

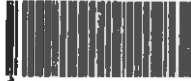
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Prepared by and Return to:
E. Crouse Gray, Jr., Attorney at Law
GRAY & LOYD, L.L.P.
3120 North Croatan Highway, Ste. 101
Kill Devil Hills, North Carolina 27948
My File No. 13322-001

**FIRST AMENDMENT TO AND RESTATEMENT OF
DECLARATION OF PROTECTIVE COVENANTS
OF ISLAND WOODS SUBDIVISION**

**THIS FIRST AMENDMENT TO AND RESTATEMENT OF DECLARATION OF
PROTECTION COVENANTS OF ISLAND WOODS SUBDIVISION** made this the 24th day of
October, 2017, by the Island Woods Subdivision Association, an unincorporated association of the lot
owners in the Island Woods Subdivision (hereinafter referred to as the "Association").

RECITALS:

A. William G. Alexander, Charles D. Evans and Betty Alice Mann, Trustees of the Percy W. and Elizabeth G. Meekins Charitable Trust, as Declarant, executed and recorded a Declaration of Protective Covenants of Island Woods Subdivision as recorded in Deed Book 1722, Page 180, Dare County Public Registry, (hereinafter the "Original Covenants").

B. The Original Covenants established an unincorporated association known as the Island Woods Subdivision Association, being an unincorporated association of all lot owners within the development.

C. The Declarant has conveyed to third party purchasers, all the lots within the Island Woods Subdivision and therefore, the Declarant no longer has control over the Island Woods Subdivision Association, nor any right to amend or modify the restrictive covenants.

D. The lots owners in the Island Woods Subdivision Association, upon a meeting duly held, after appropriate notice to all lot owners, have voted to approve and record this First Amendment to and Restatement of Declaration of Protective Covenants of Island Woods Subdivision.

NOW, THEREFORE, the Association hereby amends, modifies and restates the Declaration of

Protective Covenants of Island Woods Subdivision as follows:

The Original Covenants as recorded in Deed Book 1722, Page 180, Dare County Public Registry are hereby declared to be null, void and to no effect and the following is hereby substituted.

NOW, THEREFORE, the Association hereby covenants and agrees with all persons, firms and corporations now owning or hereafter acquiring any property owned by it and referred to above, being Lots 1 through 17, inclusive of Island Woods Subdivision, as shown on the following maps or plats:

1. For Lots 1 and 2, that certain plat entitled, "Island Woods Subdivision, Meekins Charitable Trust, Roanoke Island, Nags Head Twsp., Dare Co., N. Carolina", prepared by Martin Barnette, PLS, of B.I.L.D., dated June 23, 2003, and recorded in Plat Cabinet F, Slide 20, of the Dare County Public Registry.
2. For Lots 3 through 17, that certain plat entitled, "Island Woods Subdivision, Phase 2, Meekins Charitable Trust, Roanoke Island, Nags Head Twsp., Dare Co., N. Carolina", prepared by Martin Barnette, PLS, of B.I.L.D., dated July 21, 2006, and recorded in Plat Cabinet G, Slide 279, of the Dare County Public Registry;

Said maps or plats being incorporated herein by reference for a more complete and precise description, are hereby subjected to the following restrictions as to the use thereof, running with said properties by whomsoever owned.

If any person, firm, partnership, or other legal entity, subsequently acquiring title to or possession of any lot or lots within said subdivision, or his or her heirs or assigns, and successors in interest, shall violate any of the restrictions hereinafter set out, it shall be lawful for any person owning real property situated in said subdivision or the unincorporated association of homeowners to institute legal proceedings against the person, persons or entity, for violating any of said restrictions, and either prevent said person from doing so, or recover damages for such violation, or both. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

I
RESIDENTIAL USE

(a) All lots, except Lot 2, shall be exclusively used for residential purposes only. Lot 2 may be used for a limited common element drain field as specified below. No lot included in this Declaration shall be used or occupied for the manufacture or sale of any articles or for any commercial purposes of any kind whatsoever, or for the conducting of any business, including, but not limited to, conducting or operating any business out of the home that would allow or require customers to visit said home. Hotels, motels, rooming houses or boarding houses, are strictly forbidden.

