PREPARED BY AND RETURN TO: [redacted]RT L. OUTTEN '94 AUG 17 [redacted] 40

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BK 948 PG 0246 REGISTER OF DEEDS
DARE COUNTY, N.C.

NORTH CAROLINA
DARE COUNTY

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS

THIS SUPPLEMENTAL Declaration of Protective Covenants is made and entered into this the 26th day of July, 1994 by G & D PARTNERSHIP, being referred to as the "Declarant" within this document:

W I T N E S S E T H:

WHEREAS, Declarant is the owner of more than three percent (3%) of the property of the lands known as the Ocean Breakers subdivision and identified in Plat Cabinet C at Page 192E of the Dare County Registry; and

WHEREAS, the aforesaid property is subject to that certain Declaration of Protective Covenants recorded in Book 931, Page 515 in the office of the Register of Deeds of Dare County, North Carolina; and

WHEREAS, pursuant to paragraph 14 of the aforesaid Declaration of Protective Covenants, Declarant desires to modify such covenants to clarify the last sentence of paragraph 2 of the aforesaid Declaration of Protective Covenants concerning the right to subdivide Lots 1 and 4 of the lands described in Plat Cabinet C, Page 192E in the office of the Register of Deeds of Dare County, North Carolina and to limit the locations of ocean accesses within the Ocean Breakers subdivision. Declarant has determined that said modifications maintain the standards and desirability of the subdivision as a residential area.

NOW, THEREFORE, Declarant hereby supplements, amends and clarifies that certain Declaration of Protective Covenants recorded in Book 931, Page 515 in the office of the Register of Deeds of Dare County, North Carolina, which supplements, amendments and clarifications shall run with the land subject to such Declaration of Protective Covenants and shall be binding upon Declarant, its agents, heirs and assigns and all parties and persons claiming by or through them, as follows:

1. The term "successor in interest" as used in the last sentence of paragraph 2 of the Declaration of Protective Covenants referenced above, shall mean any one who shall hold the legal title to Lots 1 and 4, and such legal titleholder shall be allowed to subdivide Lots 1 and 4 into as many single family lots as may be permitted by the Dare County Subdivision Ordinance.

2. No beach access easements shall be placed within Lot 4 of the Ocean Breakers subdivision, with the exception of the beach accesses located between the north end of Lot 4 and the south end of Lot 3.

3. Except as supplemented, amended or clarified herein,

the Declaration of Protective Covenants recorded in Book 931, Page 515 shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name and in its capacity as set forth below, this the 26th day of July, 1994.

G & D PARTNERSHIP, A North Carolina General Partnership:

BY: George E. Goodrich (SEAL)
General Partner

BY: James Fuller Dibrell (SEAL)
General Partner

STATE OF NORTH CAROLINA
COUNTY OF Dare

I, a notary public for the above named State and County do hereby certify that George E. Goodrich a, General Partner of G & D Partnership, a North Carolina General Partnership, appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 26th day of July, 1994.

Donna R. Lewis
NOTARY PUBLIC

MY COMMISSION EXPIRES:
April 14, 1996

(Notarial Seal)

DONNA R. LEWIS NOTARY PUBLIC DARE COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF Dare

I, a notary public for the above named State and County do hereby certify that James Fuller Dibrell, Jr. a, General Partner of G & D Partnership, a North Carolina General Partnership, appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 26th day of July, 1994.

Donna R. Lewis
NOTARY PUBLIC

MY COMMISSION EXPIRES:
April 14, 1996

(Notarial Seal)

DONNA R. LEWIS NOTARY *** PUBLIC DARE COUNTY, NC

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Prepared by and return to: Robert L. Outten, Attorney at Law
Kitty Hawk, North Carolina 27949

FILED
'94 MAY 9 PM 2 37
REGISTRY OF DEEDS
DARE CO., N.C.

NORTH CAROLINA
DARE COUNTY

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION is made and entered the 5th day of April, 1994, by G and D Partnership, being referred to as the "Declarant" within this document.

