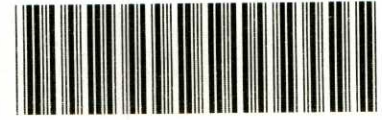


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FOR REGISTRATION REGISTER OF DEEDS
Jennifer Leggett Whitehurst
Beaufort County, NC
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2020 REVISED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PAMLICO PLANTATION SUBDIVISION

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

**REVISED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PAMLICO PLANTATION SUBDIVISION**

THIS DECLARATION is made this 2nd day of December 2019, to be effective on January 1, 2020, and for recording with the Register of Deeds of Beaufort County, North Carolina, by the Pamlico Plantation Property Owners Association, a non-profit corporation of the State of North Carolina, for the purposes described herein:

WITNESSETH:

WHEREAS, Restrictive Covenants for the various Phases of Pamlico Plantation Subdivision were recorded in Book 831, Page 73, Book 855, Page 885, and Book 892, Page 423, Beaufort County Registry; and

WHEREAS, in April, 1999, the members of the Pamlico Plantation Property Owners Association voted to revise the covenants as set forth in Covenant Revisions recorded in Book 1143, Page 49, Beaufort County Registry; and

WHEREAS, in October, 2009, the members of the Association voted to again revise the covenants as set forth in the Revised Declaration of Covenants, recorded on October 15, 2009, in Book 1700, Page 828-842, Instrument Number 2009006012; and

WHEREAS, due to a scrivener's error, a Corrected Version of the October 15, 2014, Revised 2014 Covenants was recorded in Book 1859, Pages 367 – 384, Instrument No. 2014005297; and

WHEREAS, in March of 2015, the members of the Association voted to revise the covenants as set forth in the Revised Declaration of Covenants, recorded on April 9, 2015, in Book 1859, Pages 367 - 384, Instrument Number 2015001623; and

WHEREAS, pursuant to the provisions of the Covenants, and upon due notice given to the members, as verified in the certification of the Secretary of the Association attached as Exhibit A, a majority of the members voting, voted to amend the Covenants as herein set forth, with the revised Covenants to become effective as of the 1st day of January, 2020; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the townhomes and homes in Pamlico Plantation Subdivision as hereinafter described; and

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WHEREAS, Declarant and its Members desire that all existing homes and townhomes, and any future homes or townhomes be designed and maintained as traditional or non-traditional single-family units; and

WHEREAS, it is in the best interest of Declarant and to the benefit interest and advantage of all parties owning or hereafter acquiring any of the property described herein that certain covenants, conditions, easements, assessments, liens, and restrictions governing and regulating the use and occupancy of the property be established; and

WHEREAS, the Declarant and its Members are desirous of subjecting the real property described herein to the protective covenants hereinafter set forth, for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to bind the successors in interest and any owner thereof; and

WHEREAS, by vote of the membership of the Association, the Corrected Version of the Covenants has been duly amended, and

WHEREAS, the Board of Directors of the Association has authorized the filing of this Revised Version of the Declaration of Covenants to be recorded in the Official Records of Beaufort County, North Carolina,

NOW, THEREFORE, BE IT KNOWN THAT:

This Revised Declaration of Covenants, Conditions, and Restrictions for Pamlico Plantation Subdivision is declared to be the true and accurate recitation of such covenants, conditions and restrictions for said subdivision, and the Declarant, based upon the vote of its members, hereby declares that the real property described herein shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

NOTE: THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS. (SEE SECTION II, GENERAL REQUIREMENTS FOR SINGLE FAMILY LOTS, AT PAGE 8 OF THIS DECLARATION.)

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various sections of this Declaration is located in the Long Acre Township, County of Beaufort, State of North Carolina, and is more particularly described, as follows:

Phase I

Lots one (1) through eighty-six (86) and those areas designated as Marina Area and Townhouse Area as the same are shown on that map dated May 25, 1983, and revised September 30, 1983, and being further revised on December 28, 1983, and recorded in the office of the Register of Deeds of Beaufort County in Plat Cabinet C, Slide 175.

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The map heretofore referred to was prepared by Ronald D. Carpenter, Registered Land Surveyor, and is identified by the following legend: "Pamlico Plantation Phase I". Further reference is made to the map herein referred to for a more complete and accurate description of this property.

