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**FOURTH AMENDMENT
AND
SUPPLEMENTAL DECLARATION
TO
DECLARATION OF CONDOMINIUM**

FOR

**RODANTHE SUNSET RETREAT CONDOMINIUMS
an expandable condominium**

formerly

RODANTHE SUNSET RESORT CONDOMINIUMS

THIS FOURTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO DECLARATION OF CONDOMINIUM for Rodanthe Sunset Retreat Condominiums (this “Fourth Amendment”) is made effective as of the 1st day of November, 2022 by Rodanthe Sunset Resort, LLC, a North Carolina limited liability company (“Declarant”), pursuant to the provisions of Chapter 47C of the North Carolina General Statutes, entitled the “North Carolina Condominium Act.”

I. AMENDMENTS TO DECLARATION

RECITALS:

R1. Declarant is the owner and developer of that certain development located in the Village of Rodanthe on Hatteras Island, North Carolina known, pursuant to this Fourth Amendment, as Rodanthe Sunset Retreat Condominiums and formerly known as Rodanthe Sunset Resort Condominiums (the "Condominium").

R2. Declarant recorded the Declaration of Condominium for the Condominium on June 1, 2016 (Document No. 700026120) at Book 2097, Page 255 of the Dare County Registry (the "Declaration") as amended by that certain First Amendment to the Declaration recorded on January 6, 2017 (Document No. 700034335) at Book 2143, Page 314 of the Dare County Registry. as further amended by that certain Second Amendment to the Declaration recorded on September 7, 2017 (Document No. 700043395) at Book 2190, Page 698 of the Dare County Registry, and as further amended by that certain Third Amendment to the Declaration recorded on September 26, 2017 (Document No. 700044060) at Book 2194, Page 318 of the Dare County Registry.

R3. Pursuant to Section 16.2 of the Declaration, the Declarant may amend the Declaration pursuant to exercise of its Special Declarant Rights, which have not expired.

R4. Declarant desires to amend the Declaration as provided herein.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The second paragraph of the "Background Statement" is amended to state as follows:

Rodanthe Sunset Retreat Condominiums ("RSR" or the "Condominium") is presently designed to include up to three phases of development. Phase One shall consist of an existing Building consisting of six (6) Residential Units, which is presently owned by the Declarant and shall be converted to the condominium form of ownership. Phase Two shall be expandable land which may, but is not required to, be added to RSR in the Declarant's discretion in the future, consisting of two Land Units, upon each of which a single family residential structure of up to ten (10) bedrooms may be constructed. Phase Three shall be expandable land which may, but is not required to, be added to RSR in the Declarant's discretion in the future, and is currently proposed to consist of one additional Building containing up to eight (8) additional Residential Units.

2. The third paragraph of the "Background Statement" is hereby deleted.

3. The sentence "The Bylaws of the Association make provisions for the formation of a Residential Executive Committee and a Commercial Executive Committee (if constructed) to advise and assist the Association with the management of the respective elements of the Condominium," is hereby deleted from the final paragraph of the "Background Statement".

4. The text of Section 1.10 is hereby deleted in its entirety and replaced with "INTENTIONALLY OMITTED".

5. The text of Section 1.11 is hereby deleted in its entirety and replaced with "INTENTIONALLY OMITTED".

6. The text of Section 1.12 is hereby deleted in its entirety and replaced with "INTENTIONALLY OMITTED".

7. The text of Section 1.13 is hereby deleted in its entirety and replaced with "INTENTIONALLY OMITTED".

8. The text of Section 1.14 is hereby deleted in its entirety and replaced with "INTENTIONALLY OMITTED".

9. The text of Section 1.15 is hereby deleted in its entirety and replaced with "INTENTIONALLY OMITTED".

10. The text of Section 1.17 is hereby deleted in its entirety and replaced with "INTENTIONALLY OMITTED".

11. The text of Section 1.18 is hereby deleted in its entirety and replaced with "INTENTIONALLY OMITTED".

12. Section 1.19 is hereby replaced and amended to state as follows:

1.19 "Common Elements" shall mean and refer to all parts of the Condominium other than the Units and shall include: (a) General Common Elements; (b) Shared Limited Common Elements; (c) Residential Limited Common Elements; and (d) Individual Residential Limited Common Elements. Each Unit Owner shall be the owner of an undivided interest as a tenant in common of the Common Elements as set forth on Exhibit "E", although the use and obligations with respect to certain Common Elements shall be restricted as set forth in this Declaration and in the Bylaws.

