

STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE HAMMOCKS AT CURRITUCK CLUB
THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE HAMMOCKS AT
CURRITUCK CLUB ("Amendment") is made this 3rd day of April, 2020 by THE
HAMMOCKS COMMUNITY ASSOCIATION, INC. ("Association").

RECITALS

A. The Association caused to be recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Hammocks at Currituck Club in Book 1462, at Page 573 in the office of the Register of Deeds of Currituck County, North Carolina on October 31, 2018 (the "Declaration"). The capitalized terms in this Amendment shall have the same meanings as set forth in the Declaration, unless otherwise defined herein or the context shall otherwise prohibit.

B. The Association desires to amend the Declaration to have the Owners assume responsibility for all Upkeep of the roofs and siding of Dwelling Units.

C. Pursuant to Section 15.2 of the Declaration, the Declaration may be amended by the affirmative vote of, or written agreement signed by, Owners of Lot to which at least sixty-seven percent (67%) of the total votes of the Association are allocated.

Prepared by **WARD AND SMITH, P.A.**, University Corporate Center, 127 Racine Drive, Post Office Box 7068, Wilmington, NC 28406-7068

Please return to **WARD AND SMITH, P.A.**, University Corporate Center, 127 Racine Drive, Post Office Box 7068, Wilmington, NC 28406-7068

Attention: James R. Todd

submitted electronically by "ward and smith, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Currituck County Register of Deeds.

D. The Association has obtained the vote of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated to amend the Declaration as set forth herein.

NOW, THEREFORE, the Association, acting pursuant to the authority set forth above, does hereby amend the Declaration as follows:

1. Section 6.1 of the Declaration is amended by deleting the struck-through text and adding the underlined text to the fourth and fifth paragraphs of the Section as follows:

With respect to the Lots and Dwelling Units, the Association shall be responsible for any Upkeep for any portion of a Lot or Dwelling Unit provided that the Association is not responsible for Upkeep to any interior finishes, fixtures, furniture, or décor of any Dwelling Units; any painting of exterior surfaces, finishes, fixtures, or areas of the Lots, Dwelling Units, or improvements to the Lots and Dwelling Units ("Exterior Painting"); or any Upkeep to Dwelling Unit roofs or siding. ~~any routine maintenance or repairs to Dwelling Unit roofs or siding.~~ Although the Owners are responsible for Exterior Painting, it is subject to the architectural controls of this Declaration. This Article does not alter the current color scheme for painting. Nor shall this Article restrict the right of the Association to provide for the Upkeep of any Lot or Dwelling as otherwise provided in this Declaration.

The Association shall not be responsible for the replacement Upkeep of roofs and siding of Dwelling Units, ~~at the end of their stated life expectancy, but shall not be responsible for maintaining or repairing the roofs or siding prior to the scheduled end of life replacement.~~ The Association ~~may at its option elect to replace a Dwelling Unit roof or siding earlier than the stated life expectancy schedule if the cost of maintenance or repair exceeds fifty percent (50%) of the total cost of replacement.~~

2. Section 6.2 of the Declaration is amended by deleting the following struck-through text and adding the underlined text to the second paragraph of the Section as follows:

Owners shall be responsible for maintaining all portions of the Lots within the fenced in backyard of the Lot, including but not limited to Landscaping and watering. Owners shall also be responsible for the routine maintenance and repair Upkeep of Dwelling Unit roofs and siding, ~~provided that the Association shall replace roofs or siding at the end of their stated life expectancy. However, the association may at its option elect to replace a Dwelling Unit roof earlier than the stated life expectancy schedule if the cost of repair or maintenance is greater than fifty percent (50%) of the total cost of replacement.~~

3. Except as expressly provided in the paragraphs above, the terms and provisions of the Declaration shall continue in full force and effect in accordance with the terms of the same as modified hereby.

[Signature to Follow]

IN TESTIMONY WHEREOF, the Association, pursuant to the authority above recited, has caused this Amendment to be executed under seal and in such form as to be binding and effective the day and year upon recording this Amendment in the office of the Register of Deeds of Currituck County, North Carolina.

THE HAMMOCKS COMMUNITY ASSOCIATION, INC. (SEAL)

By: Wayne S. Tatum
Print: WAYNE S. TATUM, President

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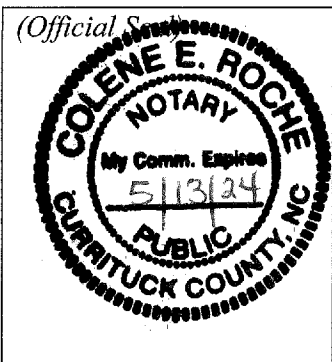
I certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Wayne S. Tatum, President of The Hammocks Community Association, Inc.

Date 4/3/2020

Coleene E. Roche
Signature of Notary Public

Coleene E. Roche, Notary Public
Printed or typed name

My commission expires: 5/13/24



Notary seal or stamp must appear within this box.

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