WITNESSETH:

WHEREAS, the Declarant is the owner of certain land identified on a plat recorded in Map Book PCC at Page 192E of the Dare County Public Registry and known as Ocean Breakers Subdivision, same being located in Kinnakeet Township of Dare County, North Carolina, and being a subdivision consisting of Four (4) lots as shown on the map or plat referred to above;

AND WHEREAS, the Declarant intends to sell lots in the subdivision described on the plat referred to above subject to certain protective restrictions, reservations and covenants in order to insure the most beneficial development of the said subdivision as a residential subdivision and to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment thereof, and it is the purpose of this declaration to declare and make known the covenants, conditions and restrictions which shall apply to the lands shown on said plat.

NOW, THEREFORE, Declarant hereby declares and makes known that the following restrictions, reservations and covenants are hereby imposed upon the said subdivision which shall run with the land in the subdivision and shall be binding upon Declarant, its agents, heirs and assigns, and upon all parties and persons claiming by, through or under them.

1. Residential Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single-family residences except that one detached accessory building in the same architectural style as the main residence may be permitted by the architectural review committee. Such building shall not exceed a footprint of 500 square feet (exclusive of steps and decks) and the top plate (this being the place where the ceiling joist and the roof rafters meet) shall not be greater than 18 feet above the natural average grade elevation of the lot. In addition, the roof for such accessory building shall be of a pitch not greater than 12 to 12. No business or business activity may be carried on upon the property at any time, provided, however, that nothing herein shall preclude the Declarant, its agents, affiliates and employees

from using all or part of the land or buildings owned by them for the purpose of carrying on business directly related to the development, sales and/or management of the subdivision by the Declarant. Notwithstanding the foregoing, nothing in this declaration shall prohibit the use of the properties within the subdivision for common purposes, as designated on the plat of the subdivision or on subsequent plats recorded, or in such other documents as may be recorded by the Declarant, the rules and regulations for such uses to be set forth by the Declarant, or the property owners association described hereinafter. Any lot or property dedicated to use for common purposes, such as access or for other use, shall not be subject to assessment or dues, as set forth hereafter in this declaration, so long as such use is dedicated to the use and benefit of the property owners association, its members and guests as defined in this declaration.

2. Subdivision of Lots. No lot which is subject to these restrictive covenants shall be subdivided, or its boundary lines changed, except with the prior written consent of the Declarant, however, it shall be permissible to combine two or more adjacent lots, which have a common ownership, into one tract of land for purposes of building a dwelling which would be authorized on such lots individually. In the event of such a combination, the setback requirements relating to the common boundary between the lots will not prohibit building upon that boundary so long as setback requirements relating to the outside border of that tract are met. This provision does not reduce or remove any other restriction which may exist as a result of this declaration. In order that the purpose of this paragraph will not be avoided, condominiums or other multiple family forms of ownership are understood to be prohibited by the prohibition against subdivision contained herein. Further, no property within the subdivision shall be developed or used in a manner that would constitute a "time-share" as defined in North Carolina General Statutes Chapter 93A-41. Notwithstanding the foregoing, Declarant or its successor in interest, reserves the right to subdivide lots 1 and 4 (as shown on the above referenced plat) into as many single-family lots as may be permitted by the Dare County Subdivision Ordinance.

3. Plans. No building, fences or other structure shall be erected, placed, moved into, maintained or in any way altered on any lot within the subdivision until the proposed building plans, elevations, specifications, exterior color or finish, plot plan (showing proposed location and elevation of such building structure, drives and parking areas) shall have been submitted in duplicate to Declarant in writing as evidenced by an approved copy of the elevation plans left in the permanent possession of the Declarant. The Declarant or its successor or designee may refuse to approve plans, locations or specifications upon any ground, including purely aesthetic considerations, which in the sole discretion of the Declarant shall seem sufficient. No alterations in the exterior appearance of any building or other structure shall be made without like approval by Declarant. The minimum square footage of any ocean front lot shall be 1800 square feet of living