13. The text of Section 1.21(1)(c) is hereby deleted and replaced with "INTENTIONALLY OMITTED".

14. The phrase "...or 'Individual Commercial Limited Common Element'..." is hereby deleted from Section 1.21(1)(d).

15. Section 1.22 is amended to replace "Rodanthe Sunset Resort Condominiums" with "Rodanthe Sunset Retreat Condominiums".

16. The text of Section 1.37 is hereby deleted and replaced with "INTENTIONALLY OMITTED".

17. Section 1.40 is hereby replaced and amended to state as follows:

1.40 "Limited Common Elements" shall mean and refer to those portions of the Buildings or Land Units which are Limited Common Elements within the meaning of the Act and which are reserved for the exclusive use of a Building or Land Unit.

(a) With respect to a Building:

- (1) All portions of a Building except the Units shall be deemed Limited Common Elements;
- (2) Limited Common Elements shall include all portions of the Building which are not included in the Units, as more fully set forth in Section 3.5, provided, however, if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is an Individual Residential Limited Common Element, allocated exclusively to that Unit and any portion thereof serving more than one Unit or a portion of the Building is a part of the Limited Common Elements of that Building.

(b) With respect to a Land Unit:

- (1) Every physical component of a Land Unit or improvement constructed thereon or to be constructed, together with any plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps, pilings, docks, and accessories thereto, wires, ducts and conduits serving that Land Unit, is a part of the Unit and not a Common Element or Limited Common Element;
- (2) Plumbing, electric and other utility or service lines, pipes, pumps and accessories thereto, wires, ducts and conduits which serve a Land Unit and are located on, over, under or through the Common Elements shall be deemed a Limited Common Element of the Land Unit which such facilities serve.
- (3) Notwithstanding the foregoing subsections (b)(1) and (b)(2), any portion of a Land Unit designated on the Condominium Plat as a stormwater management basin or other portion of Land Unit required to be constructed and maintained pursuant to any state or federal stormwater permit held in the name of the Declarant or the Association shall be a Common Element and subject to periodic maintenance, repair and replacement by the Association.

18. Section 1.41 is hereby amended to state:

1.41 "Limited Common Expenses" shall mean and refer to expenses separately assessed against one (1) or more Buildings or Land Units but less than all of the Buildings and Land Units for the Building Expenses or other costs related to the maintenance of Limited Common Elements.

19. Section 1.50.2 is hereby amended to state:

1.50.2 "Phase Two" shall mean the portion of the Land shown as Phase Two on the Plat, the same being submitted to the Condominium by the recordation of this Fourth Amendment.

20. Section 1.50.3 is hereby deleted.

21. Section 1.52 is hereby amended to state:

1.52 "Plat" (and from time to time herein "Condominium Plat") shall mean and refer to the "Condominium Plat" survey for the Condominium prepared by Quible & Associates, P.C. which depicts Phase 1 of the Condominium and the location of the Buildings and the Units and is filed with the Plans, together with the "Parcel 1-R, Amended Condominium Plat, Phase 2 and Phase 3" which depicts Phase 2 and possible future Phase 3 of the Condominium.

22. The text of Section 1.55 is hereby deleted and replaced with "INTENTIONALLY OMITTED".

23. Section 1.57 is hereby amended to add the following sentence, "Notwithstanding the foregoing, Land Unit Owners shall have the non-exclusive right to use the swimming pool, walkway and gazebo portions of the Residential Limited Common Elements."

24. Section 1.65 is hereby amended to state:

1.65 "Schedule of Unit Information" shall mean and refer to the revised schedule attached hereto as Exhibit "E", which schedule shows the Residential Units in Building "A" and for each Unit its Identifying Number, the Land Units, the General Common Elements Interest, number of votes in the Association, share of liability for General Common Expenses, and the Residential Percentage Interest.

25. Section 1.67(e) is hereby amended to delete the phrase "...or any member of the Residential or Commercial Executive Committees..."

26. Section 1.69 as its subsections are hereby amended to state:

1.69. "Unit" or "Condominium Unit" shall mean and refer to a portion of the Condominium intended for independent ownership and use, as more fully set forth and shown on the Plat and Plans, which shall be Residential Units and Land Units. For the purpose of defining Residential Units (as distinguished from a Land Unit), the terms set forth below shall be defined as follows:

1.69.1 "Unfinished Wall" shall mean and refer to the drywall which constitutes the interior face of a wall of a Residential Unit.

1.69.2 "Unfinished Ceiling" shall mean and refer to the wooden trusses, unfinished drywall or other structural materials which constitute the ceiling of a Residential Unit.

