



Filed Book: 1711 Page: 266 Doc Id: 6210953  
12/12/2006 02:52PM Receipt #: 178025  
Doc Code: DECL  
BARBARA M GRAY, REGISTER OF DEEDS DARE CO, NC

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROOKED RIDGE CLUSTER DEVELOPMENT**

**PLAT OF CROOKED RIDGE CLUSTER DEVELOPMENT ARE RECORDED IN PLAT CABINET G, SLIDE 333, IN THE DARE COUNTY PUBLIC REGISTRY**

Prepared by W. Brock Mitchell, Attorney  
Return to Hornthal, Riley, Ellis & Maland, LLP

State of North Carolina, County of Dare

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Crooked Ridge Cluster Development is made this the 31<sup>ST</sup> day of October, 2006 by Northshore Investments, LLC, a North Carolina limited liability company (hereinafter referred to as "Declarant");**

**RECITALS:**

Declarant is the Owner of certain real property located in Dare County, North Carolina, and which is described on the above referenced plat and on the attached **Exhibit A**. Declarant desires to subject the property to the provisions of this Declaration and to develop the property under the community name of **Crooked Ridge Cluster Development** and to provide a method for the administration of the property; and

Declarant desires to provide for the preservation of the values in the communities subject to this Declaration.

**NOW, THEREFORE**, Declarant does hereby declare that all of the property described above, together with any additional property which it may hereafter add by amendment to this Declaration, shall be held, transferred, conveyed, occupied and used subject to the following easements, covenants, conditions, restrictions, liens and charges which shall run with the title to the real property and which shall be binding upon and inure to the benefit of all of the parties having any right, title or interest in the above described properties, their heirs, successors and assigns.



**Section 1. Definitions:**

The following words when used in this Declaration shall have the following meaning:

a. "Architectural Standards Committee" or "ASC" or "Committee" shall mean the committee composed of Declarant for the purpose of establishing and enforcing the architectural standards of the Community.

b. "Declarant" shall mean **Northshore Investments, LLC, a North Carolina limited liability company**, its heirs, successors and assigns. The Declarant may assign or pledge any or all of its rights reserved under the land use documents through an assignment or in an instrument of conveyance or assignment.

c. "Declaration" shall mean this document which includes the Covenants, Conditions and Restrictions for Crooked Ridge Cluster Development together with all amendments which may be filed in the Dare County Public Registry.

d. "Development" or "Community" shall mean the property described on the attached **Exhibit A** together with all improvements located or constructed thereon. It shall also refer to any additional property which may hereafter be made subject to this Declaration.

e. "Dwelling" shall mean any Dwelling quarters in a detached building.

f. "Home Site" shall mean a space on the earth's surface to be used exclusively for a single family, detached Dwelling. A parcel of land shall be deemed a Home Site rather than a Dwelling until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon completion of the building, the Home Site and the improvements thereon shall collectively be considered a "Dwelling" for purposes of this Declaration.

g. "Occupant" shall mean any person including, without limitation, any Owner, guest, invitee, lessee, tenant or family member of an Owner occupying or otherwise using a Dwelling within the Development.

h. "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title or contractual equitable title to any Home Site or Dwelling Unit in the Community. Notwithstanding any theory of the mortgage, "Owner" shall not mean or refer to the mortgagee, unless and until such mortgagee has acquired title pursuant to foreclosure or in any deed or proceeding in lieu of foreclosure.

i. "Person" shall mean a Natural Person, Corporation, Partnership, Declarant, Trust or other legal entity, or any combination thereof.

j. "Road" shall mean the Proposed 20' Gravel Drive as located on the above referenced plats which leads to the Property from Crooked Ridge Trail (this document contains a private road maintenance agreement for said road).



