmative vote of two-thirds of the membership of the Association present, in person or proxy, at a meeting duly called for this purpose.

4. Notice Requirements. Written notice of any meeting called for the purpose of taking any action authorized under Subsections (c)(3) or (4) of this Section 3 shall be sent in compliance with the provisions of the Bylaws.

5. Uniform Rate of Assessment. Annual Assessments will be fixed at a uniform rate for all lots, with the exception that if a duplex dwelling unit is constructed and maintained on Lot 6, the Owner of the said Lot 6 shall pay an annual assessment at one and one-half times the uniform rate. Assessments may be collected on a monthly, quarterly or annual basis, as determined by the Association.

6. Accrual of Assessments. The annual assessments provided for herein shall commence as to each lot on the first day of the month following the initial conveyance of the lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. All annual assessments with regard to each lot after the year in which its initial sale occurs shall accrue as of January 1. The amount of the annual assessment shall be fixed at least thirty (30) days in advance of the assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto on or after February 1 of each year, and shall be payable within thirty (30) days after the date of said notice. The Declarant or the Association shall, upon request, furnish a certificate setting forth the status of assessments with respect to a specified lot.

7. Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest thereafter at the then maximum legal rate. The Declarant or the Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney fees of such action of foreclosure shall be added to the amount of the assessment due. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

8. Declarant's Obligations For Assessments. The Declarant's obligation for assessments on unsold lots subject to this Declaration will be limited to the difference between the actual operating costs of the Property and the assessments levied on Owners to whom lots have been conveyed. In no event, however, will the Declarant be required to make a deficiency contribution in any amount greater than that for which it would otherwise be liable if it was paying assessments on unsold lots. In the event that the Declarant turns the operation of the Property over to the Association prior to the time that it has sold all of the Property, the Declarant shall pay assessments as would any other Owner for each lot owned.

9. Subordination to Mortgage Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to any first mortgage foreclosure under a power of sale, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from

liability for any assessments thereafter becoming due or from the lien thereof.

LAND USE AND ARCHITECTURAL CONTROL

a. **Architectural Committee.** No building, fence, wall, driveway or other structure or any exterior addition or alteration to any existing structure, nor any clearing or site work or other improvement of any nature whatsoever shall be commenced, erected or maintained upon the Property until plans and specifications therefore showing the shape, dimensions, materials, basic exterior finishes and colors, location on site, driveway, parking, well, septic tank and drain field, floor plan and elevations therefor (all of which is hereinafter referred to as the "Plans"), shall have been submitted to and approved in writing by the Declarant, or in the event the Declarant assigns this right and duty to the Association, or at such time as the Declarant no longer owns any lots subject to this Declaration, then by an architectural committee composed of two or more representatives appointed by the Association (all or any combination of which are hereinafter referred to as "Architectural Committee"). In the event that the Architectural Committee fails to approve or disapprove the Plans within thirty (30) days after same have been submitted, approval will not be required and this provision will be deemed to have been fully complied with. Upon giving approval to the Plans, construction shall be started and prosecuted to completion promptly and in strict conformity with the Plans as previously approved by the Architectural Committee, and Declarant or the Association shall be entitled to stop any construction which is in violation of the Plans or any of the other provisions of this Declaration. The Architectural Committee shall not be responsible for any structural or other defect in the Plans submitted to it or in any structure erected according to such Plans.

b. **Variances.** The Architectural Committee shall have power to and may, but shall not be required to, allow adjustments of the conditions and restrictions herein contained in order to overcome practical difficulties and prevent unnecessary hardships in the application of the requirements of this Declaration, provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment shall not be materially detrimental or injurious to other property or improvements. Variances and adjustment of height, size and setback requirements may be granted hereunder, however, in no event will a variance of more than ten percent (10.0%) be granted with respect to dwelling size.