1.69.3 "Unfinished Floor" shall mean and refer to the wooden trusses which constitute the floor of a Residential Unit.

Residential Units shall include the drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, sub-flooring or floor covering, windows and window frames and glass, doorsteps, stoops, sliding doors to access balconies and their frames, and interior and exterior doors and door frames. A Residential Unit shall further include fixtures and hardware and all improvements contained within the unfinished perimeter walls, ceilings, and floors. A Residential Unit shall include any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, or other utility services to the Residential Unit and located within the unfinished walls, ceilings and floors; provided, however, that a Residential Unit shall not include any of the structural components of the Building or utility or service lines located within the Residential Unit but serving more than one Residential Unit.

27. Section 2.2 of the Declaration is hereby amended to change the name of the Condominium to "**Rodanthe Sunset Resort Condominiums**".

28. All references to the term "Unit" appearing in Sections 3.1, 3.2, and 3.5 are hereby amended to state "Residential Unit".

29. Sections 3.6(c) and (f) are hereby deleted and replaced with "INTENTIONALLY OMITTED".

30. References to "Commercial Limited Common Elements" and "Individual Commercial Limited Common Elements" appearing in Section 3.7 are hereby deleted.

31. The last sentence of Section 3.10 is amended to state: In particular, the swimming pool, walkway and gazebo are Residential Limited Common Elements, subject to the Permitted Activities and the rights of Land Unit Owners.

32. Section 3.11 is hereby deleted and replaced with "INTENTIONALLY OMITTED".

33. Section 3.12 is hereby amended to state:

3.12 Undivided Interest of Owners in the General Common Elements. The percentage interest of the General Common Elements allocated to each Unit is as set forth in **Exhibit "E"** attached hereto. The percentages of undivided interest in the General Common Elements allocated to each Unit shall not be changed except with: (i) the unanimous written consent of the Owners of the Units whose undivided interest in the

General Common Elements are changed, together with the consent of the Mortgages of such Units; and (ii) the consent of the holders of sixty-seven percent (67%) of the votes in the Association, and the consent of fifty-one percent (51%) of the Mortgagees of such Units, and is specifically authorized elsewhere in this Declaration or in the Bylaws.

34. Sections 4.2 and 4.3 are hereby deleted and replaced with "INTENTIONALLY OMITTED".

35. Section 4.4 is hereby amended to state:

4.4 Association Management Duties. Subject to the rights and obligations of Declarant and other Owners as set forth in this Declaration and the Act, the Association shall be responsible for the administration and operation of the Condominium, and for the exclusive management, control, maintenance, repair, replacement and improvement of the Common Elements (including facilities, furnishings and equipment related thereto) and any Limited Common Elements of the Phase 1 Units (but not the Limited Common Elements of the Land Units, which shall be the obligation and sole expense of the Owner of such Land Unit), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The expenses, costs and fees of such management operation, maintenance and repair by the Association shall be part of the Assessments, and prior approval of the Owners shall not be required in order for the Association to pay any such expenses, costs and fees. The Board of Directors will exercise for the Association all powers, duties and authority vested in or obligated to be taken by the Association and not reserved to Declarant or the other Members by this Declaration, the other Condominium Instruments or the Act.

36. Section 4.9(a) is hereby amended to state:

4.9(a) Delegation to Manager. The Association, acting through the Board, may employ or contract for the services of a Manager to act for the Association and the Board and the officers according to the powers and duties delegated to the manager(s) pursuant to the Bylaws or resolution of the Board. Neither the Board nor any officer of the Association will be liable for any omission or improper exercise by a manager(s) of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

37. Section 4.9(b) is hereby amended to state:

4.9(b) Committees. The Association, acting through the Board, may delegate any of its rights, duties or responsibilities as they deem appropriate to any committee or other entity that the Board may choose to form.

38. The phrase "...and Members of the Executive Committee of the Commercial Section and Residential Section..." is hereby deleted from Section 4.11.

39. Section 4.15 and its subsections are hereby deleted and replaced with "INTENTIONALLY OMITTED".

40. Section 4.16 is hereby amended to state:

4.16 Architectural Review and Approval. Except for ordinary and routine maintenance to a Residential Unit or the improvements on any Land Unit, no construction or alteration of the interior or exterior of a Residential Unit, or construction or alteration of the exterior of improvements on any Land Unit, shall be commenced, nor shall any such construction or alteration be allowed to remain, until the "Architectural Review Committee" (the "ARC") has approved in writing the plans therefor. The ARC shall be comprised of the members of the Board of Directors.