**Section 2. Owner's Responsibilities:** Maintenance and repair of Home Sites and Dwellings, together with all improvements thereon and all lawns, landscaping and grounds shall be the responsibility of the Owner with responsibility thereof. Each Owner shall maintain its Home Site and/or Dwelling in a neat, clean and sanitary condition. Such responsibility shall include the maintenance and care on all exterior surfaces of all Dwellings, buildings and other structures as well as lawns, trees, shrubs, and other landscaping. Each Owner shall also be obligated to pay for any costs incurred by the Declarant for repairing, replacing, maintaining or cleaning any items which they fail or refuse to discharge. Except for the Declarant, no Owner shall decorate, change or otherwise alter the appearance of any portion of the exterior of any Dwelling or building or the landscaping, grounds or other improvements unless such decoration, change or alteration is first approved in writing by the Architectural Standards Committee as hereinafter established.

**Section 3. Architectural and Landscaping Standards:** In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, to protect and promote the value of the Development, the Home Sites and Dwellings made subject to this Declaration, and all improvements located therein or thereon, including landscaping, shall be subject to the restrictions set forth in this Declaration. Every Grantee of any interest to any property subject to this Declaration, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Declaration.

**Section 4. Architectural Standards Committee (ASC):** The ASC is authorized to retain the services of consulting architects, landscape architects, engineers, inspectors, attorneys and or any other professionals it deems appropriate in order to advise and assist it in performing its functions under this Declaration.

**Section 5. Permitted Improvements:** No improvements of any nature whatsoever, specifically including landscaping, shall be constructed, altered, added to, placed or maintained upon any part of the Development except (a) such improvements as are approved by the Committee in accordance with this Declaration, or (b) any Dwelling or other improvements which are constructed by the Declarant.

**Section 6. Placement of Improvements:**

a. Except for construction by the Declarant, all buildings, structures or other improvements built in the Community shall be built under the supervision of the Committee. The Committee, to assure that Dwellings and other structures will be located so that the maximum view, privacy and breezes will be available, shall take into consideration the topography of each Home Site and also the location of trees, vegetation, other aesthetic and environmental considerations, as well as the precise site and location of any other Dwellings or structures within the Development. Should the Committee elect to require specific setback lines, they shall be shown on the plat of the Home Sites or parcels to which these specific requirements apply. Even when specific setback lines are shown on the plat, the Committee shall have the right, in its discretion, to grant a variance if it deems appropriate in order to protect some particular environmental or aesthetic consideration.

b. The Committee, in its discretion, may require any Owner or contractor for any planned improvement within the Development to post a payment and or performance bond with it to assure satisfactory completion of such improvement. The bond shall be in form and amount as deemed satisfactory to the Committee. The Committee may, in lieu of requiring the posting of a payment or



performance bond, accept a sum satisfactory to it to be held by the Committee in escrow in order to assure the completion of all of the improvements, including landscaping, in accordance with the approved plans and specifications and within the time periods provided within this Declaration.

c. The exterior of any improvement permitted under this Declaration shall be completed within the time specified in this Declaration, unless the Committee allows a longer time period. Should the improvements, including landscaping, not be completed within the provided time periods, the Committee shall be entitled to collect on or enforce payment under the bonds. If the Committee has accepted funds in escrow in lieu of the bonds it shall be entitled to retain any such sums as a penalty for failure to complete the work within the allotted time. Any escrow funds held by the Committee shall be invested in an interest bearing account and the interest thereon shall be the property of the Owner should he become entitled to a return of the escrow funds, or be the property of the Declarant in the event of forfeiture.

d. No structure may be temporarily or permanently occupied until a certificate of occupancy has been issued by the Committee. Further, no structure shall have permanent electrical service connected by the electrical supplier until the certificate of occupancy has been issued by the Committee. No temporary structure of any kind shall be permitted within the Development except in connection with an ongoing building project. Any such temporary structure shall be immediately removed from the Development when the building is completed. Temporary structures for social functions may be permitted by the Board for specific functions provided such structures are immediately removed from the Development after the function is terminated. No stable, poultry-house or yard, dog pen or other similar structure may be allowed on any property within the Development. No outside clothes drying facilities may be allowed within the Development. During construction, the Owner shall require his contractor to maintain the property in a reasonably clean and uncluttered condition. To the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of the structure, the Owner and the contractor shall cause immediate removal of all equipment, tools and construction materials including debris from the Home Site.