Phase II

Lots Eighty-Seven (87) through One Hundred Sixty-Nine (169) as the same are shown on that map recorded in the office of the Register of Deeds, Beaufort County in plat Cabinet C, Slide 380. The map heretofore referred to was prepared by W. Duke Woodlief, Registered Land Surveyor, and is dated September 6, 1985, and is identified by the following legend: "Lot Layout for Pamlico Plantation Phase II". Further reference is made to the map herein referred to for a more complete and accurate description of this property.

Phase II B

Lots One Hundred Seventy (170) through Two Hundred Four (204) as the same are shown on that map recorded in the office of the Register of Deeds of Beaufort County in Plat Cabinet D, Slide 286. The map heretofore referred to was prepared by W. Duke Woodlief, Registered Land Surveyor, and is dated December 23, 1987, and is identified by the following legend: "Map of Survey for Pamlico Plantation Phase II-B." Further reference is made to the map herein referred to for a more complete and accurate description of this property.

Hynson Property

Lots 1,2 and 3 as shown on a survey by Hood L. Richardson, RLS, dated March 3, 1989, and revised June 5, 1990, December 22, 1993, January 22, 1994, and April 6, 1995, entitled "Property of Priscilla Hynson", as recorded in Plat Cabinet E, Slide 50-10, Beaufort County Registry.

SECTION I. PROPERTY OWNERS ASSOCIATION

There is established for Pamlico Plantation the Pamlico Plantation Property Owners Association (PPPOA). The Association operates as a non-profit Corporation under the laws of the State of North Carolina.

Every person or entity who owns a lot or townhouse in Pamlico Plantation subject to assessment shall be a member of the Pamlico Plantation Property Owners' Association, provided that any such person or entity who holds such ownership or interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot or townhouse that is subject to assessment.

The Association's voting membership shall be all Owners, who shall be entitled to one (1) vote for each lot or townhouse owned. When more than one person holds an interest in any lot or townhouse, all such persons shall be members. The vote for such lot or townhouse shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot or townhouse.

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The common area owned by the Pamlico Plantation Property Owners Association is all of that property and buildings within the boundaries of Pamlico Plantation which is not designated for residential use and which is not owned by the Pamlico Plantation Townhome Owners Association.

The common property heretofore referred to will be for the use and benefit of all the property owners in Pamlico Plantation, including all lot and townhouse owners.

Each property owner, by acceptance of a conveyance of property within Pamlico Plantation, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay annual and special assessments or charges.

Annual and Special Assessments or Charges

A. Annual Assessments

The annual assessments for each lot or townhouse shall be paid by January 1 of each calendar year. The amount of this assessment shall be determined annually.

The Association may change the maximum and basis of the annual assessments for any period provided that any such changes shall have the assent of a majority of the voting members of the Association voting, whether in person or by proxy, at a meeting duly called for this purpose, and 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.

The annual assessments provided for herein shall be on a calendar year basis and shall commence at the time each lot is conveyed to a property owner. Annual assessments shall be payable in advance and shall be adjusted where ownership is acquired during the year according to the number of days remaining in the calendar year.

B. Special Assessments

In addition to the annual assessments authorized herein, 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 costs of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the common properties, or to cover unbudgeted expenses or expenses in excess of those budgeted, provided, any such assessment shall have the assent of a majority of the votes of all voting members who are voting by ballot 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. The Board may, without member approval, levy an assessment if it determines it is necessary for repair of the Marina and/or the Pool following storm or fire when the repair cost exceeds the funds in CARRF. Such excess funds requirement shall be assessed to each property owner by a majority vote of the Board for the sole purpose of restoring the Marina and/or the Pool.

Special assessments for capital improvements, such 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 cost of collection thereof as hereinafter provided, shall be a charge of the land and shall be a continuing lien upon the property against which each such assessment is made as hereinafter set out.

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The assessments, annual and special, as aforesaid, should be for the purpose of promoting the recreation, health, safety and welfare of the property owners; and in particular for the improvement of and the maintenance of the facilities and common areas. Further, the assessments shall be used for the purpose of providing those services important to the development and preservation of an attractive community appearance and for the privacy and general safety of all home sites.

The Association shall prepare and maintain a roster of all members and assessments applicable thereto which shall be accessible to all members of the Association at all times by appointment.

If the assessments, either annual or special, are not paid when due, then such assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, become a continuing lien on the property. The Pamlico Plantation Property Owners Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property.