c. **Dwelling Quality and Size.** Any dwelling constructed on the Property shall not exceed the maximum above ground height allowed by applicable governmental regulations. No dwelling containing less than fifteen hundred (1500) square feet of finished, above ground, temperature controlled living area, exclusive of basements, garages, carports, storage areas, breezeways and stoops shall be erected upon any lot. All structures erected shall be of good standard quality workmanship and the materials used therein shall be of standard and approved quality. No manufactured homes shall be permitted, without regard to whether same are placed upon a permanent foundation. Manufactured homes are defined to include single or double wide mobile homes which are originally equipped with axles. Modular homes, defined to mean those manufactured in a controlled environment without axles and without a motor vehicle title, are specifically permitted. All dwellings shall be served by a public water system or private well, as permitted or required by applicable governmental

regulations, and individual septic systems, the construction, operation and maintenance of which shall be in full compliance with all applicable county and state building codes and health regulations.

d. Building Location. All buildings shall have minimum front, side and rear setbacks consistent with those required by applicable Dare County land use regulations or any subsequent governmental use restriction as may hereafter apply; location shall further be subject to the discretion of the Architectural Committee notwithstanding its compliance with governmental setback requirements.

e. Building Completion. The exterior of all dwellings and other structures must be completed within twelve (12) months after the commencement of construction, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities and written extension has been granted by the Declarant or Architectural Committee.

f. Permitted and Prohibited Activities. The Property shall be used exclusively for residential purposes. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding Property Owners, including, without limitation, hunting or the discharge of firearms. No business activity, trade or profession of any kind whatsoever shall be carried on or practiced upon any of the subject Property, except that the rental of a dwelling unit located upon any lot within the Property is not prohibited hereby. No motor vehicles or equipment of any kind shall be stored upon the premises except in enclosed garages. No swimming pool or other excavation which may reasonably be expected to contain accumulations of water may be constructed upon any lot without the prior written consent of the Architectural Committee. No satellite signal receiving dish or radio antenna shall be erected upon any lot without the prior written consent of the Architectural Committee, it being the purpose hereof to insure that same shall not unreasonably interfere with the rights and privileges of other lot Owners. A satellite signal receiving dish may not exceed twenty-four (24) inches in diameter and must be mounted on the dwelling in a location not visible from the development road. No unlicensed vehicles or drivers, dirt bikes, or off road vehicles shall be allowed to operate on the development road or upon any lot.

g. Exterior Amenities. The design, construction and location of swimming pools, satellite signal receiving dishes and all other exterior amenities located on any portion of the Property are specifically subject to the approval required by Subsection (a) of this Section 4 and any applicable governmental regulations.

h. Screening. All trash receptacles shall be concealed from view. No fuel tanks or similar storage receptacles may be exposed to view. All such receptacles, as well as exterior air-conditioning or heating equipment, must be screened from public view by a screening material or by shrubbery, to be approved as required in Subsection 4(a) above.

i. Division of Lots. No lot shall be further divided.

j. Temporary Structures. No structure of temporary character, whether trailer, basement, tent, shack or barn shall be erected or placed on any lot covered by this Declaration. No detached building of any kind shall be used at any time for human habitation, either temporarily or permanently.

Page 7

k. Animals. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of the Property, and provided further that all such pets shall at all times be kept under proper control of their owner.

l. Signs. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the lot for sale or rent. Notwithstanding the foregoing, Declarant shall have the right to locate signage in its discretion on any portion of the Property owned by Declarant, as well as signage identifying the development at the entrance thereto.

m. Outdoor Drying. Outdoor drying of any kind is prohibited, including, but not limited to, drying on clotheslines, porches, decks or railings.

n. Vegetative Buffer. A vegetative buffer, whether natural or cultivated, shall be maintained by each Owner for a width of not less than ten feet (10.0) along the common boundary with each adjoining lot. This requirement shall be subject to exception on a case by case basis, for good cause shown, upon individual application to the Architectural Committee.

o. Parking. Adequate off street parking shall be provided by the Owner of each lot for the parking of automobiles of such Owner or the residents of any dwelling constructed thereon.

p. Driveway Drainage. Each Owner, as a part of the process of approval of the Plans as same relate to a driveway connection to the development road, will provide for, construct and maintain a suitable drainage swale or culvert so as to allow for unimpeded water movement along the existing roadway swale with the overall desired drainage pattern for storm water along the development road.