area, exclusive of porches, patios, garages, unfinished areas and other protrusions from the base dimensions of the residence. The minimum square footage required for all non-ocean front lots shall be 1400 square feet of living area, exclusive of porches, patios, garages, unfinished areas and other protrusions from the base dimensions of the residence. The top plate (this being the place where the ceiling joists and roof rafters meet) of any dwelling shall not be greater than thirty-five (35) feet above the average natural elevation of the lot. For all structures within the subdivision, the roofs shall be constructed so that the pitch shall not be less than six to twelve. The exterior of all houses and other structures, after approval of the building plans, must be completed within six months from the commencement of construction, except where such completion is impossible, or results in great hardship to the owner or builder due to strikes, fire, national emergencies or calamities. Where more than six months are required due to the size or type of structure, the owner shall have the right to reasonably extend the time of completion. Construction or erection of any television satellite dishes or similar receiving apparatus shall occur only under the guidelines approved by the Declarant or its successors and assigns which guidelines shall be framed so as to limit the visibility of any such structure by its location on the property and by the erection of fences, screens or other devices to limit its visibility. At such time as seventy-five percent (75%) of the lots within the subdivision are owned by persons or firms other than the Declarant herein, the process of approval described in this paragraph shall become the authority and responsibility of the owners association described in this declaration (or its designated architectural review committee), if it is at that time existing as an active entity or organization; and, until the owners association is so activated, the authority as described herein shall remain with the Declarant or the designee of the Declarant. In addition to the foregoing, in no event shall trees greater than four inches (4") in diameter be removed within an area ten feet (10') from any side lot line. No lot shall have more than one driveway connected to the public street.

4. Maintenance of Buildings. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; in the event of destruction or casualty, premises are to cleared and debris removed within sixty days from the date of such casualty. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept condition of buildings and other structures or grounds on his lot which shall tend substantially to decrease the beauty of the neighborhood and of the subdivision as a whole. Upon the failure of an owner to comply with this requirement, the Declarant reserves the right at its option, within three weeks after written notice has been mailed to such lot owner's last known address, to clean such property up or remove same if such property has been destroyed by fire or other disaster and Declarant's expense in so doing shall constitute a lien upon such owner's lot and improvements thereof, enforceable in the same manner as other liens described hereafter

in the sections of this declaration dealing with liens and assessments.

5. Maintenance During Construction. During construction of improvements on the lots within the subdivision, the lot owner or builder shall maintain facilities for or arrange for a portable toilet on the premises. In addition, no approval for any improvements shall be effective until the owner or builder places, on an area adjacent to the pavement on the lot in question, a clay, marl, stone or other improved surface or base area so as to avoid the damage to the edge of the asphalt paved surface which occurs from access to the lot during construction. During construction, the owner or builder shall maintain a trash or rubbish bin of a type and size sufficient to avoid trash or debris from spreading from the building site and shall cause such area to be maintained and cleaned periodically, both during and at the end of construction.

6. Temporary Buildings. No trailer, double-wide modules, tent, shack or other temporary building shall be erected or placed on the lands within the subdivision except for the storage of materials or the convenience of workmen shall be permitted during the erection of a residence upon said lands, and such temporary structure shall be removed from said premises upon issuance of an occupancy permit of such residence.

7. Signs. One "For Rent" sign shall be allowed to be attached to a dwelling located upon the lots within the subdivision. Such signs shall be attached at a height not greater than twelve feet from the ground elevation on the side of the dwelling upon which the sign is to be attached. One "For Sale" sign shall be allowed to be erected upon each lot. There shall be allowed one sign per lot to identify the property owner of such sign to be attached to the dwelling located upon the property and shall be subject to the approval of the Declarant or the Architectural Review Committee of the Property Owners Association and any such sign may be rejected by the Declarant or the Architectural Review Committee at their discretion for purely aesthetic reasons. All signs permitted pursuant to this paragraph shall be no larger than six square feet in size. Except as provided herein, there shall be no signs, billboards or advertising structures of any nature whatsoever placed on any lots or lands, subject to these restrictive covenants.

8. Animals. Property owners may keep dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes.

9. Easements. The Declarant reserves a perpetual, assignable and releasable easement and right-of-way 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, drainage or other public conveniences or utilities on, in, over or under the front ten (10) feet, the rear ten (10) feet and the side ten (10) feet of each lot.

10. Roads. The lot owners shall be responsible for the maintenance and repair of the roads as shown on the plat of the subdivision. This responsibility shall exist, notwithstanding the dedication of the roads and rights of way to public use which occurs by recordation of the subdivision plat.

11. Occupancy. No residence erected upon any lot shall be occupied in any manner prior to completion of construction and the connection of permanent utilities.