The lien of the assessments provided for in this section shall be prior to and superior to all other liens except only:

- A. Ad valorem taxes.
- B. All sums unpaid on a first mortgage or deed of trust to secure debt of record.

The sale or transfer of any lot shall not affect the assessment lien; provided, however, that the sale or transfer of any lot pursuant to the foreclosure of a first mortgage thereon shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

There shall be exempted from the charge and lien credited herein all properties on which there is any easement or dedication to any public authority or for public use, and upon all common property.

SECTION II. GENERAL REQUIREMENTS FOR SINGLE-FAMILY LOTS

General requirements for single-family lots, as laid out in this Section, apply to townhomes where applicable.

All homes and townhomes in Pamlico Plantation shall be designed and maintained as single-family residences to be occupied by traditional or non-traditional single-family units. No home or townhome shall be leased or rented to a non-owner thereof for a rental term less than one month. Renters, as well as owners, must comply with all terms of these Covenants. In addition, no home or townhome shall be leased for any period or for any purpose to a group such as a sorority, fraternity or social club.

No lot shall be used except for residential purposes. No building shall be erected, altered or permitted on any lot other than one detached single family dwelling with a garage and outbuildings

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as approved by the Architectural Committee. Prior to, or during construction, no structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Provided however, that the Architectural Committee may grant written permission during construction of a house for a storage building on the property for construction materials. The terms and conditions of such permission are at the absolute discretion of the committee.

Once construction (i.e. excavation) is started on any lot, the dwelling must be substantially completed in accordance with plans and specifications, as approved, and have Certificate of Occupancy within nine (9) months from commencement. Renovations and/or improvements to existing dwellings must be completed in accordance with plans and specifications, as approved, within nine (9) months from commencement of the project. Should additional time be required for property restoration necessitated by storms, fire or other unforeseen catastrophic circumstances, time extensions may be granted by the Architectural Committee.

No residence shall be occupied until Beaufort County has issued a Certificate of Occupancy for the dwelling.

All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot.

Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God, must be rebuilt within nine (9) months or all debris removed and the lot restored to a sightly condition within sixty (60) days.

All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the appropriate governmental authority. No outside toilet shall be constructed or permitted on any lot, except during construction of main residence.

No noxious or offensive trade or activity shall be carried on anywhere within Pamlico Plantation, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

No fence, wall, hedge or mass planting shall be permitted to extend beyond the minimum building set back line established herein, except upon the approval by the Architectural Committee.

All outdoor poles, clotheslines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, river, creek, waterway, canal, or recreation area.

Adequate off-street parking shall be provided by the owner of each building site for the parking of registered automobiles and trucks owned by such owner, and owners of building sites agree not to park their vehicles on the streets in the Plantation. Parking off driveways is prohibited.

Pamlico Plantation has historically been considered to be a boating community. Boats and other personal watercraft may be kept on the owner's property, subject to the following conditions:

- Maximum length permitted shall be 25 feet, as designated as the vessel length on the state vessel registration.
- All such items shall display current state registration and license plates, or shall display a properly affixed current Pamlico Plantation sticker.

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- Boats and personal watercraft shall be kept on trailers while on the owner's property.
- All such items shall be kept on a side of the house or in an area of the property least exposed to the street.
- All such items shall be kept in a well-maintained, operable condition. Major repairs and overhaul are not permitted on the lot.

Long-term storage of vehicles that are unregistered and RVs (including but not limited to Class A, B and C motor homes, fifth wheels, travel trailers, truck campers and folding camping trailers) is not permitted on any home owner's property. However, for the purposes of loading, unloading and small maintenance jobs, RVs may be temporarily parked on a homeowner's property for five (5) days.

Appurtenant private structures will be permitted only upon written approval of the Architectural Committee.

Non-structural coverings of ground, such as swimming pools, tennis courts, etc., will be permitted only upon written approval of the Architectural Committee. Such additions shall be designed and maintained in such a manner as to be in harmony with the existing standards of the Plantation and to avoid any annoyance or nuisance to the neighborhood.

No animals or poultry of any kind, other than house pets shall be kept or maintained in any part of said property. All pets must remain in the confines of the owner's property except when on a leash.

Kennel operations will not be permitted. A kennel is defined as a housing for three (3) or more dogs.

