

AMENDED

DECLARATION OF

ROANOKE RETREAT CONDOMINIUM
NOW TO BE KNOWN AS
ROANOKE SHORES CONDOMINIUM

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Dare County, North Carolina

Consisting of 6 Numbered Pages with
Attached Exhibits: (B) (C) (F) & (G)

Prepared by and after recording mail to:

Christopher L. Seawell, Esquire
Aldridge, Seawell, Spence & Felthousen
Post Office Box 339
Manteo, NC 27954



AMENDED
DECLARATION OF
ROANOKE SHORES CONDOMINIUM
FORMERLY KNOWN AS
ROANOKE RETREAT CONDOMINIUM

THIS AMENDED DECLARATION, made this 5th day of April, 2004, by Granite Properties & Management, LLC, a North Carolina limited liability company ("Declarant"), pursuant to the North Carolina Condominium Act, Chapter 47C, North Carolina General Statutes ("Act") of P. O. Box 400, Rolesville, N.C. 27571. 27954.

W I T N E S S E T H

WHEREAS, Roanoke Retreat, a North Carolina partnership, was the original Declarant of the Roanoke Retreat Condominium, as same is referenced in Declaration recorded in Book 1063, Page 523, Dare County Registry, and all attachments thereto, which Declaration is incorporated herein by reference, and whereas, Roanoke Retreat has sold all twenty-one units of said condominium and same have now been acquired by the Declarant by deed recorded in Book 1541, Page 398, Dare County Registry; and

WHEREAS, Declarant has succeeded to all of the interest of the original Declarant reference above and desires as sole owner of all of the aforesaid units and common areas and properties subject to the original Declaration, to amend said Declaration.

NOW, THEREFORE, the Declarant hereby amends the aforesaid Declaration of Roanoke Retreat Conominium, now to be known as Roanoke Shores Condominium, as hereinafter set forth, the following sections and paragraphs of the aforesaid original Declaration to be amended as follows:

1. The following amendment shall apply to Article I of the aforesaid original Declaration:

ARTICLE I

Definitions

Definitions. As used herein, the following words and terms shall have the following meaning:

1.2. Articles of Incorporation. The articles of incorporation of the Association filed with the Office of the Secretary of State of North Carolina which are incorporated herein and made a part hereof by this reference, and attached as Exhibit G.

1.3. Association. Roanoke Shores Owners Association, Inc., a nonprofit corporation organized under Section 47C-3-101 of the Act. The original owners association, Roanoke Retreat Owners Association, Inc., was not been fully organized and has never performed the functions for which it was originally intended and, therefore, Roanoke Shores Owners Association, Inc. has been formed for the purposes of the Association referenced in the original Declaration and this Amendment thereto.

1.6. Bylaws. The Bylaws of the Association which are hereby incorporated herein and made a part hereof by this reference, and attached as Exhibit B.



1.7. Common Elements. All portions of the condominium except the Units. Limited Common Elements are Common Elements. The Common Elements include all portions of the Condominium that are not part of the Units, including, without limitation, the land, improvements that are not part of the Units including all foundations, columns, load bearing walls, girders, beams, supports, walls, roofs, corridors, lobbies, stairs, entrances and exits of the Building, the yards, gardens, all decking and walkways, handicap ramps and all installations of central services for the furnishing of utilities.

1.10. Declarant. Granite Properties & Management, LLC and (i) any other person who has executed this Amended Declaration, or who hereafter executes an amendment to this Amended Declaration except First Mortgagees and except persons whose interests in the Property will not be conveyed to Unit Owners, and (ii) any person who succeeds to any Special Declarant Rights as defined in Section 47C-1-103(23) of the Act.

1.11. Declarant Control Period. The period commencing the date of this Amended Declaration and continuing until the earlier of (i) the date two (2) years after the Declarant have ceased to offer Units for sale in the ordinary course of business, or (ii) the date upon which Declarant surrenders control of the Condominium, or (iii) the date one hundred twenty (120) days after the Declarant has conveyed seventy-five percent (75%) of the Units to Unit Owners other than the Declarant.

1.13. Limited Common Elements. Those portions of the Common Elements allocated by this Declaration, the Plans or by operation of Section 47C-2-102(2) or (4) of the Act for the exclusive use of one or more but fewer than all of the Units, to the exclusion of all other Units. The Limited Common Elements shall include, but shall not be limited to, the following:

(a) Those portions of any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lying partially within and partially without the designated boundaries of a Unit serving exclusively that Unit shall be Limited Common Elements allocated exclusively to that Unit; and

(b) Any shutters, awnings, doorsteps, stoops, porches, balconies, decks, patios, exterior signage and all exterior doors, windows, and skylights designed to serve a single Unit, but located outside the Unit's boundaries, shall be Limited Common Elements allocated exclusively to that Unit; and

(c) Any portions of the heating, ventilating and air conditioning systems, including fans, compressors, return air grills and thermostats, whether located inside or located outside the designated boundaries of a Unit, including individual electricity, shall be Limited Common Elements allocated exclusively to the Unit or Units that they serve.

1.16. Plans. The plans of the Condominium as referenced in paragraph 1.16 of the original Declaration, except as same are amended as described on Exhibit C.

2. The following amendment shall apply to Article II of the aforesaid original Declaration:

ARTICLE II

Submission of Property to the Act

2.2 Name. The Property shall hereafter be known as Roanoke Shores Condominium.



2.7 Encumbrances. The liens, defects and encumbrances affecting the Property to which the rights of Unit Owners and Occupants are hereby made subject are set out on Exhibit F.