4,16(a) Residential Unit Standards. The ARC shall promulgate standards for repair and replacement of exterior doors and windows of Residential Units and may promulgate standards for Residential Unit window treatments and for the replacement of hot tubs situated on the Individual Residential Limited Common Element balconies, and Owners of Residential Units may repair or replace such features without further approval so long as ARC standards are met. All other construction shall require submission of plans to the ARCs for review and approval at least thirty (30) days prior to the commencement of any such work. The ARCs may promulgate standards for the composition of interior flooring (subject to approval by the Board of Directors), but other aesthetic consideration shall be in the discretion of the Unit Owner. ARC review of interior construction in Residential Units shall be limited to impacts on interior and exterior walls and impacts on the Common Elements and Limited Common Elements of the Condominium, and the ARC may deny applications that the ARC determines, in its discretion, will adversely impact the Building.

4.16(b) Land Unit Standards. The ARC shall promulgate standards for improvements which may be constructed on a Land Unit and the general appearance of all improvements to a Land Unit. Such standards shall include, but are not limited to, architectural guidelines (including paint color and siding/roofing materials), restrictions on construction and location of porches, decks, patios, sidewalks, garages, carports, accessory buildings, driveways, walkways, lighting, pet houses and pet runs, as well as guidelines with respect to landscaping and landscape maintenance. Repair and replacement of Land Unit improvements may be performed without further approval so long as ARC standards are met. All other construction shall require submission of plans to the ARC for review and approval at least thirty (30) days prior to the commencement of any such work

4.16(c) Failure to Act; Approval. Any application upon which the ARC fails to act within thirty (30) days of submission shall be deemed approved. Requests by the ARC for additional information shall be deemed a determination that the application was incomplete, and the thirty (30) day time period will run from resubmission by the Unit Owner. On any application, the ARC may approve, deny, conditionally approve, or request additional information. ARC review procedures shall be determined by the Board of Directors in its discretion. Nothing in this Section shall be interpreted to

create a right in the Unit Owner to modify, alter, amend, construct or reconstruct any Common Elements, the same being strictly prohibited.

41. Section 6.2 is amended to state:

6.2 Usage of Units. All Units shall be used for residential purposes only; provided, however, that the Units also may be used for home office purposes by the residents of such Units. Notwithstanding the foregoing, Declarant may maintain any Unit owned by Declarant as a sales office or model Unit. Under no circumstances may any Unit be used for "Assembly", "Business", "Educational", "Factory", "High Hazard", "Institutional", "Mercantile", "Storage" or "Utility" purposes, as that term is defined in the 2018 North Carolina State Building Code, Chapter 3, Use and Occupancy Classification.

42. Section 6.3 and its subsections are hereby deleted and replaced with "INTENTIONALLY OMITTED".

43. Section 6.6 is amended to state:

6.6 Antennas or Satellite Dishes. No Residential Unit Owner shall install any receiving or transmitting device which requires any exterior protrusion whatsoever. Direct broadcast satellite antennas (satellite dishes) must be one meter (39 inches) or less in diameter. All antennas not covered by or otherwise exempt from FCC regulations are prohibited on all Units. With respect to Residential Units, antennas shall be installed solely inside the Unit or on Limited Common Elements assigned to the Unit as designated on the Plat and Plans. With respect to Land Units, antennas shall be affixed to primary residential structure constructed thereon. Installation of an antenna on a Limited Common Element does not convert the Limited Common Element to individual property. Placement of antennas on Common Elements, including specifically the roof or exterior walls of a Building, is strictly prohibited. Nothing in this section shall be interpreted to require the Association to provide satellite reception to any Unit that, because of orientation or elevation, cannot otherwise obtain such reception.

44. Section 6.14 is amended to state:

6.14 Signs. No signs or other advertising devices shall be displayed on or about the exterior of any Residential Unit or in the Common Elements. Land Unit Owners may attach a sign to any home built on the Land Unit for the sole purpose of "naming" the house, such sign to be no larger than 24" by 36" in size. Furthermore, no signs or other displays, whether political or commercial in nature or otherwise, shall be posted or attached to the interior of any Unit so as to be visible from the Common Elements of the Condominium or from any adjacent parcel, roadway, or waterway, or to the exterior of any Unit or to the Limited Common Elements or Common Elements. Notwithstanding the foregoing, Declarant shall have the right to maintain advertising signs upon the Condominium so long as Declarant owns one or more Units that it is

offering for sale, provided those signs comply with applicable governmental regulations.