Containers for garbage or other refuse shall be underground or kept in sanitary enclosures so as not to be accessible to animals or visible when any such enclosure is shut and shall be maintained under sanitary conditions. Incinerators for garbage, trash, or other refuse shall not be used. Air conditioners, fuel storage containers and lower level areas of houses on pilings shall be screened from view on all sides. Screening materials are limited to building materials. All propane (and other gaseous fuels) fuel tanks larger than 100-lbs. cylinders must be buried. (Exception: situations existing prior to 2010 may continue. Existing above ground fuel storage tanks must be screened on all sides.)

Each owner shall keep his building site or lot and the road shoulder adjacent thereto, if any, free of tall grass, undergrowth, trash, dead trees and rubbish and properly maintained, so as to present a pleasing appearance. In addition, lot owners will maintain the roadside drainage ditches so that erosion is controlled and proper drainage of the streets and adjacent property is maintained. In the event an owner does not, in the opinion of the Architectural Committee, properly maintain his building site or lot, as herein provided, then the Architectural Committee will notify the Board of Directors of the PPPOA, and that Board will in turn notify the property owner of the maintenance work required. If such work is not completed within sixty (60) days, the PPPOA Board of Directors will have the necessary work performed, and the costs thus incurred for the work shall be levied against the property owner and if not paid shall become a lien on the property.

No signs exceeding twenty-four inches (24") by twenty-four inches (24") shall be erected or maintained on any lot by anyone except by approval of the Architectural Committee. No more than

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one sign at a time may be displayed. (Exception: three signs are allowed during construction.) Political signs of all kinds are prohibited.

Only one antenna mast will be permitted, not to exceed fifteen feet (15') above the highest ridge of the house to which it is attached. All such antennas must be attached to the house. No towers will be allowed.

No satellite dishes with a longest axis exceeding forty-two inches (42") will be allowed without the approval of the Architectural Committee.

There shall be no access to any lot on the perimeter of the Plantation except from designated roads within the Plantation.

Driveway connections may be made only upon request to the Architectural Committee. The proposed location(s) must be staked and the culvert size and shape determined according to the master drainage plan of Pamlico Plantation driveways and will be no narrower than sixteen feet (16') and no wider than twenty feet (20') at the culvert.

No lot or lots shall be subdivided except to enlarge an adjoining lot but any lot so enlarged cannot be improved with more than one (1) single-family dwelling.

With regard to Lots 160, 161, and 162, as shown on that map of record in Plat Cabinet C, Slide 380, Beaufort County Registry, the following requirements apply:

No excavation may be undertaken within the area as shown on the plat heretofore referred to and marked "Historic Site" without first notifying in writing The State Historic Preservation Office, NC Division of Archives and History, 109 E. Jones Street, Raleigh, North Carolina, 27611. The notification must be received thirty (30) days prior to proposed date of the activity and must briefly describe the scope of activity. All notifications shall include the lot number and reference number ER-82-7481. Activities such as excavation for a foundation, septic tank installation and water line construction must be preapproved. Landscaping and other activities that disturb the surface no more than six inches deep are not restricted.

An open fire of any kind anywhere within Pamlico Plantation is prohibited. An open fire is any flame exposed to the environment, where pollutants produced from the fire are emitted directly into the surrounding air without passing directly through a stack, chimney or flue. This includes, but is not limited to, the burning of leaves, wood and trash and burning in barrels or other semi-enclosures. Exceptions include grills, barbecues, chimneys, screened fire-pits, and permanent fireplaces with chimneys.

The discharge of fireworks or pyrotechnic devices anywhere within Pamlico Plantation, including the marina, is prohibited.

SECTION II - A - EASEMENTS

The following general prohibitions and requirements shall prevail on the construction or other activities conducted on any lot in Pamlico Plantation:

- A. A ten foot (10') wide easement is reserved along each side of all road rights-of-way and a seven and one-half foot (7-1/2') wide easement along each side of all other property and lot boundary lines for the purpose of installing, operating and maintaining utility lines and mains.

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- B. The property is also subject to drainage easements thirty feet (30') in width as shown on the plats heretofore referred to and on record with the Beaufort County Registry.
- C. Declarant reserves for itself, its successors and assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.
- D. On each lot, the rights-of-way and easement areas reserved by Declarant for drainage or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, or which may change or damage the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, which damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot the drainage channel may be relocated, provided such relocation does not cause an encroachment on any other lot in the Plantation.

Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible. In the event the owner of any lot does not properly maintain his building site or lot as herein provided, in the opinion of the Architectural Committee, then the Architectural Committee will notify the Board of Directors of the Pamlico Plantation Property Owners Association, and that Board will have the required work done and the costs thus incurred in performing the work shall be paid by the owner and if not paid shall become a lien on the property.

SECTION II – B - SETBACKS

No above-ground structure (except approved fences or walls, covering of ground, or mass planting) may be constructed or placed on any lot in the Plantation except within the building lines shown on the recorded plat, and for any front, side or rear building lines not so shown, the building lines, in addition to those shown on the recorded plat, shall be:

- A. Fifty feet (50') from the front line of each lot.
- B. Ten feet (10') from each lot sideline.
- C. Twenty-five feet (25') from the rear line of each lot.
- D. For waterfront lots, the term "front line" defines the boundary line of the lot that is contiguous to and bounded by water as shown on the recorded plat.
- E. A corner lot shall be deemed to have a front line on each street on which the lot abuts.

SECTION III - ARCHITECTURAL CONTROL

The architecture of homes and/or improvements to and on each of the lots subject to these protective covenants will be controlled in the following manner by the "Architectural Committee".

The objective of the Architectural Committee is to maintain the quality and aesthetically pleasing image of Pamlico Plantation as a community that blends into its natural environment.

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Another objective is that all homes and townhomes in Pamlico Plantation Subdivision shall be designed and maintained as single-family residences to be occupied by traditional or non-traditional single-family units.

The Architectural Committee will be composed of seven (7) members who will be elected to three (3) year staggered terms by a vote of the property owners as provided in the PPPOA By-laws. Such election will take place at a meeting of the property owners after at least thirty (30) days written notice has been given of a meeting to elect members of the Architectural Committee. Members of the Architectural Committee may serve successive terms on the Committee. No member of the Architectural Committee will be entitled to any compensation for services performed pursuant to this covenant.

A quorum for any meeting of the Architectural committee will be four (4) members, and a majority of those members present and voting shall, in the presence of a quorum, be determinate on all issues before the committee.

The Architectural Committee, though elected independently from the Board of Directors of the Pamlico Plantation Property Owners Association, will be responsible to the PPPOA Board of Directors and shall look to that Board for the enforcement of its decisions as necessary. The Architectural Committee will also look to the PPPOA Board for resolution of appeals of the Architectural Committee's decisions. The Board of Directors shall appoint a non-voting liaison to the Architectural Committee.

No house, garage, carport, playhouse, outbuilding, fence, wall, driveway, parking area or other above-ground structure or covering of ground (such as a swimming pool, tennis court, etc.) shall be commenced, erected or maintained upon any property subject to this Declaration, nor shall any exterior addition to, change in or alteration of any said structures or covering of ground be made until complete, final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing the front, side and rear elevations thereof and the name of the builder, have been submitted to and approved by the Architectural Committee.

In the event the Architectural Committee fails to approve or disapprove plans or locations of home on lot within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required, and this covenant will be deemed to have been fully complied with.

At the time of the submission of the proposed plans and specifications, the applicant may be required to pay an application fee whose amount will be established from time to time by the By-laws of the Pamlico Plantation Property Owners Association, and the proposed plans and specifications will not be considered by the Architectural Committee until payment, if required, has been made. The thirty (30) day period herein referred to shall begin to run from the later date of payment or receipt of proposed plans and specifications. All funds collected will go to the Pamlico Plantation Property Owners Association.

SECTION III - A - ARCHITECTURAL GUIDELINES

The following guidelines for single-family housing architecture are presented to establish an architectural framework that allows variety and individual housing expression, while maintaining

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the quality and aesthetically pleasing image of Pamlico Plantation as a community that blends into its natural environment. These guidelines establish the minimum requirements for the Plantation. The Architectural Review Committee may, from time to time, supplement these guidelines with specific requirements regarding improvements or changes to the property.

The guidelines will provide homeowners with general planning guidelines to maximize property values through utilization of both natural site amenities and those amenities developed by Pamlico Plantation. All architectural proposals will be subject to Architectural Committee approval, but close rapport with said body from design inception will ensure minimal delay and provide assurance to all homeowners that the spirit of excellence will be maintained throughout Pamlico Plantation.