12. Water and Sewage. All wells and toilets and sewage units installed on the property shall be in accordance with the rules and regulations of the North Carolina Department of Health and the Dare County Environmental Health Department or the successor agency to such agencies or departments and shall be located on such lands in positions approved by such departments. No outside toilets will be permitted under any circumstances; except temporary toilets used during construction.

13. Setbacks. No building shall be located or constructed closer to any lot line than the designated setback shown on the plat of the subdivision for each lot or the Dare County building setback requirements, whichever is greater.

14. Variances and Modifications. As long as it owns three (3%) percent or more of the lots in the subdivision, Declarant reserves the right to include in any declaration, contract or deed thereafter made or entered into, such modifications and additions to these protective covenants, which will, in the sole opinion of Declarant, raise the standards or enhance the desirability of the subdivision as a residential area. Such reservation shall not be construed as authorizing Declarant to relieve any purchaser of any lot in the subdivision, in whole or in part, from any of the protective covenants set forth. Declarant, or the property owners association acting through its appropriate boards or committee, may allow reasonable variances and adjustments of these covenants in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; 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 will not be materially detrimental or injurious to other property or improvements in the subdivision.

15. Violations. If the owners or occupants of any lot, or all of them, or their successors and assigns, shall violate any of the covenants and restrictions herein, it shall be the right of the Declarant herein, or its successors and assigns, or any lot owner in the subdivision, to institute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction for the purpose of preventing him

or them from so doing, or to recover damages for such violation, or both.

16. <u>Severance.</u> The failure of Declarant or any of such party entitled to enforce any protective covenant contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Any provision of this declaration shall be deemed severable from the other provisions and in the event that any provision or portion of a provision or condition set forth within this declaration shall be deemed unenforceable, void, or unlawful, such a decision shall not affect the remainder of the covenants and conditions set forth within this declaration.

17. <u>Continuation and Terminations.</u> The foregoing conditions, reservations, declarations, covenants and easements shall be run with the lands and be binding upon all purchasers of lands or lots in said properties covered by these restrictions, and upon all persons or entities claiming under them through the 4th day of May, 2012, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by seventy-five percent (75%) of the then owners of the lots subject thereto has been recorded, agreeing to change the restrictions and covenants in whole or in part. For the purpose of such vote, the owners will be entitled to one (1) vote per lot regardless of the number of persons or entities owning any one lot.

18. <u>Rules.</u> Declarant reserves the right to promulgate rules as to the use of the common areas and amenities in the subdivision. As such time as the administration and upkeep of such properties shall become the responsibility of the property owners association as described hereinafter, the rule making authorities shall then pass to the property owners association.

19. <u>Property Owners Association.</u> Each lot owner shall automatically become a member of the property owners association. It is acknowledged that the association shall consist of the owners of all lots within the subdivision and that each lot shall be entitled to equal voice or vote in the affairs of the association. The association shall have the right to assess the owners of lots within the subdivision for prorata shares of various costs, based upon the number of lots within the subdivision (excluding lots dedicated entirely to common uses). Such costs will include the costs of maintenance of common properties, the streets and water lines within the subdivision and other common expenses in the sole discretion of the owners association. The association shall maintain the sign advertising and identifying the subdivision, the entrance to the subdivision, any lighting systems on common areas, and any other common facilities erected on the property. Any delay on the part of the Declarant herein, or by the owners of lots within the subdivision or additional sections of the subdivision, to formally organize the owners association or to exercise rights belonging to such association or to otherwise cause such

association to function as a legal entity, shall not invalidate or effect the right to form the association. Until such time as the association shall be formally incorporated under the laws of the State of North Carolina, it shall exist as an unincorporated association. Until such time, the Declarant and its successors and assigns shall act on behalf of the association. The name of the association shall be Ocean Breakers Property Owners Association, Inc. or such other name as may clearly designate the nature and existence of the organization.

20. Dues and Assessments. In order to provide for payment of dues and assessments for the association referred to hereinabove and in order to provide a means of collecting funds for the common expenses within the terms of this declaration, each lot within the subdivision shall be subject to the obligation for the payment of dues and assessments according to the terms of this declaration. The association shall have the right to place a claim of lien against any of the lots within the subdivision to collect unpaid dues or assessments and to maintain a civil action for collection of such sums. The following paragraphs set forth the guidelines, rules and regulations for the purpose of allocating such assessments and dues and the collection thereof.

