

Recorded: 08/28/2019 04:09:44 PM  
BY: CLAUDIA HARRINGTON  
Cheryl L. House, Register of Deeds  
Dare County, NC

Fee Amt: \$26.00

NC Excise Tax: \$0.00

BOOK 2320 PAGE 369 (3)

700068267



Prepared by and return to:  
E. Crouse Gray, Jr.  
Gray & Lloyd, L.L.P.  
3120 N. Croatan Hwy., Ste. 101  
Kill Devil Hills, NC 27948  
[www.grayandlloyd.com](http://www.grayandlloyd.com)  
File No. 13526-002

NORTH CAROLINA  
DARE COUNTY

**FIRST AMENDMENT TO**  
**DECLARATION**  
**OF**  
**PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND**  
**EASEMENTS**  
**WATER OAK RESIDENTIAL COMMUNITY ASSOCIATION**

This First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements made this the 36<sup>th</sup> day of August, 2019 by WATER OAK RESIDENTIAL, L.L.C., a North Carolina limited liability company (the "Developer"), having an office at 1314 S. Croatan Hwy, Suite 301, Kill Devil Hills, North Carolina, 27948.

**RECITALS**

A. Developer has caused to be recorded a Declaration of Protective Covenants, Conditions, Restrictions and Easements Water Oak Residential Community Association dated the 3<sup>rd</sup> day of May, 2019 as recorded in Deed Book 2298, Page 710, Dare County Public Registry, hereinafter the "Declaration".

B. Developer has caused to be constructed a sound front pier.

C. Developer desires to amend the Declaration regarding the sound front pier.

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NOW, THEREFORE, the Developer, for itself, its successors and assigns, hereby amends the Declaration as follows:

1. By adding a new Section 4.14, which shall read as follows:

**Section 4.14. Pier.** Developer has caused to be constructed a pier on the sound side. The pier is hereby declared to be Association Property. Notwithstanding the preceding sentence, Developer reserves the right to grant easements or rights of use to the pier to third parties. As Association Property, all repair, maintenance, insuring and upkeep of the pier shall be performed by the Association.

Developer shall provide an easement for ingress, egress and access to the soundside pier at a location to be determined by the Developer, which such location may be changed by the Developer from time to time, provided, at all times, there is at least a 10ft. wide access easement to the pier.

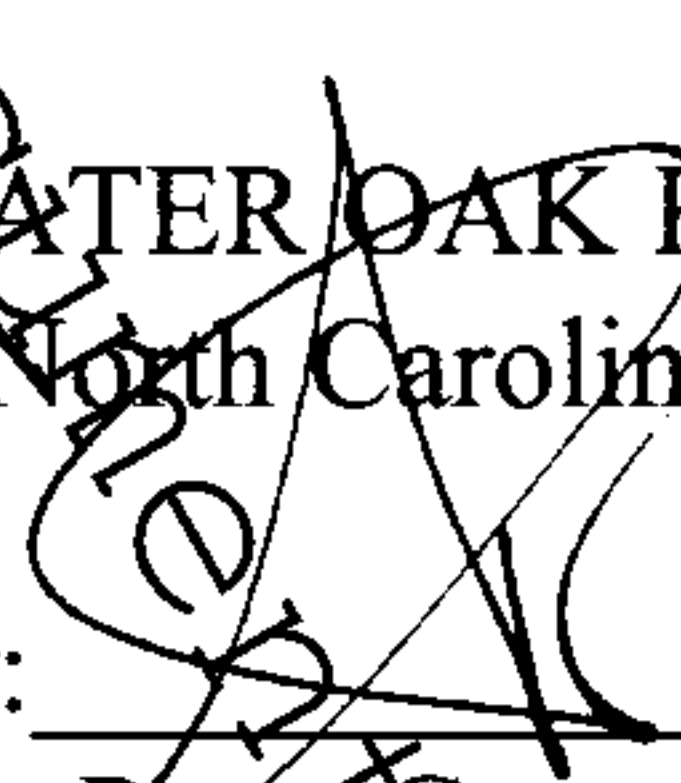
2. **Section 5.04 Assessments for Specific Lots** shall be amended by deleting the last sentence thereof and replacing the same with the following:

Developer shall have no obligation to pay any sums toward any reserve funds established pursuant to Section 5.02.