(b) If one owner acquires two or more adjoining lots, then and in that event the adjoining two or more lots or portions thereof may be used as one (1) building site, and the side lot lines and easements referred to herein shall apply to the outside perimeter line of the combined lots. Should two or more lots or any portions thereof be used as one (1) building site, then the reconfigured property shall be deemed to

be one (1) lot only for purposes of voting and for purposes of assessments.

(c) There is further hereby designated as a "Limited Common Element" all of Lot 2, which contains a community drain field area and all portions of the septic systems including all septic lines associated with Lots 4, 5, 6, 7, 9, 10 & 14, which shall be deemed to be a Limited Common Element for Lots 4, 5, 6, 7, 9, 10 & 14.

(d) The present owner of Lot 2 shall be responsible to construct the community drain field and septic system which is to service Lots 4, 5, 6, 7, 9, 10 and 14. The present owner of Lot 2 shall convey Lot 2 to the Association. The Association agrees to accept the transfer of title for Lot 2.

II **RESTRICTIONS**

(a) Notwithstanding anything else as contained herein, no mobile home, modular home, nor any "manufactured home", whether single wide, double wide, triple wide or of any other width may be placed upon any of the lots. "Manufactured Home" shall have the same definition as set forth in NCGS Section 143-145(7).

(b) No structure of a temporary character, including but not limited to a trailer of any kind, tent, shack, or mobile home, shall be used or allowed on any lot or land at any time, either temporarily or permanently, except such temporary structures as may be necessary for the storage of materials by or for the convenience of workmen during the erection of the residences upon said lots or land, which shall be removed immediately when no longer needed. No temporary structure of any kind including those hereinabove set out shall be used on any lot or land at any time as a residence either temporarily or permanently.

(c) Any outbuildings, including but not limited to a shed, detached garage, or barn must be finished in the same style, colors and materials as the residence. Fences shall not exceed five (5) feet in height, except to surround a swimming pool, which said fence shall not exceed six (6) feet in height. No chainlink fences are authorized or allowed to be on any property.

(d) Each lot owner shall provide screening from public view for fuel tanks, service yards, air conditioning units, clothes lines, water tanks, and rubble storage receptacles.

(e) All personal property of the lot owner, including yard furniture, firewood, bicycles, motorbikes, beach furniture, toys and trash cans must be stored or kept inside each building or in exterior receptacles, which properly screen from public the items. No such items may be kept in the yard areas of the lots, it being the intent of this subsection to maintain an aesthetically pleasing subdivision free of exterior storage and display of unsightly clutter to insure the continued beauty of the subdivision.

(f) No structure shall be moved on any lot, unless such structure conforms with and is in compliance with the existing conditions set forth herein.

(g) All utilities shall be placed underground. Exposed antennas shall be placed only in the rear yard or behind the residence.

III
SET BACK RESTRICTIONS

- (a) No building shall be erected or maintained on any lot closer than twenty-five (25) feet from the front line, nor closer than ten (10) feet from the side lines nor closer than twenty-five (25) feet from the rear property line.
- (b) Owners of Lots 1, 13, 14, 15 and 16 must maintain a vegetative buffer of not less than ten (10) feet at the rear of said lots which abut the property shown on the recorded subdivision plat as herein referenced.