45. Section 6.20 is amended to state:

6.20 Rules and Regulations. In addition to the use restrictions set forth in this Declaration, reasonable rules and regulations governing the use of the Condominium may be made and amended from time to time by the Association. Copies of such regulations and amendments thereto shall be posted prominently prior to their effective date, and shall be furnished by the Association to all Owners upon request.

46. Section 11.4 is amended to state:

11.4 Funds for Repair and Reconstruction. Subject to the provisions of Section 11.6 below, the proceeds received by the Association from any hazard insurance carried by Association shall be used for the purpose of repair and reconstruction. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to either Section 7.1(b)(iii), 11.2(d) or 15.2(d) of the Bylaws, levy, assess, and collect in advance from the Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction, as well as to cover any insurance deductible payment incurred by the Association. Any cost of repair and reconstruction in excess of insurance proceeds and reserves is a Common Expense.

II. SUBMISSION AND RECOMBINATION OF PARCEL 2, RECOMBINATION OF PARCEL 3, AND CREATION OF LAND UNITS

RECITALS:

R1. Declarant is the owner of Parcel 2 and Parcel 3 as shown on that certain plat entitled "Final Plat, Rodanthe Sunset Resort, PIN # 0648-1297-7048, Atlantic Township, Dare County, North Carolina," dated April 11, 2016 and prepared by Matthew R. Battey, P.L.S. of Quible & Associates, P.C. and recorded in the Office of the Register of Deeds of Dare County, North Carolina at Plat Cabinet I, Slide 268 (Document # 700025263) and as also shown on the Condominium Plat.

R2. Declarant desires to recombine Parcel 3 with the Condominium (Parcel 1) and submit Parcel 3 as a Common Element of the Condominium regime.

R3. Declarant desires to submit Parcel 2 to the Condominium regime creating two (2) Land Units, each Land Unit to be developed as single family residential structures having up to ten (10) bedrooms, and reserving an area designated for possible future construction as Phase 3 of the Condominium, consisting of a single building with up to eight (8) Residential Units, as well as Limited Common Elements and Common Elements, all as more particularly shown on the Condominium Plat, as amended, and to recombine Parcel 2 with the Condominium (Parcel 1).

NOW, THEREFORE, the Declarant hereby declares as follows:

1. Land Unit Defined. "Land Unit" shall mean a three-dimensional area as described in this Supplemental Declaration and as shown on the Condominium Plat, as amended, together with any improvements contained or constructed within such area unless expressly excluded by this Supplemental Declaration or on the Condominium Plat. The boundaries of each Land Unit are more particular described in Section 6 hereof.

2. Dwelling Defined. "Dwelling" shall mean any detached structure constructed on a Land Unit, intended for any type of independent ownership for use and occupancy as a residence, as may be used and defined as herein provided or as provided in subsequent Declarations covering all or part of the Condominium.

3. Property Submitted. The following property shall be held, sold and conveyed subject to the covenants, conditions and restrictions contained in the Declaration:

Parcel 2 and Parcel 3 as shown on that certain plat entitled "Final Plat, Rodanthe Sunset Resort, PIN # 0648-1297-7048, Atlantic Township, Dare County, North Carolina," dated April 11, 2016 and prepared by Matthew R. Battey, P.L.S. of Quible & Associates, P.C. and recorded in the Office of the Register of Deeds of Dare County, North Carolina at Plat Cabinet I, Slide 268 (Document # 700025263).

4. Parcel 3 Recombined. Parcel 3 shall be recombined with Parcel 1 as shown on that certain plat entitled "Rodanthe Sunset Resort, LLC, Recombination of Parcels 1 and 3, Rodanthe Sunset Resort" dated June 22, 2022, and prepared by Jamie E. Furr, PLS and recorded in the Office of the Register of Deeds of Dare County, North Carolina at Plat Cabinet J, Slide 300 (Document #700120536). The land area so recombined shall become a part of the Common Elements of the Condominium.

5. Parcel 2 Division; Land Units, Phase 3, Common Elements. As shown on the Condominium Plat, as amended, Parcel 2 shall be divided as follows:

- a. Two (2) Land Units, with building envelopes contained therein for the construction of single-family residential structures having ten (10) bedrooms or less;
- b. An area designated as "Phase 3 - Need Not Be Built" which, subject to the Development Rights of the Declarant, may be converted to a second Condominium Building containing up to eight (8) Residential Units;
- c. Such remaining areas designated as Common Elements or Limited Common Elements as shown on the Condominium Plat.