3. Except as amended and modified herein, Developer does hereby reaffirm and reallege all of the terms and conditions of the afore-referenced Declaration.

IN WITNESS WHEREOF, Developer has caused this First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements Water Oak Residential Community Association to be executed the day and year first above written.

WATER OAK RESIDENTIAL, L.L.C.,  
A North Carolina limited liability company

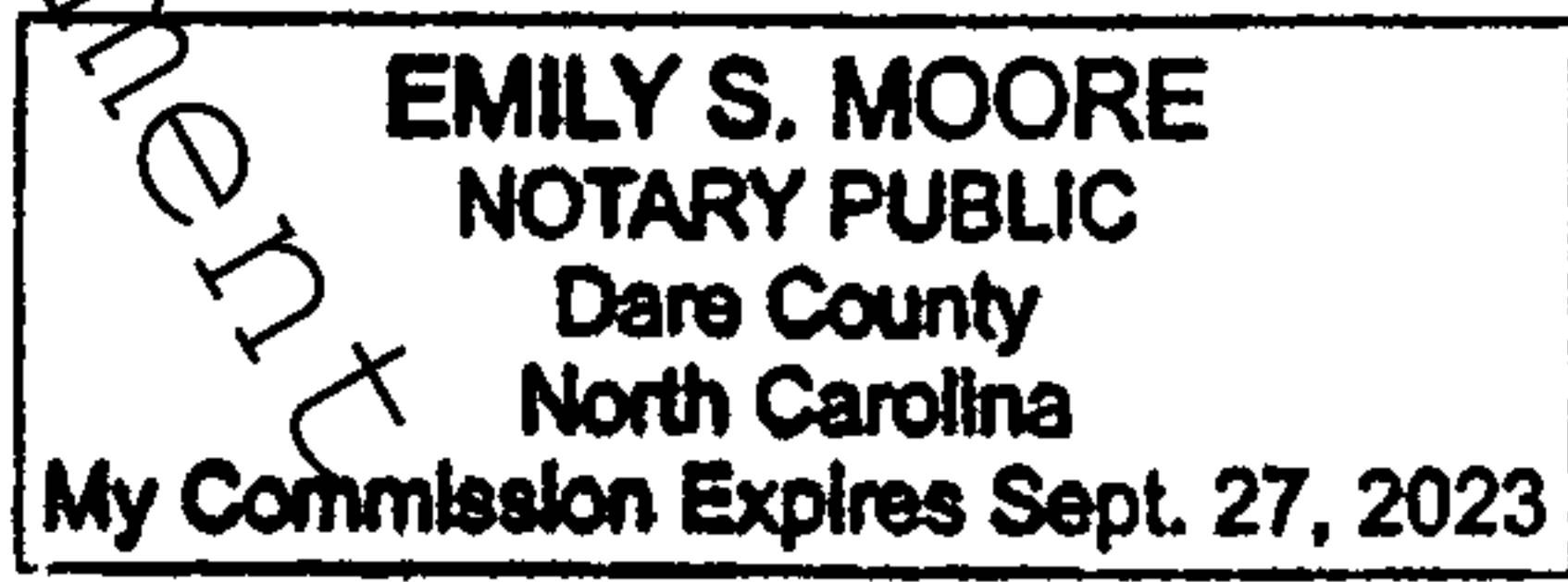
By:  (SEAL)  
Prem Gupta, Manager

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STATE OF NORTH CAROLINA  
COUNTY OF DARE

I, Emily S Moore, a Notary Public, hereby certify that **Prem Gupta** personally came before me this day and acknowledged the execution of the foregoing instrument, all in his capacity as a manager in, and in the name and for and on behalf of Water Oak Residential, L.L.C., a limited liability company organized under the laws of the State of North Carolina.

Witness my hand and official seal this the 26<sup>th</sup> day of August, 2019.



(SEAL/STAMP)

Emily S Moore  
Notary Public  
My Commission Expires: Sept 27, 2023  
Registration Number: \_\_\_\_\_