q. Mailboxes. The Declarant or the Architectural Committee may determine standards and issue guidelines for the location, material, color and design for mail and/or newspaper boxes, if any, and the manner in which they shall be identified.

r. Common Dumpster. The appearance on the subdivision plat of a site for a common dumpster does not obligate the Declarant or the Association to provide one. However, if such a trash receptacle is so located, it must be fenced and gated, screened from view and shrubs must be planted and maintained on the outside of the fence, except the gate. All of the foregoing, as well as ongoing maintenance and operation of the site, is subject to the approval and supervision of the Declarant or the Architectural Committee.

5

MAINTENANCE

a. During Construction. During construction, the contractor or Owner must keep the building site reasonably clean. All building debris, stumps, trees and other refuse must be removed from each building lot as often as necessary in order to keep same in a neat and attractive condition. Such debris will not be dumped or allowed to remain on any part of the Property.

b. Buildings and Grounds. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such lot tending to substantially decrease the beauty and value of the neighborhood as a whole or the specific area affected. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of any lot and no refuse pile or unsightly accumulation shall be allowed to be

placed or suffered to remain upon any lot, including vacant lots.

c. Roads. Maintenance responsibility for the private road as shown on the recorded plat of Frisco Point shall be that of the Declarant or the Association. This shall include responsibility to grade and maintain such road and the right of way associated therewith in a paved condition reasonably suitable for residential vehicular traffic and in the same general condition as initially constructed by Declarant. In addition, each Owner shall be separately responsible for the costs of constructing and maintaining the private drive serving the individual lot from the development road and for the costs of repairing any damage to the development roads by reason of or arising from excess use suffered during construction of improvements upon a lot. Driveways serving individual lots shall be surfaced with the same material used to pave the development road, or other paving material approved by the Architectural Committee.

d. Entrance Improvements. Maintenance responsibility for any landscaping and signage provided by the Declarant at the entrance to the Property shall likewise be that of the Declarant or the Association. This shall include responsibility to maintain the entrance signage and landscaping in a condition reasonably consistent with the quality of same as initially provided by Declarant.

6

EASEMENTS AND RIGHT OF ENTRY

a. Right of Way and Utility Easements. It is understood that the Declarant hereby specifically reserves the right and privilege to initially determine and to subsequently modify the location of all necessary rights of way of development roads and utilities, and that the successors and assigns of the Declarant shall accordingly take title to any portion of the Property subject to the rights herein reserved by the Declarant to determine or modify the location of and to grant or amend any such necessary rights of way or easements without the consent or joinder of individual Owners of any portions of the Property affected thereby. The Declarant reserves the right to subject the Property to a contract with the applicable provider of electrical service for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to the utility company by the Owner of each building. All utility lines specifically serving an individual lot must be placed underground at the expense of the Owner. Electrical service will be provided by the Declarant in the right of way of the development roads as shown on the applicable plats of survey, it being understood that it is the sole responsibility of the Owners to extend same from that point to serve their individuals lots. The Declarant reserves the right to subject the Property to easements for the extension of septic drain lines and the location of drain fields off site relative to any lots on which a private septic system cannot be completely self contained under applicable governmental regulations.

b. Easements of Access. Each and every Owner is hereby granted an easement to pass over, use and enjoy the development road, the beach access easement, the common dumpster location and any other areas shown on the recorded subdivision plat for the benefit of all Owners of any portion of the Property. The Declarant reserves the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any similar action reasonably necessary to provide economical and safe installation and service of the development road and storm

water control relating thereto, utilities, the beach access and the common dumpster location. The Declarant expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of these common areas in a manner not inconsistent with the provisions of this Declaration.

c. Right of Entry. The Declarant reserves for itself, its successors and assigns, the right to enter upon any lot, such entry to be made by personnel with suitable equipment, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth and for the purpose of building, repairing, or otherwise enforcing the provisions of this Declaration, which such entry shall in no event be deemed to be a trespass.