IV
NUISANCE

- (a) No nuisance or offensive, noisy, or illegal activity shall be done, suffered, or permitted upon any lot, no part of any lot shall be used or occupied injuriously to affect the use or value of the adjoining premises for residential purposes or the neighborhood wherein the premises are situated.
- (b) Outside garbage and trash accumulation shall be emptied regularly, and all service utilities, fuel tanks, wood piles, and trash and garbage accumulation, are to be enclosed within a wall or fence, so as to preclude same to cause any unsightly view.
- (c) No signs of any kind, except signs advertising the property for sale or rent and temporary political signs which must be removed immediately after the election has taken place, can be erected on any lot.
- (d) No animals other than commonly accepted domestic pets shall be allowed on any lot and same subject to any applicable governmental rules or regulations applying thereto.
- (e) No junked, wrecked or abandoned or inoperative automobiles, trucks, buses, boats or any other vehicles or any parts thereof shall be permitted to remain on the property, nor shall other unsightly materials be stored thereon.
- (f) No commercial vehicles of any type other than pickup trucks or panel trucks may be parked on said lots except temporarily or for food deliveries. Specifically excluded are box vans.
- (g) Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent the accumulation of rubbish and debris on the premises.
- (h) All buildings, structure and other appurtenances shall be maintained in a suitable state of repair; and in the event of destruction by fire or other casualty, the premises are to be cleaned and cleared of debris within sixty (60) days from the date of such casualty.

V
EASEMENT

- (a) The Island Woods Subdivision Association reserved unto itself, a perpetual, assignable and

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releasable easement and right over, on and under the ground to erect, maintain and use electric, cable television and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, cable television, telephone equipment, gas, sewer, water or other public conveyances of utilities, and for drainage purposes, on, in, over or under the front fifteen (15) feet, the rear ten (10) feet, and the side ten (10) feet of each lot.

(b) All owners of lots and lands subject to these restrictions shall have an easement of right of way for the purpose of ingress, egress and ordinary enjoyment across any of those lands designated or set aside as access for all property owners.

(c) In addition to the easements reserved above, the owners of Lots 4, 5, 6, 7, 9, 10 and 14 are hereby granted an easement for the placement of, repair, maintenance, and replacement of septic or sewer lines, as shown on map or plat entitled in part, "Island Woods Subdivision, Roanoke Island, Dare County, North Carolina, Lots 1, 2, Phase 1 and Lots 3-7, 9, 10 and 14, Phase 2 Preliminary Overview" by Michael W. Robinson, P.E., P.L.S. Engineering and Surveying, which is attached hereto as Exhibit "A" and incorporated herein by reference as if set out word for word.

VI VIOLATION

In the event of any violation or breach of any of the restrictions or obligations contained herein by any property owner or the tenant, agent, or anyone acting on behalf of such owner, then the Association, its successors or assigns, or the owners of any lot within the subdivision or any of them, jointly and severally, shall have the right to proceed in law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of the restrictions set out above, but before litigation can be constituted ten (10) days' written notice of such violation shall be given to the owner or his agent. The failure to enforce any right, reservation or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction contained in this Declaration shall in no way affect any of the other restrictions, but they and each of them shall remain in full force and effect.

VII ASSOCIATION

(a) Each lot owner within the subdivision shall be a member of the Island Woods Subdivision Association, an unincorporated association whose members shall be all lot owners within the development. All owners shall be deemed to become members automatically and there shall be no other qualification for membership. Membership shall be appurtenant to and shall not be separated from the ownership of a lot. Each lot shall have one (1) vote for any issue that comes before the membership. Any person who owns or holds more than one (1) lot, such owner shall be entitled to the appropriate number of votes for each lot owned. If only one of the multiple owners of a lot is present at a meeting of the Association, the owner who is present is entitled to cast the votes allocated to that lot. If more than one of the multiple owners are present, the vote allocated to that lot may be cast only in accordance with an agreement of the majority of interest of the multiple owners. Majority agreement shall be conclusively presumed if any one of the multiple owners casts the vote allocated to that lot without protest(s) made promptly to the person

presiding at the meeting by any other owner of the lot. Any person holding an interest in a lot as security for the performance of an obligation shall not be a member.

(b) The Board of Directors of the Association shall consist of three (3) Members. The Directors shall be voted upon by the membership at an annual meeting. Each Board Member shall assume one (1) of the officerships, being President, Secretary and Treasurer.

(c) Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed of other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made.

Upon filing with the County Clerk of Court's Office, each such lien shall be prior to all other liens except the following: (1) Assessments, liens and charges for real estate taxes due and unpaid on the Lot; and (2) All sums unpaid on Deeds of Trust, Mortgages and other encumbrances duly of record against the Lot prior to the docketing of the aforesaid lien. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such lot at the time when the assessment fell due.