- A. Size - The minimum square foot requirement is 1800 square feet of interior heated space. (Exception: A property purchased prior to the 2010 revised Covenants will be granted the minimum size specified in the 1999 Covenants.)
- B. Material - All exterior building material should be architecturally pleasing, consistent with the total character of the Plantation and subject to approval for appropriateness by the Architectural Committee.
- C. Colors - Basic color selections on any home (exterior, trim and roof) may be the choice of the homeowner, but limited to no more than three (3) muted shades in keeping with the wooded character of the Plantation. Selections are subject to approval for appropriateness by the Architectural Committee.
- D. Roof Lines - Roof lines, building heights and architectural style must be in keeping with the character of the Plantation and are subject to the approval of the Architectural Committee.
- E. Fencing - All fencing is subject to approval by the Architectural Committee. It is encouraged that the fencing reflect the architectural detailing of the structure and the character of the Plantation. Commercially available chain-link fencing may be acceptable for use in rear yards when installed in association with some type of vegetation screening.
- F. Garages - All homes are required to have an enclosed garage.
- G. Driveways - All homes are required to have a paved or brick driveway that extends all the way from the road to the garage.
- H. Individual Lot Infrastructure - All front yard infrastructure including, but not restricted to, light posts, address sign, and homeowner name signs, must be approved by the Architectural Committee. Additionally, the placement, installation and operation of new technologies or technologies novel or not previously used or operated on lots or buildings in the Plantation must be submitted to and approved by the Architectural Committee.

SECTION IV - TREE AND VEGETATION PRESERVATION

The protection of the natural vegetation is essential to ensure the preservation of environmental quality at Pamlico Plantation. The sensitive nature of the existing trees dictates a much more careful planning and construction approach than usual if tree losses are to be held to a minimum. Each home's lot should be designed to ensure this preservation. Building sites must be planned in varied configurations to minimize destruction of existing native trees. By this approach, not only are the values of residential units increased, but costs of replacement landscaping are minimized. A rough

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field-staking plan based on an accurate tree location survey should be submitted to the Architectural Committee. If indicated necessary by field-staking, a redesign should be made resulting in a final design solution. Owners are encouraged to preserve all trees in excess of four inches (4") in diameter measured two feet (2') above the ground. Removal of trees in excess of eight inches (8") in diameter must be approved by the Architectural Committee.

SECTION V - GUIDELINES FOR THE USE OF WATERFRONT

For the purpose of avoiding an unsightly or undesirable waterfront, no boathouse, bathhouse, raft, or other structure shall be erected at or upon land under water in front of such building site. Only private docks, private piers and boat lifts without a roof or cover may be approved by the Architectural Committee and must be maintained to community standards.

SECTION VI - MARINA, POOL, TENNIS COURTS, CLUBHOUSE

The marina, pool, tennis courts, clubhouse, and park area are for the enjoyment of all members of the Pamlico Plantation Property Owners Association and their invited guests. The recreational facilities may be used subject to rules and regulations of the Pamlico Plantation Property Owners Association. Further, each property owner has a property interest in and the right to exclusive use of the slip in the marina that was assigned to him at the time of purchase of his lot or townhouse; however, the slip cannot be sold or rented separate from the lot or townhouse.

SECTION VII - REFUSE AND GARBAGE COLLECTION

In order to enhance the appearance and orderliness of the Plantation, the Pamlico Plantation Property Owners Association shall have the exclusive right to operate, or from time-to-time to grant an exclusive license to a third party to operate, a commercial refuse collecting service for the purpose of removing garbage, trash and other like household refuse.

SECTION VIII - VARIANCES

The Architectural Committee, after consultation with neighboring property owners, may allow reasonable variances and adjustments of these Declarations 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 of the general development scheme 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 Plantation.

SECTION IX - CAPITAL ASSET REPLACEMENT RESERVE FUND (CARRF)

The replacement cost of the capital assets of the Pamlico Plantation Property Owners Association (PPPOA) at the end of their useful life and the cost of major repair of capital assets damaged or destroyed by a peril not insured against shall be provided by a Capital Asset

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Replacement Reserve Fund (CARRF), which will be maintained in a separate account and shall be funded from the annual property owners assessments, together with investment income.