#### **Section 7. Architectural Approval:**

a. To preserve the architectural and aesthetic appearance of the Development, all plans and specifications for any structure or improvement whatsoever to be erected in the property, including the proposed location thereof, shall be subject to and shall require the written approval of the Committee before any such work is commenced. Such structures or improvements include, without limitation, the construction material to be used, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, or any remodeling, reconstruction, alterations or additions thereto.

b. All Dwellings shall contain a minimum of 1,200 square feet of heated living area.

c. The architectural style of all structures and improvements shall be further defined by the Committee in its architectural standards and criteria. The right to interpret the architectural style shall be limited to Declarant and the Committee.



d. The Owner shall submit to the Committee such plans and specifications for any and all proposed improvements as may be required by the Committee. The plans shall show the location on the Home Site or parcel of the structures proposed to be constructed, altered, placed or maintained together with the proposed construction material, color schemes exterior elevations and any other details required by the Committee.

e. The ASC shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

f. The Committee shall have the right to disapprove any plans, specifications or details submitted to it if, in the opinion of the ASC, (1) same are not in accordance with any of the provisions of this Declaration, the written criteria established by the ASC, or the general plan of the Development, or (2) the design or color scheme of the proposed structure(s) is not in harmony with the general surroundings of such Home Site or parcel or with the adjacent structures, or (3) the plans and specifications submitted are incomplete, or (4) the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the Development subject hereto, or the Owners thereof.

g. Prior to commencement of construction, a building certificate must be obtained from the Committee and prior to occupancy, an occupancy permit must be obtained from the Committee. The Committee or its agents shall have the right to inspect all construction to ensure that the structure is in accordance with the approved plans, specifications and details. No structure or improvement shall be made unless it conforms strictly to the approved plans, specifications and details. These required certificates are in addition to those required by the local, county, or state authorities.

**Section 8. Landscaping Approval:**

a. To preserve the aesthetic appearance of the Development, no landscaping, grading, excavating, or filling of any nature shall be implemented or installed by anyone other than the Declarant, unless and until the plans therefore have been submitted to and approved in writing by the Committee.

b. The procedure outlined in the immediately preceding Section of this Declaration shall apply in all respects to this section.

c. The landscape and grading plans shall be reviewed and approved with consideration of the harmony of the proposed landscaping design, the environmental character of the surrounding area, the preservation of natural drainage patterns, the visual impact on the surrounding areas, and the establishment of adequate shading and buffering in regard to individual Home Site. The landscaping plan shall be in general conformity with the overall landscaping plan of the Community.

d. The Committee shall promulgate standards and criteria for the landscaping plans in general. A copy of the criteria may be obtained from the Committee.



**Section 9. Approval Not A Guarantee:** Approval of plans, specifications and the publication of architectural and landscaping standards shall not be considered as representing or implying that the plans, specifications or standards if followed will result in properly designed improvements. Neither the Declarant, the Committee, nor any architect or agent thereof shall be responsible or liable in any way for defects in any such plans or specifications submitted, revised or approved pursuant to the terms of this Declaration.

**Section 10. Road Maintenance.** This covenant for the maintenance and repair of the private road and utility improvements (hereinafter collectively referred to as the "Road"), to be built initially by Declarant as access to all lots in Crooked Ridge Cluster Development from Crooked Ridge Trail, the said private road is designated as "Proposed 20' Gravel Drive", on that plat recorded in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, of the Dare County Public Registry, is for the benefit of Owners who will use the Road. The Road includes the roadbed, drainage areas, utilities improvements, lighting and signage such as subdivision entrance signage, if any.