7

VIOLATIONS OF DECLARATION

a. Enforcement. The Declarant, the Association or any other Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition, the Declarant or the Association shall have the right, but not the obligation, whenever there exists on any lot any condition which is in violation of this Declaration, to summarily abate or remove same at the expense of the Owner if, after thirty (30) days prior written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The cost of any such action with regard to the enforcement of the provisions of this Declaration may be recovered in the nature of and in the same manner as an assessment against the affected Owner and his or her lot, as provided in Section 3(c) above. Failure by the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the continuing right to do so thereafter.

b. Subordination of Lien. The lien which may be created in favor of the Declarant or the Association for the expense of abatement or removal of any condition in violation of this Declaration shall be subordinate and inferior to any mortgage then or thereafter encumbering such lot.

8

GENERAL PROVISIONS

a. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and shall be binding upon the Property, for a term of twenty (20) years from the date of recordation of this Declaration, after which time same shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than seventy-five percent (75.0%) of the Owners has been recorded, agreeing to change this Declaration in whole or in part.

b. Notices. Any notice required or allowed to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, certified mail - return receipt requested to the last known address of the Owner in the records of the Declarant or the Association at the time of such mailing.

c. Binding Effect. The provisions of this Declaration, both negative and affirmative, and including, without limitation, the covenant to pay assessments, shall be binding upon and

shall inure to the benefit of each lot and the Owner of each lot, their heirs, successors and assigns.

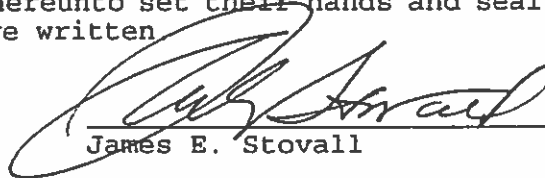
d. Severability. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions hereof, all of which shall remain in full force and effect.

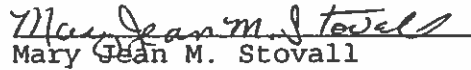
e. Headings. Headings are inserted only for convenience of reference and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

f. Construction. In all cases, the provisions of this Declaration shall be construed together and shall be given that interpretation or construction which will best allow for its strict enforcement and, if necessary, the provisions hereof shall be so extended or enlarged by implication as to make them fully effective consistent with the intent hereof.

g. Number and Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter genders, and the use of the singular shall be deemed to refer to the plural and vice versa, as the context so requires.

IN WITNESS WHEREOF, James E. Stovall and Mary Jean M. Stovall, the Declarant herein, have hereunto set their hands and seals, this the day and year first above written

 (SEAL)
James E. Stovall

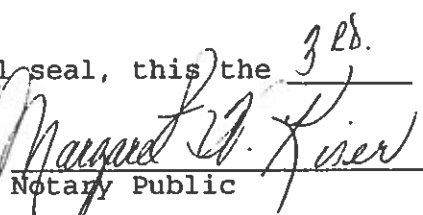
 (SEAL)
Mary Jean M. Stovall

NORTH CAROLINA
PERSON COUNTY

I, MARGARET W. KISER, a Notary Public of the aforesaid State and County, do hereby certify that James E. Stovall and wife, Mary Jean M. Stovall, personally appeared before me this date and duly acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 3rd day of November, 1995.

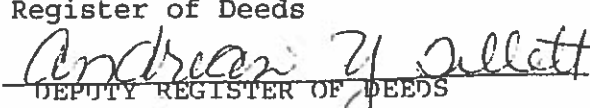
Commission Expires: 3/17/96


Notary Public

NORTH CAROLINA
DARE COUNTY

The foregoing certificate of MARGARET W. KISER, Notary Public of the governmental unit designated, is acknowledged to be correct. Let this instrument and this certificate be registered.

Filed for registration on the 19th day of JANUARY, 1996, at 4:56 o'clock P.m., and duly recorded in the Office of the Register of Deeds of Dare County, North Carolina, in Book 1029, Page 0127.

DORRIS A. FRY
Register of Deeds

DEPUTY REGISTER OF DEEDS