The Capital Asset Replacement Reserve Fund will be managed by a Capital Asset Replacement Reserve Fund Committee, The Capital Asset Replacement Fund Committee, though elected independently from the Board of Directors of the Pamlico Plantation Property Owners Association, will be subordinate to the PPPOA Board of Directors and shall recommend to the Board any enforcement of its decisions as necessary. The committee will invest all funds in accordance with all applicable laws and statutes, and any policy established by the PPPOA Board of Directors. Other responsibilities of the Capital Asset Replacement Reserve Fund Committee shall be as set forth in the PPPOA Bylaws.

The Capital Asset Replacement Reserve Fund Committee shall consist of five (5) members: the Treasurer of the Pamlico Plantation Property Owners Association, a member of the PPPOA Board of Directors appointed by that Board, and three (3) members-at-large elected to three year staggered terms by the property owners as provided in the PPPOA By-laws. Elected members shall be elected by a majority of the voting members of the Association voting by ballot. Such election will take place at a meeting of the property owners after at least thirty (30) days written notice has been given of a meeting to elect members-at-large of the Capital Asset Replacement Reserve Fund Committee. Each member of the Capital Asset Replacement Reserve Fund Committee, whether from the Board of Directors or elected at-large shall have one vote. Members-at-large may serve successive terms on the CARRF Committee. No member of the Reserve Fund Committee shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION X - EXPIRATION OF COVENANTS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2030, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by legal vote it is agreed to change said covenants in whole or in part. Legal vote is defined as having the assent of the majority of the members of the association who are voting, whether in person (ballot) or by proxy.

If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning property in Pamlico Plantation to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her him or them from so doing or to recover damages of other dues for such violation.

SECTION XI - ENFORCEMENT OF COVENANTS

Invalidation of any one of these covenants or any part thereof by applicable federal or state laws, judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

2020 Revised Declaration of Covenants, Conditions and Restrictions for Pamlico Plantation Subdivision

The Board of Directors of the Pamlico Plantation Property Owners Association, which is the elected representative body for the Association membership, has the authority and responsibility to enforce all of the covenants contained heretofore and to resolve any disputes arising from the actions of all PPPOA Committees, including the Architectural Committee, and the Capital Asset Replacement Reserve Fund (CARRF).

IN TESTIMONY WHEREOF, Pamlico Plantation Property Owners Association has caused these presents to be signed in its name by the President, all by authority of the Board of Directors and the Association membership duly voting to be effective on the 1st day of January, 2020.

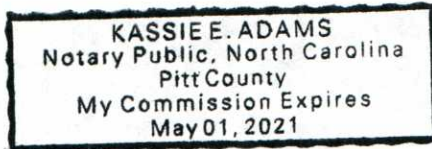
PAMLICO PLANTATION PROPERTY OWNERS ASSOCIATION

By: Angelia M. Sumner
Angelia M. Sumner, President

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, Kassie E. Adams, Notary Public in and for the State and County aforesaid, certify that ANGELIA M. SUMNER personally and voluntarily came before me this day and acknowledged that she is the President of PAMLICO PLANTATION PROPERTY OWNERS ASSOCIATION, a corporation, and that she, as President, being authorized to do so, executed the foregoing on behalf of the corporation. The undersigned Notary Public has personal knowledge of the identity of the principal or was shown satisfactory evidence of the principal's identity.

Witness my hand and official seal or stamp, this the 2nd day of December 2019.



Kassie Adams

NOTARY PUBLIC

My commission expires: May 01, 2021

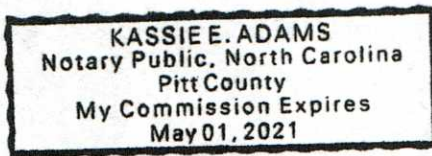
EXHIBIT A

FOR THE 2020 OF THE REVISED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PAMLICO PLANTATION SUBDIVISION

I, Kevin J. Dennehy, Secretary of the Board of Directors of the Pamlico Plantation Property Owners Association, verify that copies of this Revised Declaration of Covenants, Conditions, and Restrictions for Pamlico Plantation Subdivision were mailed to all members of said Association. The Board of Directors of the Pamlico Plantation Property Owners Association certified the ballots creating these Revised Declaration of Covenants, Conditions, and Restrictions for Pamlico Plantation Subdivision on the 2nd day of December, 2019.

Kevin J. Dennehy, Secretary

Witness my hand and official seal or stamp, this 2nd day of December 2019.



Kassie Adams

NOTARY PUBLIC

My Commission expires: May 01, 2021