**WHEREAS,** it is desired that the Road be maintained in a safe and usable condition by the Owners; and,

**WHEREAS,** it is desired hereto to establish a method for the maintenance and repair of the Road and for the apportionment of the expense of such maintenance and repair among existing and future Owners; and

**WHEREAS,** it is the intention that this provision constitute a covenant running with the land, binding upon each successive Owner of all or any portion of the Development,

**NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:**

- a. The Home Sites are benefitted by this covenant, and present and successive Owners of all or any portion of the Home Sites are expressly bound hereby for the benefit of the land.
- b. The cost and expense of maintaining the Road shall be divided equally among the Home Sites created in the Development and paid by the Owner or the heirs, assigns and successors in interest of each such owner. Should Declarant own any Home Sites, Declarant will be treated as any other Owner and will participate in maintenance of the Road.
- c. The repairs and maintenance to be performed under this covenant shall be limited to the following, unless the consent for additional work is agreed to by a majority vote of the Owners owning 100% of the number of Home Sites: reasonable and normal road improvement and maintenance work to adequately maintain said Road and related drainage facilities to permit all weather access. Repairs and maintenance under this Agreement shall include, but are not limited to, filling of chuck holes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, lighting, if any, and other work reasonably necessary or proper to repair and preserve the easement improvements. Individual Owners are to keep the easements on their Home Sites up to and including the roadway drainage ditches, free of weeds and debris.



d. Any repair required to correct damage to said Road that results from action taken by or contracted for by Owners or their successors in interest shall be paid for by the party taking action or party contracting for work which caused the necessity for the repair. The repair shall be such as to restore the Road to the condition existing prior to said damage within sixty (60) days.

e. It is agreed that Declarant is initially the agent to contract and oversee and do all acts necessary to accomplish the repairs and maintenance required and/or authorized under this covenant. The Declarant may relinquish this responsibility at any time, but once the Developer owns less than two (2) of the Home Sites, the Declarant will no longer be the agent and the Owners must elect a new agent from among the other existing Owners. Repair and maintenance work on the Road shall be commenced when a majority of the Owners agree in writing that such work is needed. The agent shall obtain three (3) bids from licensed contractors and shall accept the lowest of said three bids. The agent shall be paid for all costs incurred, including a reasonable compensation for the agent's services, and such costs shall be added to and paid as a part of the repair and maintenance cost; provided, however, that compensation for the agent's services shall in no event exceed an amount equivalent to 10% of the actual cost of repairs and maintenance performed. The agent shall notify the parties of the funds required and each party shall within forty-five (45) days pay the agent, who shall maintain a trust account and also maintain accurate accounting records which are to be available for inspection by any Owner or authorized agent upon reasonable request. All such records shall be retained by the agent for a period of five (5) years. When adequate funds are available in the trust account, the agent shall then initiate the work.

f. Should any Owner fail to pay the pro rata share of costs and expenses as provided in this covenant, then the agent or any Owner or Owners shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such Owner, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the Court may fix as and for a reasonable attorney's fee's.

g. It is the purpose of the Declarant hereto that the obligation hereby created shall be and constitutes a covenant running with the land, and any subsequent Purchaser of all or any portion thereof, by acceptance of delivery of a deed and/or conveyance regardless of form, shall be deemed to have consented to and become bound by these presents, including without limitation, the right of any person entitled to enforce the terms of this covenant by instituting legal action, such remedy to be cumulative and in addition to other remedies provided in this covenant and to all other remedies at law or in equity.

**Section 11. Repair and Maintenance Easement.** Each Home Site in this Development shall be subject to a ten (10) foot wide repair and maintenance easement for surface and underground drainage and for the placement of other utilities. This easement shall extend along the rear and side property lines of each Home Site and no permanent buildings, structures, trees, fences or other permanent appurtenances shall be placed thereon.

**Section 12. Temporary Structures:** No temporary house, trailer, tent, garage, or other building shall be placed or erected on any Home Site or Parcel. However, the Declarant may grant permission for any such temporary structure for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a Dwelling.