(d) The assessments levied by the Association shall be exclusively for the purpose of promoting the health, enjoyment, safety or welfare of the residents in the subdivision and in particular for the improvement and maintenance of properties and facilities devoted to the purpose and relating to the use and enjoyment of the Common Areas and of the homes situated upon the subdivision, including maintenance of roads, all of which shall be Common Expenses, as detailed in the By-Laws.

(e) The annual assessment shall be established by the Board of Directors in accordance with the provisions of the By-Laws. The total assessment payable by any Owner may be divided into such installments as the Board shall deem appropriate, but until notice from the Board to the contrary is received, the Owner of each Lot shall pay his or its appropriate share as herein determined on any annual basis, in advance. The owners of Lots 4, 5, 6, 7, 9, 10 and 14 shall be the only lot owners obligated to pay for the Limited Common Elements of Lot 2, which shall be assessed as part of the annual assessments due from Lots 4, 5, 6, 7, 9, 10 and 14.

(f) In addition to the annual assessments authorized by subsection (e) hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repairs or replacement of any capital improvement located upon the Common Areas, including the necessary fixtures and personal property relating thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of all the Members at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(g) The quorum required for any action authorized by subsection (f) of this Article shall be as follows:

At the first meeting called, as provided in subsection (f) of this Article, the presence at the meeting of Members, or of proxies, entitled to cast a majority of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding scheduled meeting.

(h) The Personal Obligation of the Owner: The Lien: Remedies of the Association. If the assessments are not paid on the date due then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot, or Lots, which shall bind such Lot, or Lots, in the hands of the then-Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then-Owner to pay such assessment, however, shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of interest set by the Board, not to exceed the maximum rate permitted by law and the Association may bring appropriate civil action against the Owner personally obligated to pay the same or to foreclose the lien against any such Lot, or Lots, and there shall be added to the amount of such assessment to be collected upon foreclosure, the costs of such action and reasonable attorney's fees to other cost incurred by the Association. In the event a judgment is obtained against any Owner for such assessment, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

(i) The Association shall assess all fees, costs and expenses associated with the Limited Common Element, including, but not limited to, all costs for repair, servicing, maintenance and construction and replacement, to those lots which are served by such Limited Common Element, specifically being Lots 4, 5, 6, 7, 9, 10 & 14.

VIII **DURATION/AMENDMENT**

These covenants, conditions and restrictions shall continue until February 1, 2027, at which time the same shall be automatically extended for further successive periods of ten (10) years each. Notwithstanding the preceding sentence, this Declaration may be amended by a majority vote of the owners at any time. If any amendment to the Declaration creates an inconsistency in the Bylaws to the extent such inconsistency exists, the amended Declaration shall control. All amendments shall become effective at the time they are recorded in the Office of the Register of Deeds of Dare County, North Carolina.

IN WITNESS WHEREOF, the Association has caused this First Amendment to Declaration of Protective Covenants of Island Woods Subdivision to be executed by authority duly given after the majority of the lot owners have approved the same at a meeting duly called.

ISLAND WOODS SUBDIVISION,
an unincorporated association

By: _____

(SEAL)

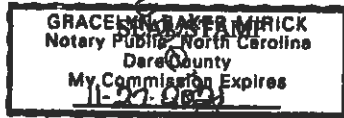
SUMEDH GUPTA, President

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STATE OF North Carolina
CITY/COUNTY OF Dare

I, Gracelyn Baker Minick, a Notary Public of the City/County and State aforesaid, certify that Surind Gupta, of the Island Woods Subdivision Association, an unincorporated association, personally came before me this day and acknowledged that he/she is President of the Island Woods Subdivision Association, and that he/she, as President, being authorized to do so, executed the foregoing on behalf of the association.

Witness my hand and official stamp or seal, this the 24th day of October, 2017.



Gracelyn Baker Minick
Notary Public
My Commission Expires: 11-27-2021
Registration Number: _____
(if required)

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