6. Land Unit Boundaries. Each Land Unit shall consist of the land area as shown on the Plat. The upper boundary of each Unit shall be the plane extended ten (10) feet above the uppermost height to which a structure currently exists or may be constructed as permitted

by the applicable zoning and building code of Dare County, North Carolina. The Land Unit shall include the subterranean area directly below the land area comprising the Land Unit with the lower boundary of the Land Unit being a plane twenty (20) feet below the graded surface of the ground or bottom surface of the waterway consisting of the land area or waters shown on the Condominium Plat. The vertical or perimetric boundaries of each Unit shall be the vertical planes created by extending the Unit boundaries shown on the Condominium Plat into the air and below the ground to the intersections with each other and with the upper and lower boundaries thereby constituting complete enclosures of space and all improvements within that space.

Every physical component or improvement constructed thereon or to be constructed, together with any plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps, pilings, docks, and accessories thereto, wires, ducts and conduits serving the Land Unit, is a part of the Land Unit and not a Common Element. The Land Unit shall not include any plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve multiple Units, whether or not located within the boundaries of that Land Unit.

7. Restrictions On The Use Of Land Units; Maintenance Responsibilities.
 - a. Local Ordinances, Regulations; Zoning Regulations. The Land Units shall not be used for any purpose other than as permitted in the Dare County Zoning and Subdivision Ordinances, the conditional use permit applicable to the Condominium, or the laws, rules, or regulations of any governmental authority in force and effect on the date of recording of this Declaration as the same may be hereafter from time to time amended. The right, however, to further limit or restrict the use of a particular Land Unit is reserved under the provisions of this Section.
 - b. Architectural Requirements. The following are the minimum architectural standards for construction on all Land Units and the Dwellings to be constructed thereon, and may not be amended to be less restrictive without the express written consent of Dare County.
 - i. Construction of a Dwelling on the Land Unit shall be limited to the area indicated on the Plat as "Building Envelope".
 - ii. Gross floor area of a Dwelling shall not exceed 8,924 square feet.
 - iii. Roofing and siding of any Dwelling shall be of substantially similar style and composition to that of the Condominium Buildings and subject to ARC approval.
 - iv. All Dwellings and accessory structures constructed on any Land Unit shall be subject to ARC review and approval and shall comply with all applicable ARC design standards.

- v. Except for any fence installed by Declarant or the Association, no fence, screen or wall shall be installed on a Land Unit except in accordance with ARC Guidelines. Except as otherwise provided herein, no fence, screen, wall or other structure shall be erected or maintained on any Land Unit without the express written consent of the ARC. Any fence, screen or wall so erected shall have and include a gate to permit access to meters and other utilities which may from time to time be examined by appropriate persons.
 - vi. No above ground pools of any kind shall be permitted.
 - vii. Piers and Docks. Subject to the regulations and approval of Dare County and the State of North Carolina, each Land Unit shall be entitled to construct one single span pier or boat dock extending from the western boundary of the Land Unit into the Pamlico Sound. Such pier or dock shall not be constructed within 15 feet of the northern or southern boundary of any Land Unit and such pier or dock shall not unreasonably interfere with the riparian rights of any adjacent owner. Nothing in this subsection shall be interpreted to allow the construction of a marina or other structure suitable for the dockage of multiple vessels.
- c. Outdoor Storage Prohibited. No outside storage of lumber, metals, or bulk materials of any kind, except building materials stored during the course of construction of any approved Dwelling, shall be permitted and no refuse or trash shall be kept, stored or allowed to accumulate on any Land Unit. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made at such place on the Lot so as to provide access to the Persons making such pick-up. At all other times such containers shall be stored so as to be visually screened from all streets and adjacent and surrounding Land Units and Buildings. The ARC may formulate and adopt reasonable rules and regulations relating to the size, shape, color and type container permitted and the manner of storage of same on any Land Unit.
- d. Vehicles and Parking on Land Units. Appurtenant parking for any Land Unit shall be limited to designated spaces located on a Land Unit. No Land Unit Owner, their guests or invitees, shall be entitled to use of parking spaces on any other Land Unit or the parking spaces of the Condominium Buildings. No commercial truck, commercial bus, school bus, taxicabs or other commercial vehicle of any kind, campers, boats, trailers, recreational vehicles and/or motor homes shall be parked in any location on a Land Unit without prior written approval from the Board of Directors. Commercial vehicles shall be deemed to include cars and vans in styles normally used for private purposes but painted with or carrying commercial advertising, logos, or business names or containing visible commercial equipment and/or materials (including, but not limited to, ladders, fuel tanks, pesticide tanks and tools). No disabled vehicle or vehicle on which current registration plates are not displayed shall be parked on any

Land Unit. The repair or extraordinary maintenance of vehicles shall not be carried out on any Land Unit. The Association may enforce the provisions of this Section by towing any non-complying vehicle in accordance with applicable municipal ordinances.