**Section 13. Completion of Structures:** Once construction or improvement is started on any Single Family Detached Dwelling, it must be substantially completed in accordance with the plans and specifications as approved within twelve (12) months from date of commencement. Landscaping shall be completed within ninety (90) days of occupancy in any case.

**Section 14. Animals and Pets:** No animal or livestock of any description, except the usual household pets, shall be kept on any Home Site or Dwelling. Should the household pet be a dog or other large pet, it shall be kept in the Dwelling or kept on a leash accompanied by a person and shall not be allowed to run loose in the Development.

**Section 15. Septic Tank or Sewer System Required:** No structure shall be used as a residence, either permanently or temporarily, on any of said Home Sites, unless such structure is connected with a septic tank system approved by the appropriate governmental authorities, or to an established sanitary sewer system.

**Section 16. Maintenance of Unoccupied Lots:** All unoccupied Home Sites and areas shall be well maintained, and no unattractive growth or accumulation of rubbish or debris shall be permitted.

**Section 17. Offensive and Illegal Activities:** No noxious, offensive or illegal activities shall be carried on within the Development nor shall anything be done that shall be or become an unreasonable annoyance or nuisance.

**Section 18. Repair or Removal of Buildings:** Any building which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris removed and the Home Site or area restored to a slightly condition with reasonable promptness. However, in no event shall such debris remain longer than three (3) months.

**Section 19. Outside Burning:** No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except in accordance with a validly issued burning permit from Dare County and the Declarant.

**Section 20. Division of Lots:** No Home Site shall be subdivided, or its boundary lines changed by its Owner, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more Home Sites shown on a plat thereof prior to delivery of a deed in order to create a modified Home Site. The Declarant may also create a modified Home Site by the sale of two (2) or more adjacent Home Site to one (1) party, followed by the construction thereon of a Dwelling in such a manner as to require the total Home Sites to be treated as one modified Home Site in order to meet the set back and side line requirements, without the necessity of replatting. The restrictions and covenants herein apply to each Home Site so created.

**Section 21. Motor Vehicles and Noise Level:** No motorcycle or motorbike shall be used on the streets except for the purpose of coming to or from the state highway to a particular Home Site or Dwelling. No dirt bike, go-cart, or similar vehicle may be used within the Development at all under any circumstances. No recreational vehicles, campers, trailers, or commercial vehicles shall be parked in plain view within the Development at any time, except in closed garages or in parking areas designated for such vehicles. All motor vehicles operated in the Development shall have quiet mufflers. Further, no person shall operate any motor vehicle in the Development unless he holds a valid driver's license.





**Section 22. Exterior Maintenance of Buildings:** The exterior portion of all buildings or structures located on any Home Site or Dwelling, together with the yards, shrubbery and common area associated therewith, if any, shall be maintained in a neat and sightly condition. Upon recommendation of the Committee, the Declarant shall notify the offending Owner of the aesthetic deficiency, and the action necessary to correct the deficiency, whereupon the Owner shall correct the deficiency within fifteen (15) days. If the Owner fails to correct the deficiency, the Declarant may do so and the Owner shall reimburse the Declarant for the cost of such repair immediately upon receipt of the bill.

**Section 23. Additional Rules:** The Declarant may establish such additional rules and regulations as may be deemed for the best interest of the Owners in the subdivision.

**Section 24. Signs:** Except as may be required by legal proceedings, no signs or advertising poster of any kind (specifically including for sale or for rent) shall be maintained or permitted within any windows, on the exterior of any improvements or on any Home Site or Dwelling located within the Development. Notwithstanding the foregoing, however, the restrictions of this section shall not apply to the Declarant. Notwithstanding the foregoing, however, the Architectural Standards Committee may allow (a) one temporary sign during construction displaying the name of the General Contractor and the Architect, and (b) a permanent name identification sign displaying the name of the Owner of the Home Site or Unit.

**Section 25. Antennas:** No television, satellite, or radio antennas or other similar device shall be attached or installed on any Dwelling or located within any portion of the Development, unless contained entirely within the interior of the building.