2.9. Additional Reservation of Special Declarant Rights. Declarant hereby reserves all Special Declarant Rights for a period not to exceed three (3) years from the date of this Amended Declaration. Except those improvements as shown on the Plans which have not been completed as of the date of filing of record of this Amended Declaration which have been designated they NEED NOT BE BUILT, the Declarant hereby reserves the right to refrain from the construction of such improvements. These improvements are a gazebo and a pier. In the event the Declarant chooses not to construct said improvements shown on the Plans, the area where such improvements were to be constructed shall be deemed to be part of the common elements of the Condominium, subject to the remaining provisions of this paragraph. The Declarant hereby reserves unto itself, its agents, employees, successors and assigns any and all easements and accesses necessary over and through the Property for the construction and completion of said improvements if the Declarant, in its sole discretion, decides to build same. The entrance sign as shown on the amended plat is the only improvement that MUST BE BUILT.

3. The following amendment shall apply to Article IV of the aforesaid original Declaration:

ARTICLE IV

Restrictions, Conditions and Covenants

4.7. Signs. No business activities, other than the development and sales activities of Declarant as permitted hereunder, shall be conducted on any portion of the Property. Except as may be required by legal proceedings and except as permitted in accordance with Section 4.8 hereof. No "For Sale" or "For Rent:" signs or other signs or advertising posters of any kind shall be maintained or permitted on any portion of the Property. Notwithstanding the foregoing, the provisions of this Section shall not apply to any signs maintained on the Property by Declarant, its agents, representatives or assigns, during the period that Declarant has any Condominium Unit for sale, or to the First Mortgagee of any unit pursuant to a Foreclosure Sale.

4.7(A) Pets. No animals or birds, other than two (2) generally recognized house pets (excluding pet fish in an aquarium) shall be kept or maintained on any portion of the Property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or to become, a nuisance. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements or Limited Common Elements. Pets shall be on leash when walked or exercised in any portion of the Common Elements. No pets shall be permitted to leave its droppings on any portion of the Common Elements and the owner of such pet shall immediately remove the droppings. Upon the written request of any Unit Owners, the Board may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular pet is permitted or such pet is a nuisance and shall have the right to require the owner of a particular pet to remove such pet from the Condominium if such pet is found to be a nuisance or to be in violation of these restrictions. The Board may allow for a third pet in a particular instance at its sole discretion, but such shall not be deemed a waiver of the 2-pet limit herein established. No pets may be kept and



maintained outside of a Unit. No horses, goats, or other livestock are allowed.

4.7(B) Antennas. The Association may adopt safety regulations regarding a Unit Owner's installation and use of a satellite dish or antenna. The Association may also adopt regulations mandating the location of satellite dishes and antennas provided that the dish or antenna is capable of receiving acceptable quality signals from such location. The Declarant and Association, their agents, employees, successors and assigns shall be entitled to erect and maintain such devices for providing satellite and/or cable television services to the Units or enter into contracts for the provisions of satellite and/or cable television, as they deem beneficial.

4. The following amendment shall apply to Article VIII of the aforesaid original Declaration:

ARTICLE VIII

Casualty Damage

If all or any part of the Property shall be damaged or destroyed, the same shall be repaired or replaced to original specifications unless: (1) the Condominium is terminated, (2) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or (3) the Unit Owners elect not to rebuild or replace by a ninety percent (90%) vote, including eighty percent (80%) approval of owners of Units not to be rebuilt or owners assigned to Limited Common Elements not to be rebuilt. All proceeds of insurance shall be used and applied in accordance with the provisions of Section 47C-3-113(e) and (h) of the Act.

5. The following amendment shall apply to Article XIII of the aforesaid original Declaration:

ARTICLE XIII

General Provisions

13.1. Conflict with the Act; Severability. Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

13.2. Interpretation of Declaration. Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear.

13.3. Captions. The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.





13.4. Exhibits. Exhibits A, B, C, D, E, F & G attached to the original Declaration and Exhibit B, C, F and G as attached to the Amended Declaration are hereby made a part hereof.

13.5. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity or enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

13.6. Waiver. No provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13.7. Law Controlling. This Declaration shall be construed and controlled by and under the laws of the State of North Carolina.

6. Except as amended herein, including all attached Exhibits, the terms of the original Declaration and Exhibits filed in Book 1063, Page 523, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

GRANITE PROPERTIES & MANAGEMENT, LLC

By: Kenneth V. Goetz
Manager

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary public of the County and State aforesaid, certify that Ken Goetze personally came before me this Day and acknowledged that he is Manager of Granite Properties & Management, LLC, a North Carolina limited liability company, and that he as Manager, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

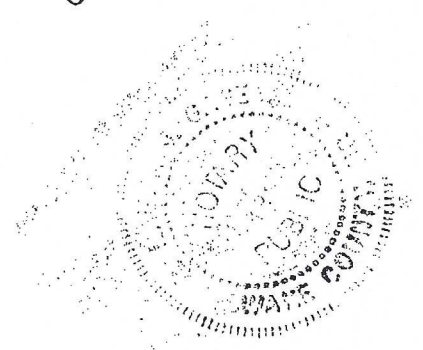
Witness my hand and notarial stamp or seal, this 5 day of April, 2004.

[seal]

Laura J. Gage
Notary Public

My commission expires:

09-30-07



NORTH CAROLINA
DARE COUNTY

The foregoing certificate of Laura J. Gage
a Notary Public 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

Vanzella McManus

Assistant Register of Deeds