- e. Animals. No livestock, fowl, insects or other animals shall be kept or bred on any Land Unit, and in no event shall any stable, hatch, barn, coop or other housing or shelter for animals or for the storage of materials be placed or maintained upon any Land Unit. Notwithstanding anything to the contrary herein contained, dogs, cats and other household pets may be kept on the Property provided that such household pets are subject to the ordinances of Dare County and the rules and regulations established by the Board of Directors from time to time and further provided that said pets are not raised or bred for any commercial purposes. The Board of Directors shall have the right to require any Owner (or any tenant of any Owner, or any family member or guest of any Owner or tenant) to remove from the Property any animal if such animal is: (i) creating a nuisance, (ii) the Owner, tenant or Resident does not clean up after the animal, (iii) the animal is creating excessive noise, (iv) the animal is not properly controlled or (v) the animal is deemed to be a danger to the health, safety, welfare or property of other Owners, tenants and guests.
- f. Landscaping. Each Land Unit's land area not occupied by a Dwelling, hard-surfacing, vehicular driveways or pedestrian paths, shall be kept planted with grass, trees or shrubs or other ground covering or landscaping. These guidelines will take into consideration the need for providing effective site development to enhance the Land Unit and Condominium, screen undesirable areas or views, establish acceptable relationships between buildings, parking, and adjacent properties, and to control drainage and erosion.
- g. Maintenance of Land Units. Each Land Unit Owner shall at all times keep his premises, buildings, improvements, landscaping and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include, but not be limited to, the seeding, weeding, watering and mowing of all lawns or native grasses, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

The Association shall not be responsible for (i) the maintenance, repair or replacement of any portion of any Dwelling or other improvement on any Land Unit; or (ii) the maintenance, repair or replacement of any sewer lines, water lines or other utility lines servicing any one Land Unit or which are maintained, repaired, and replaced by a municipality, public authority, special district or utility company.

- h. Enforcement of Maintenance Obligations. In the event a Land Unit Owner fails to maintain the premises, buildings, improvements, landscaping and

appurtenances in a safe, clean, neat and sanitary condition pursuant to all provisions of this Declaration, the Board of Directors, or its agent, during normal business hours, shall have the right (after ten (10) days' notice to the Owner or any resident of any Land Unit involved setting forth the maintenance action to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner or resident) to do any and all maintenance work reasonably necessary in the opinion of the Board of Directors, to keep such Land Unit, whether unimproved, improved or vacant, in neat and good order. The costs and expense of any action taken by the Board of Directors pursuant to this section shall be paid to the Association upon demand and if not paid within thirty (30) days thereof, then such costs and expense shall become a lien upon the Land Unit affected. The Board of Directors, or its agent, shall further have the right (upon like notice and conditions) to cause to have trimmed or pruned, at the expense of the Owner or resident, any hedge, tree or any other planting that, in the opinion of the Board of Directors, by reasons of its location on the Lot, or the height to or the manner in which it is permitted to grow, is detrimental to the adjoining Land Unit or Common Areas of the Condominium or contrary to the rules and regulations of the Association. The lien provided under this Section shall have the same priority and shall be enforced in the same manner as a lien for a Special Assessment.

- i. Maintenance During Construction. During construction it shall be the responsibility of each Land Unit Owner to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash or yard waste, and no accumulation of storage of litter or trash of any kind shall be permitted on any Land Unit at any time.
- j. Miscellaneous. Without the prior written approval of the Board of Directors:
 - i. no water pipe, gas pipe, sewer pipe, or drainage pipe, or industrial process pipe, except hoses, movable piping, and/or backflow preventers used for irrigation purposes, shall be installed or maintained on any Lot above the surface of the ground;
 - ii. no Land Unit shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
 - iii. no facility, including, but not limited to, poles, wires and conduits for transmission of electricity, telephone messages and the like shall be placed and maintained above the surface of the ground on any Land Unit;

- iv. no Land Unit or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources, which would tend to conflict with the surface development in accordance with Federal, State or local laws or regulations.

