

Book Page
1667 0914

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
OF MITCHELL HARBOUR**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS OF MITCHELL HARBOUR is made and entered into this 14 day of December, 1998, by COASTAL MARKETING AND DEVELOPMENT COMPANY, hereinafter referred to as "DEVELOPER".

WITNESSETH:

WHEREAS, DEVELOPER has previously recorded a Declaration of Protective Covenants of Mitchell Harbour in Book 1661, Page 275, et seq, in the office of the Register of Deeds of Craven County; and

WHEREAS, said covenants contemplate and provide for making additional properties subject thereto by Amendment to the end that all of Mitchell Harbour shall be developed in a uniform manner to the benefit of all present and future owners; and

WHEREAS, to this end, DEVELOPER now desires to subject additional property to said Declaration of Protective Covenants pursuant to Article 9, Section H of said Declaration; and

WHEREAS, said covenants provide in Article 14, Section B that a majority of the Owners of lots may amend said covenants at any time and that the same must be recorded in the Register of Deeds' office of Craven County to be effective and DEVELOPER, who owns a majority of the lots in Mitchell Harbour wishes to amend said Declaration for the purpose of providing for contracting with Carteret-Craven Electric Membership Corporation for the installation of utilities and street lighting as well as to provide for the correction of an error in Article 7, Section F of the original Declaration.

NOW, THEREFORE, the Declaration of Restrictive Covenants of Mitchell Harbour of record in Book 1661, Page 275, Craven County Registry shall, along with this Amendment, be applicable to all of lot numbers 10, 11, 12, 22, 23, 24 and 25 as shown on the map of Mitchell Harbour, Section Two as recorded in Plat Cabinet G, Slides 65 D & E, Craven County Registry.

Further, the provisions of Article 7, Section F are amended to read as follows:

F. Date and Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall be due and payable on an annual basis in January of each year and shall commence as to all Lots on the date said lot is first sold by the DEVELOPER with a pro rata portion of the remainder of the year in which said lot is sold being due and payable to the Mitchell Harbour Property Owners' Association, Inc. at the time of closing. Thereafter, dues will be assessed to each Owner on an annual basis for each

HENDERSON, BAXTER, ALFORD & TAYLOR, P.A., ATTORNEYS-AT-LAW, P.O. DRAWER U, NEW BERN, NC 28563

calendar year commencing with January 1, 1999. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. Should no annual assessment be established by the Board of Directors in any year, the immediately prior year's assessment shall be the assessment for the current year.

Further, said Declaration is amended as follows by adding a new Article 18, which states as follows:

ARTICLE 18

This Declaration subjects the real property in this subdivision to a contract with Carteret-Craven Electric Membership Corporation (hereinafter "CCEMC") for the installation of underground electrical utilities which may require an initial contribution and/or the installation of street lighting which will subject each Owner (or the Association) to a continuing monthly payment to CCEMC.

IN TESTIMONY WHEREOF, the DEVELOPER, has caused this instrument to be executed on the day and year first above written by and through its managing general partners.

COASTAL MARKETING AND DEVELOPMENT COMPANY, a North Carolina General Partnership (SEAL)

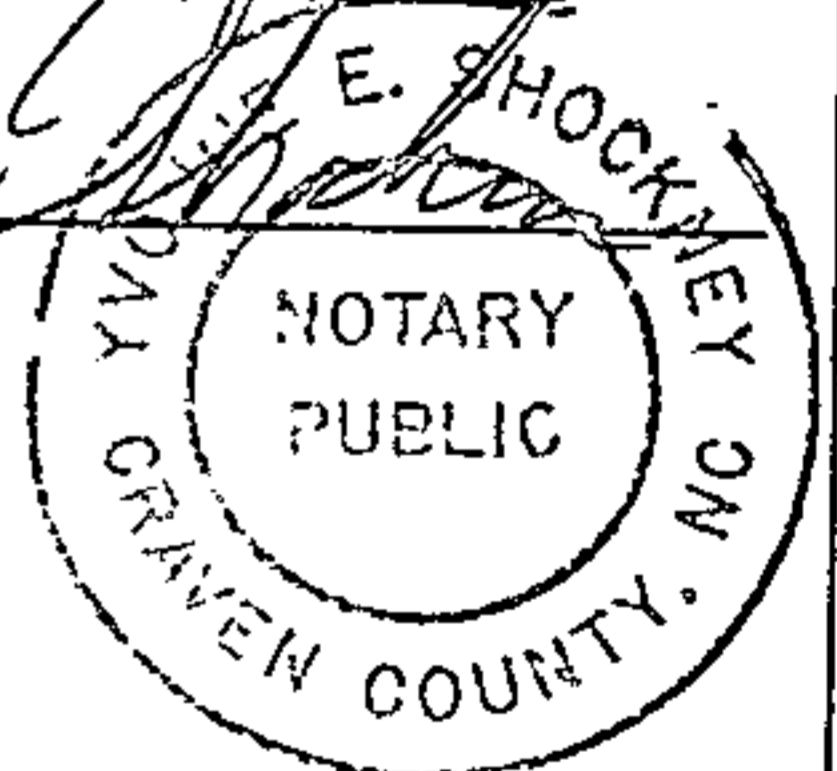
Duncan Harrison (SEAL)
DUNCAN HARRISON, General Partner

J. Michael Sanders (SEAL)
J. MICHAEL SANDERS, General Partner

STATE OF North Carolina
COUNTY OF Craven

I, Yvonne E. Shockley a Notary Public in and for the State and County above, do hereby certify that DUNCAN HARRISON, a General Partner of Coastal Marketing and Development Company, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and notarial seal, this the 14th day of December, 1998.

Yvonne E. Shockley
NOTARY PUBLIC


My Commission Expires:
4-30-2000

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STATE OF North Carolina
COUNTY OF Craven

I, Yvonne E Shockney, a Notary Public in and for the State and County above, do hereby certify that J. MICHAEL SANDERS, a General Partner of Coastal Marketing and Development Company, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and notarial seal, this the 14th day of December 1998.

[Signature]
NOTARY PUBLIC
[Notary Seal: Yvonne E. Shockney, Notary Public, Craven County, NC]

My Commission Expires:
4-30-2000

HENDERSON, BAXTER, ALFORD & TAYLOR, P.A., ATTORNEYS-AT-LAW, P.O. DRAWER U, NEW BERN, NC 28563

State of North Carolina, Craven County
The foregoing certificate(s) of Yvonne E. Shockney
of Craven County
is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in Book 1667 Page 916
This 15 day of Dec AD, 1998 at 1:45 o'clock PM
[Signature] Register of Deeds *[Signature]* Deputy Register of Deeds