**Section 26. Invalidation:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

**Section 27. Duration:** This Declaration shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until December 31, 2026 and shall continue in full force and effect thereafter until 75% of the Owners have, by written vote, agreed to amend or terminate them.

**Section 28. Amendment:** The Declarant reserves the right to modify or amend this Declaration at any time without prior notice and without the consent of any person or entity for any purpose whatsoever, provided any such amendment or modification may not materially alter the basic plan of development. Once the Declaration has been amended or modified such amendment or modification shall extend to and be applicable to the Home Sites and Dwellings that were sold prior to or subsequent to such amendment or modification. Any such amendment or modification of the Declaration by the Declarant shall not require the joinder of any Lender.

**Section 29. Use:** No Home Site or Dwelling subject to this Declaration shall be used except for single family residential purposes unless otherwise allowed herein. This restriction shall not prohibit the leasing of a residential Dwelling on a long term or short term basis.



**Section 30. Enforcement:** Failure of an Owner, his licensees, invitees, guests or members of his household to comply with a provision of this Declaration or Regulations of the Declarant or the Committee shall provide the Declarant with the right to bring legal action at law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof against the Owner. All costs and expenses incurred by the Declarant in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) and Court costs, shall be the responsibility of the Owner determined by the Declarant to be in violation. Collection of such attorneys' fees costs and damages may be enforced by a civil action to collect the debt.

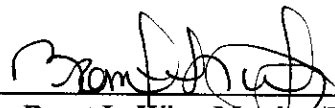
**Section 31. Interpretations:** In all cases, the provisions of this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Declarant, will best effect the intent of the general plan of development. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive.

**Section 32. Severability:** Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid. However, if the application of any provision to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and to this end the provisions of this Declaration is declared to be severable.

**Section 33. No Trespass:** Whenever the Declarant, the Architectural Standards Committee, and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed a trespass.

**IN WITNESS WHEREOF,** this Declaration together with covenants, conditions and restrictions has been signed and executed by the Declarant the day and year first above written.

Northshore Investments, LLC, a North Carolina limited liability company

By:   
Brant L. Wise, Member/Manager

By:   
Maria P. Wise, Member/Manager

Unofficial Copy



State of North Carolina, County of Pasquotank

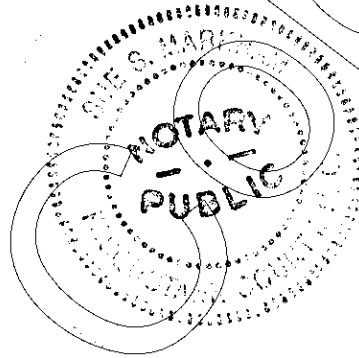
I certify that the following persons personally appeared before me this day, each acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Brant L. Wise and Maria P. Wise, Member/Managers of Northshore Investments, LLC, a North Carolina limited liability company.**

Date: October 31, 2006

Sue S. Markham  
Notary Public - Sue S. Markham

(Official Seal)