Section 1. Creation of the lien and personal obligation of assessments. Each subsequent owner other than the Declarant, by acceptance of a conveyance for a lot within the subdivision, whether or not it shall be expressed in any such deed or conveyance, regardless of the method of conveyance and regardless of whether such subsequent owner is a direct purchaser from the Declarant or a successive purchaser, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereafter 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 property against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, in Section 9 of these provisions, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the subdivision and the property owners, and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated upon the lots within the subdivision, including but not limited to, the payment of taxes and insurance on common properties, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Specifically included (but not limited to) within these purposes shall be the maintenance of all common areas, any subdivision sign, any board walks or gazebos which may be constructed in the future extension of such maintenance, services and similar matters to additional properties and subdivisions which may be subjected to these covenants at a later date.

Section 3. The initial annual assessment shall be $.00 per lot. The board of directors of the association may, after consideration of current maintenance costs and future needs of the association, fix an assessment for any year at an amount they deem appropriate to cover the needs of the association.

Section 4. In addition to the annual assessments authorized by Section 3 hereof, the association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital item or improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the assent of three-fifths (3/5) of the votes of all voting members who are voting in person or by proxy 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.

Section 5. Subject to the limitation of Section 3 hereof, and for the periods therein specified, the association may change the maximum and basis of the assessments fixed by Section 3 hereof, prospectively for any such period provided that any such changes shall have the assent of three-fifths (3/5) of the voting members who are voting in person or by proxy 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, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the association is authorized to participate under its articles of incorporation.

Section 6. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members or of proxies, entitled to cast sixty percent (60%) 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, subject to the notice requirement set forth in Sections 4 and 5, 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 meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. The annual assessments provided for herein shall commence on the 1st day of January, 1995. The assessment for each succeeding year shall become due and payable on the 1st day of January of each year. No adjustment or prorations of assessments shall be made by the association. For purposes of levying the assessment, assessments shall be considered to be paid in advance and shall be levied against any property which is subject to the declaration or any supplemental declaration. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. The board of directors of the association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the association, setting forth whether the assessment has been paid. Such statement shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. If an assessment is not paid on the date when due (being the date specified in Section 7), then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof, including attorney's fees, as hereafter provided, thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representative 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 due date, a penalty fee not to exceed $5.00 shall be added thereto and from that date interest at the then legal rate as established by law may be added to the delinquent balance and penalty and the association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing a complaint in such action and in the event that judgment is obtained, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action. The Declarant or association shall establish a registered office where determination may be made of the amount of any unpaid fees and charges hereunder and the failure so to do within ten (10) years from the date of this instrument shall terminate the obligation, if any, of the purchaser for value of a lot in said subdivision from being encumbered by such delinquent fee.

Section 10. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any property owner from liability for any assessment thereafter becoming due, not from the lien of any such subsequent assessment.

Section 11. The following property subject to this declaration shall be exempted from the assessments, charges and liens created herein: (a) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all common properties referred to in the declaration or set forth on the plat of the subdivision referred to above; (c) all properties exempted from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such legal exemption. No property or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

21. Addition of Additional Properties. Declarant shall have the authority to add additional properties to this subdivision and such additional properties shall be subject to this Declaration of Protective Covenants. The owners of such properties shall have all rights, duties and obligations specified in this Declaration of Protective Covenants just as if such owners were one of the initial four lots covered by this Declaration.

22. Declarant reserves the right to transfer, convey, encumber or otherwise dispose of the 7.19 acre parcel located to the West of the four lots which are subject to these restrictive covenants. The aforesaid 7.19 acre parcel shown on the above referenced plat is not a part of this subdivision and all purchasers by accepting and recording a deed for lots covered by these restrictive covenants, waives any right, title or interest that they may have in the 7.19 acre parcel and further authorizes Declarant or its successors to sell, convey, develop encumber or use the 7.19 acre parcel in any manner that Declarant desires.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name and in the capacity as set forth below, this the 4th day of May, 1994.

G and D Partnership, a North Carolina General Partnership

By: Jerry Fuller Stone (SEAL)
General Partner

By: George E. Gailor (SEAL)
General Partner