



NORTH CAROLINA
DARE COUNTY

**MODIFICATION OF PROTECTIVE COVENANTS AND AGREEMENTS
COLINGTON HARBOUR**

THIS MODIFICATION TO PROTECTIVE COVENANTS AND AGREEMENTS is made this the 20th day of July, 2001 by Colington Harbour Association, Inc. (Declarant) to the Declaration of Protective Covenants and Agreements dated the 12th day of July, 1968 and all Supplemental Declarations thereto.

WITNESSETH:

WHEREAS, all properties within the Colington Harbour Subdivision are subject to that Declaration of Protective Covenants and Agreements dated the 12th day of July, 1968 and recorded in Book 150 Page 365 of the Dare County Registry and supplements thereto; and

WHEREAS, under the terms and conditions of said Declaration, Declarant may, upon vote of the majority of the membership within the subdivision make certain changes or modifications to the Declaration of Protective Covenants and Agreements; and

WHEREAS, after due notice to the membership, and a vote thereof, the following modifications to the Declaration of Protective Covenants and Agreements was approved by the property owners within the Colington Harbour subdivision;

NOW, THEREFORE, Declarant, pursuant to the vote of the membership, does hereby modify the Declaration of Protective Covenants and Agreements recorded in Book 150 Page 365 of the Dare County Registry and all Supplemental Declarations of Protective Covenants and Agreements for the Colington Harbour subdivision as follows:

1. Article V, Section 9 shall be amended as follows: The first sentence of the second paragraph of Articles V, Section 9 shall be deleted and in place thereof, the following language shall be added: "If the Assessment is not paid within 30 days after the due date, a penalty fee, not to exceed \$25.00 shall be added thereto and from that date, interest at the rate of 1.5% per month 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."
2. The following paragraph shall be added to Article V, Section 9: "There shall be a fee of \$25.00 charged for a returned check. Such fee shall be in addition to the above delineated penalty charges."



3. Article VII, Section 1 shall be modified as follows: The first sentence shall be deleted and in place thereof substitute the following: "All lots in the Properties, other than those lots excepted from Sections J, K and Q described in Article II, Section 1, hereof, of Colington Harbour shall be limited to residential use as zoned in Dare County".
4. The second sentence of Article VII, Section 1 shall be deleted and in place thereof substituted the following language: "No buildings shall be erected, altered, placed or permitted to remain on any residential lot other than one family dwellings and private garages or out buildings incidental thereto."
5. The third sentence of Articles VII, Section 1 shall be deleted and in place thereof shall be the following language: "All dwellings must have a minimum enclosed living area of 1200 square feet exclusive of open porches or attached garage."
6. The last sentence of Articles VII, Section 1 beginning with the words "No sign of any kind" shall be deleted in its entirety and in place thereof shall be the following language: "No sign, billboard or advertising structure of any nature shall be placed on or exhibited from any land or structure in the subdivision except: 1) one non-illuminated sign (a second sign on the canal or waterfront side of a structure in the case of waterfront property) of not more than 4 square feet (no side greater than 2 linear feet) on which the name of the occupant and/or address/phone number of the property is displayed or 2) optional wording on such sign(s) containing the words 'For Rent' or 'For Sale' and information about or the logo type of the Broker, Owner or Builder of the lot or property. A sign shall be attached directly to the structure, if any, or on empty lots a sign may be attached to no more than two stakes with either bottom corner of the sign not more than 18 inches above the ground level. No sign may contain moving parts. Free standing signs shall conform to the more restrictive covenant or zoning building line setbacks and shall be placed parallel to the roadway and the waterfront bulkhead."

Except as modified herein, all provisions of the Declaration of Protective Covenants and Agreements recorded in Book 150 page 365 and all Supplemental Declarations thereto, shall remain in full force and effect.

WITNESS our hands and seals the day and year first above written.

COLINGTON HARBOUR ASSOCIATION, INC.

BY: Elton Bass (SEAL)
President

Unofficial Copy



State of North Carolina
County of Dare

I, the undersigned Notary Public, certify that Elton Bass personally came before me this day and acknowledged that he/she is the President of Colington Harbour Association, Inc., a corporation, and that he/she as President being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal, this the 19 day of July, 2001.

My commission expires:
9-19-01

Jill A. Ware
Notary Public

(Notarial Seal)

Jill A. Ware
Notary Public
Dare County, N.C.

NORTH CAROLINA
DARE COUNTY

The foregoing certificate of Jill A. Ware
a Notary Public of Dare Co, NC
is certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and Page shown on the first page hereof.

Barbara M. Gray, Register of Deeds

By Kanzella McMurran Assistant Register of Deeds