My commission expires: March 12, 2007



Unofficial



**EXHIBIT A**

**BEGINNING AT A POINT** marked by an existing iron rod, which iron rod marks the southwest terminus of Crooked Ridge Trail, and which point marks the northwest corner of Lot 64 of Hatteras Pines Subdivision (Plat Cabinet C, Slide 146B, in the Dare County Public Registry); thence from said iron rod and **POINT OF BEGINNING** and running away from Crooked Ridge Trail South 87°04' 51" West 74.29 feet to a point; thence running south-southwest along a curve (Curve Data: Radius is 928.57'; Delta is 08° 41' 44"; Bearing is South 82° 41' 14" West, and Chord Distance is 140.79 feet) a distance of 140.93 feet to a point; thence running north-northeast along a curve (Curve Data: Radius is 800'; Delta is 11° 00' 27"; Bearing is North 83° 48' 19" East; and Chord Distance is 153.46 feet) a distance of 153.69 feet to an existing iron rod; thence running South 89° 18' 33" West 550.00 feet to an existing iron rod; thence running south-southwest along a curve (Curve Data: Radius is 200'; Delta is 20° 00' 01"; Bearing is South 79° 18' 33" West; and Chord Distance is 69.46 feet) a distance of 69.81 feet to a point; thence running South 70° 43' 04" West 72.37 feet to a point, thence running south-southwest along a curve (Curve Data: Radius is 169.08'; Delta is 06° 40' 38"; Bearing is South 67° 22' 45" West; Chord Distance is 19.69 feet) a distance of 19.70 feet to a point, which point marks the northwest corner of Lot 71, Hatteras Pines Subdivision (Plat Cabinet C, Slide 146B, in the Dare County Public Registry); thence cornering and running South 11° 10' 05" East 125.93 feet to an existing iron pipe; thence cornering and running South 76° 28' 42" West 575.16 feet to an existing iron rod, which said iron rod is located North 09° 53' 04" East 1,175.28 feet from that N.C.G.S. NPS 5 1991 (N 566,360.4749, E3,029,195.1424); thence cornering and running North 11° 42' 19" West 190.00 feet existing iron rod; thence running North 11° 42' 19" West 49.98 feet to an existing iron rod; thence running North 11° 42' 19" West 16.87 feet to an existing iron rod; thence cornering and running North 70° 47' 34" East 384.16 feet to an existing iron rod; thence running North 89° 36' 20" East 214.62 feet to an existing iron rod; thence cornering and running South 16° 04'44" East 17.44 feet to an existing concrete monument; thence cornering and running South 89° 42' 07" East 495.55 feet to a point; thence running South 85° 09' 52" East 278.56 feet to a point; thence running South 70° 47' 34" West 57.60 feet to a point; thence cornering and running North 70° 47' 34" East 57.60 feet to a point; thence cornering and running North 82° 10' 49" East 295.71 feet to an existing iron rod, which existing iron rod marks the northwest terminus of Crooked Ridge Trail; thence cornering and running South 19° 12' 26" East 48.00 feet to the existing iron rod and **POINT OF BEGINNING**, and being that property described and delineated on that certain plat entitled in part, "Cluster Home Development at Crooked Ridge for: Northshore Investments, LLC," dated May 25, 2005, prepared by Brant L. Wise, professional land surveyor, which plat is recorded in Plat Cabinet   G  , Slide   333  , in the Dare County Public Registry and which plat is incorporated herein by reference.

*W*

Unrecorded

CLAYTON W. CHEEK  
M. H. HOOD ELLIS  
DAVID C. GADD  
BENJAMIN M. GALLOP  
ROBERT B. HOBBS, JR.  
L. P. HORNTHAL, JR.  
L. PHILLIP HORNTHAL, III  
JOHN D. LEIDY  
MARK M. MALAND  
DONALD I. MCREE, JR.  
W. BROCK MITCHELL  
CHARLES W. OGLETREE  
DONALD C. PRENTISS  
J. FRED RILEY\*  
MICHAEL P. SANDERS  
THOMAS L. WHITE, JR.\*

**HORNTHAL, RILEY, ELLIS & MALAND, L.L.P.**  
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OFFICES ALSO IN  
NAGS HEAD, NC  
AND  
COLUMBIA, NC

January 18, 2007

\*OF COUNSEL

Honorable Barbara M. Gray  
Register of Deeds of Dare County  
Manteo, NC 27954

RE: Declaration of Covenants, Conditions and Restrictions for Crooked Ridge Cluster  
Development

Dear Ms. Gray:

Please re-record the attached Declaration. The original Declaration was corrected by adding the Plat Cabinet and Slide numbers on pages 1 and 12, which were omitted at the time of the initial recording. The change has been initialed as required by N.C.G.S. § 47-36.1. I have signed this statement of explanation as the attorney who drafted the original instrument.

Thank you.

Yours sincerely,



W. Brock Mitchell

WBM/br  
Enclosure



6213210

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