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BOOK 467 PAGE 172 (5)

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STATE OF NORTH CAROLINA
COUNTY OF PERQUIMANS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

REVISION 1

THIS DECLARATION REVISION made this 17th day of August 2017, by Deep Creek Shores of Perquimans County Homeowners Association (DCSHOA) a North Carolina Non-profit Corporation, hereinafter referred to as "Association". This Declaration Revision supersedes the original Deep Creek Shores Declaration dated 18 September 2000.

WITNESSETH

Whereas, Association members are the owners of certain property and lots (hereinafter the "property") lying and being situate in Perquimans County, North Carolina and being all of Lots #1 through #84 of Deep Creek Shores (DCS) which is more particularly identified on that certain Map of Survey by Brant L. Wise, PLS, entitled "Final Subdivision Plat of Deep Creek Shores Subdivision for Carolina Coast and Lakes, Inc.", dated 06/23/2000 and recorded 09/22/2000 in Plat Cabinet 2, Slides 86 & 87 in the Perquimans County Registry which is incorporated herein for a more complete and accurate description.

Whereas, Association desires to impose upon such lots certain mutual and beneficial covenants, conditions and restrictions (CC&Rs), Bylaws, and Rules and Regulations (R&Rs) for the benefit of all of the lots in the subdivision in order to promote the best interests and protect the investments of Lot Owners;

Whereas, this Declaration amendment includes the provisions set forth in North Carolina law (as amended), specifically, North Carolina General Statutes Chapters: 47F (hereinafter "47F") (North Carolina Planned Community Act, as amended) and 55A (hereinafter "55A") (North Carolina Nonprofit Corporation Act, as amended). In the case where substantive provisions of DCS Articles of Incorporations, CC&Rs, Bylaws, and R&Rs (hereinafter "DCS Legal Documents", as amended) are inconsistent or conflict with 47F and 55A, 47F will control. In the case where DCS Legal Documents are inconsistent or conflict with 55A, 55A will control. 47F is North Carolina's minimum CC&Rs for all planned communities established after January 1, 1999 with 20 lots or more. 55A includes provisions for all North Carolina Nonprofit Corporations. 47F and 55A are available via DCS and the North Carolina General Assembly website.

NOW, THEREFORE, Association hereby declares that all of the property as described by the Incorporated Map of Survey shall be held, sold and conveyed subject to the following (as amended) easements, 47F, 55A and DCS Legal Documents which are for the purpose of protecting the value and desirability of the property, and which shall run with the property and shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each such party, to wit;

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

REVISION 1 (CONTINUED)

1. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance of nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the property owners.

2. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.

3. With the two exceptions set forth herein, the property described herein shall not be used for any commercial, business or industrial undertaking or enterprise. This property shall be used for single family residential purposes only. The two exceptions to this provision are as follows: -1- Any occupant of a residence constructed on the property may use an interior room within the residence as an office, provided that the office is a private office that is not open for the reception of customers or clients; -2- This restriction shall not prevent any support activities in conjunction with this residential project such as management offices, maintenance areas, recreation areas, central meeting room areas and other such functions normally associated with a residential project.

4. If the parties claiming hereunder or any of their heirs, successors or assigns shall violate or attempt to violate any of the provisions of 47F, 55A and or DCS Legal Documents, except as hereinafter provided, it shall be lawful for the Association or any other person or persons owning any real property situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions of 47F, 55A and or DCS Legal Documents, either to prevent him or them from doing or to recover damages or other dues for such violation except the Association is specifically excluded from any liability for monetary damages.

5. Each lot shall be conveyed subject to drainage easements, utility easements, setbacks, street right-of-ways and all other matters depicted on the Incorporated Map of Survey.

6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

7. Each lot owner shall be a member of the DEEP CREEK SHORES HOMEOWNERS' ASSOCIATION, INC. and shall remain a member until he ceases to be a lot owner. The interest of a member in the association or its assets cannot be transferred or encumbered except as an appurtenance of his lot. As set forth in the Bylaws, each lot shall be entitled to two votes cast by its owner(s), or, for recombined lots, the number of votes allocated in the Bylaws.

8. DEEP CREEK SHORES HOMEOWNERS' ASSOCIATION, INC., will be conveyed the common areas as shown on the Incorporated Map of Survey (i.e. the "Common Area", the 50ft. street right-of-ways and the drainage/utility easements) to hold for the benefit, use and enjoyment of each member of the Association.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

REVISION 1 (CONTINUED)

9. DEEP CREEK SHORES HOMEOWNERS' ASSOCIATION, INC. shall have the authority to levy assessments for liability insurance, local taxes, maintenance of roads, and other common facilities and such other matters as it deems appropriate. Specifically, it shall provide for yard maintenance for all of the common areas. Any sum assessed remaining unpaid for more than sixty (60) days shall constitute a lien upon the delinquent lot or lots when filed of record in the Office of the Clerk of Superior Court of Perquimans County in the manner provided for by Article 8 of Chapter 44 of the General Statutes of North Carolina as amended. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the manager of the Board of Directors incident to the collection of such assessment or the enforcement of such lien. In addition to the lien provided for unpaid assessments, the owner of a said lot who has failed to pay such assessment may be held personally liable for such payment. Furthermore, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant of conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee or prospective grantee shall be entitled to a written statement from the manager or Board of Directors, as the case may be, setting forth the amount unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for any unpaid assessment against the grantor in excess of the amount therein set forth. Assessments shall be prorated among the owners with each lot being assessed an equal share of the common expenses.