- k. Insurance. All Land Unit Owners shall maintain insurance coverage on their Land Unit and any Dwelling constructed thereon, including full replacement coverage of all structures under appropriate fire, wind, hail and all risks policies, as well as general liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, with all such policies naming the Association as an additional insured thereunder. Land Unit Owners shall deliver appropriate certificates of insurance to the Association upon request of the Board of Directors.

Except as amended hereby, the Declaration shall remain in full force and effect.

Trustee and Beneficiary join in the execution of this Fourth Amendment and Supplemental Declaration to consent to the terms of the same.

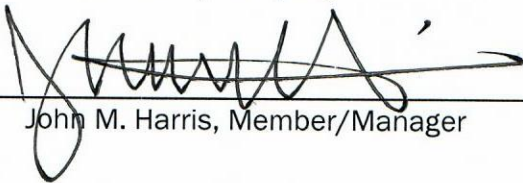
IN WITNESS WHEREOF, the Declarant has caused this Fourth Amendment and Supplemental Declaration to be duly executed as of the day and year first set forth above.

[SIGNATURE AND NOTARY ACKNOWLEDGMENT]
[APPEAR ON FOLLOWING PAGE]

[Signature Page - Fourth Amendment - John Harris]

DECLARANT:

RODANTHE SUNSET RESORT, LLC, a North Carolina limited liability company

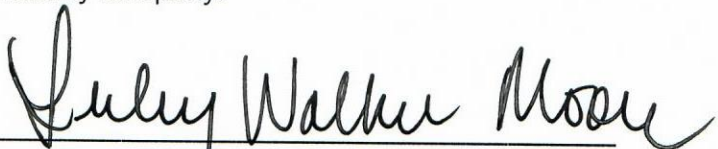
By:  (SEAL)
John M. Harris, Member/Manager

STATE OF North Carolina

COUNTY OF Dare

I, certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John M. Harris, Member/Manager of Rodanthe Sunset Resort, LLC, a North Carolina limited liability company.

Date: 11/10, 2022



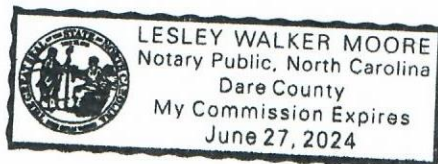
Signature of Notary Public

Lesley Walker Moore


Notary Printed Name

My Commission Expires: 6/27/2024

(Official Seal)



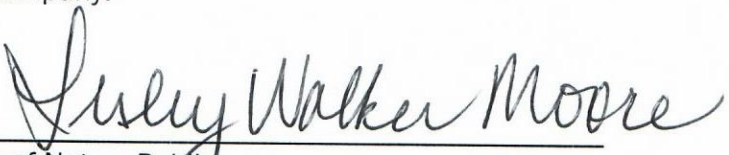
[Signature Page – Fourth Amendment – Jeff Fabrikant]

By:  (SEAL)
Jeffrey Fabrikant, Member

STATE OF North Carolina
COUNTY OF DARE

I, certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jeffrey Fabrikant Member of Rodanthe Sunset Resort, LLC, a North Carolina limited liability company.

Date: 11/9, 2022


Signature of Notary Public

Lesley Walker Moore
Notary Printed Name

My Commission Expires: 6/27/2024

(Official Seal)

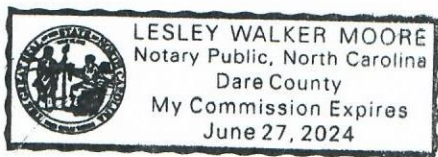


EXHIBIT "E"

Revised Schedule of Unit Information

Rodanthe Sunset Retreat Condominiums

Building	Unit Number	Square Footage	Percentage of GCE and GCEX	Vote in Association	Residential % Interest of LCE
A	Unit 2A	1,423	15.5%	15.5	16.6%
	Unit 2B	1,437	15.7%	15.7	16.8%
	Unit 2C	1,423	15.5%	15.5	16.6%
	Unit 3A	1,423	15.5%	15.5	16.6%
	Unit 3B	1,437	15.7%	15.7	16.8%
	Unit 3C	1,423	15.5%	15.5	16.6%
-	Land Unit #1	-	3.3%	3.3	
-	Land Unit #2	-	3.3%	3.3	
TOTAL		8,566	100%	100	

In the event that additional Buildings in future Phases are added to the Condominium, percentage ownership of the Common Elements and Limited Common Elements shall be proportionally reduced by the number of additional Units added. Revised ownership percentages and voting rights in the Association shall be as reflected in a revised Schedule of Unit Information recorded with a Supplemental Declaration adding additional Units to the Condominium.