10. The CC&Rs contained in this Declaration shall run with and bind the land for a term of twenty (20) years (September 22, 2020) from the date this Declaration was recorded (September 18, 2000), after which time, they shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or part by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay assessments to benefit the Common Use Areas, as herein provided, affect any lien for the payment of same or alter any rights reserved by Developer. To be effective any amendment must be recorded in the Office of the Register of Deeds of Perquimans County, North Carolina and a marginal entry of the same must be signified on the face of this document.

10.1 This revision, once recorded, will remain in effect as detailed in paragraph 10.

11. With the exception contained herein, livestock and domesticated farm animals shall be prohibited from this property. However, the occupants of the property may have dogs and cats provided they shall not disturb or annoy residents and are not allowed to run free; dogs and cats shall be walked on leashes. If dogs or cats are walked on common areas, the owner must scoop animal waste and dispose of the same in a trash container. The exception to the prohibition to livestock shall be that horses may be stabled or corralled on parcels of three acres or greater.

12. Loud Noises must be avoided at all times, but especially between the hours of 11:00 p.m. and 8:00 a.m.

13. Renters/occupants as well as resident owners are required to abide by these CC&Rs.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

REVISION 1 (CONTINUED)

14. After conveyance of each respective lot to a non-signatory, no signs or billboards shall be erected or maintained on the said lot except an appropriate "For Sale" sign and no trade materials or inventories may be stored upon nor, with the following exception, may any trucks or tractors be stored or regularly parked thereon. The exception shall be that privately owned, non-commercial passenger pickup trucks owned and used by an owner or renter as a primary vehicle may be parked upon lots. Non-commercial garden-type small tractors are allowed provided they are parked out of sight of street traffic.

15. The invalidation of any one of these CC&Rs by judgment or court order shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.

16. All lot owners are hereby granted non-exclusive easements for the purpose of ingress, egress and parking over those appropriate portions of the common areas for the lot owners and their invitees. DEEP CREEK SHORES HOMEOWNERS' ASSOCIATION, INC. shall have an easement over the non-common areas for the purpose of carrying out any of its rights or duties hereunder.

17. No mobile homes, trailers or manufactured homes (whether single or double wide) may be installed on or maintained on the property. All construction on the property must conform to all Perquimans County building regulations and requirements.

18. No lot shall be split or subdivided into smaller parcels.

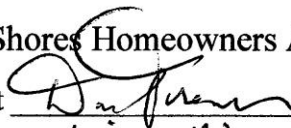
19. A lot may be improved only by the construction of one single family residential dwelling with either attached or detached garages provided the detached garage is of the same construction style and material of the dwelling. Such residential dwelling construction shall have an enclosed living space of at least 2,000 square feet, not including cellars, decks, enclosed porches and garages. Exteriors of such construction shall be of wood and/or masonry excluding concrete block type and may be covered by exterior siding. In conjunction with the construction of a residential dwelling or thereafter the property may be further improved by the construction of out buildings which shall be of the same construction style and material as the dwelling. However, the out buildings may not be used as a dwelling. Once begun, exterior construction shall be completed within twelve (12) months.

20. Use of the property shall be in conformity with all local, state and federal laws, regulations and rules regarding construction, usage, setbacks, improvements or environmental protection.

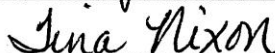
21. Any future lot owner who improves his lot by the construction of a dwelling thereon or any lot owner who purchases an improved lot shall hook-up to and become a customer of the Perquimans County Public Water Supply System at the owner's own expense, if and when the County provides such service to Deep Creek Shores Subdivision. This shall be an affirmative obligation upon such lot owner which shall be undertaken at the owner's sole expense. The purpose of this provision is to ensure that every dwelling within the Subdivision is supplied water through the County's public system.

Deep Creek Shores Homeowners Association

President



Secretary



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

REVISION 1 (CONTINUED)

STATE OF NORTH CAROLINA
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REVISION 1 (CONTINUED)

G.S. § 10B-41 NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

Perquimans County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

Daniel Trevors, President and Tina Nixon, Secretary
Name(s) of principal(s)

Date: 8-24-2017



Donna H. Phelps
Official Signature of Notary

Donna H. Phelps Notary Public
Notary's printed or typed name

My commission expires: 03/15/2021