

SEA DUNES HOMEOWNERS ASSOCIATION

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BARBARA M GRAY, REGISTER OF DEEDS DARE CO. NC

Prepared by:

E. Crouse Gray, Jr.

Return to:

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Kill Devil Hills, NC 27948

File Number 6289-001



Amendment to Sea Dunes Declaration of Covenants and Restrictions

THIS AMENDMENT to Sea Dunes *Declaration of Covenants and Restrictions* entered into this, the 4th day of MARCH, 2003, by The Sea Dunes Homeowners' Association, Inc.

WITNESSETH:

WHEREAS, R. Guy Mayo, Jr. caused to be recorded a *Declaration of Covenants and Restrictions* in Deed Book 384, Page 972, creating Sea Dunes, Phase One; and

WHEREAS, such covenants and restrictions were amended and/or additional properties were added by documents recorded in Deed Book 385, Page 775; Deed Book 405, Page 928; and Deed Book 533, Page 129; Dare County Public Registry; and

WHEREAS, by *Amendment to Sea Dunes Declaration of Covenants and Restrictions* as recorded in Deed Book _____, Page _____, the lot owners in Sea Dunes Town Home project amended their declarations to provide that the provisions of Chapter 47F, the North Carolina Planned Unit Community Act, shall apply to the Sea Dunes Town Home project; and

WHEREAS, the lot owners in Sea Dunes Town Home project believe it is in their best interest to amend their declaration to grant certain rights to the Board of Directors of the Sea Dunes Homeowners' Association, Inc., for authorizing and requiring having certain types of repairs done to the buildings which comprise the Sea Dunes Town Home project;



NOW THEREFORE, The Sea Dunes Homeowners' Association, Inc. does hereby make known that the following *Amendments* to the *Declaration of Covenants and Restrictions* of Sea Dunes as recorded in Deed Book 384, Page 972, and as amended in Deed Book 385, Page 775; Deed Book 405, Page 928; and Deed Book 533, Page 129; which such declaration and amendments are hereby modified as follows:

1. Article III, Section 4, Easements - Septic and Drain Field, shall be deleted in its entirety and in its place and stead the following substituted:

Section 4. Easements - Septic and Drain Field.

(a) The Developer reserves unto itself, its successors and assigns and grants and conveys to each lot owner, and said owners, heirs, successors and assigns a septic system and drain field easement for the maintenance, repair, and replacement of the septic tank system and drain field for each dwelling now or subsequently constructed in the Sea Dunes, Phase 1 Development. The septic system easement (including drain field) shall be on, under and beneath the surface area of the land. At the completion of any land disturbing activity necessary to replace or repair a portion of the entire septic system and/or drain field, the disturbed surface of the land shall be restored to essentially the same condition as prior to the land disturbing activity.

The lot owners shall have the duty and obligation to maintain, repair and replace (if necessary) the septic system and drain field which is used by their lot and dwelling. In the event a septic system and drain field are jointly used, the cost of repairing, maintaining and replacing said septic system and drain field shall be shared proportionality and equally among the joint owners.

(b) The Board of Directors of the Association shall have the right, but not the obligation, to replace, maintain, or repair the septic system and/or drain field as is set forth in Article V, Section 11A.

2. A new Article IV, Section 5A shall be added to the declaration which shall read as follows:

Section 5A. Limited Repair Assessment. If the Board of Directors determines to replace, maintain, repair, alter, or improve the buildings on a lot or portions thereof, the Board of Directors shall have the right to pay for such repairs from annual assessments to request a special assessment as set forth in Section 5 above, or shall have the right, but not the obligation, to assess each specific lot where the replacement, maintenance, repair or alteration and improvement has been done for their pro rated share for the



actual cost incurred for such replacement, maintenance, repair or alteration and improvement. Any invoicing to a lot owner for their pro rated share shall be deemed to be an assessment which shall be due upon receipt by the lot owner and if not paid shall be subject to the rights, duties and obligations as contained with this Article IV.

3. Article IV, Section 9 shall be amended by adding a new paragraph to the bottom thereof which shall read as follows:

The obligations contained in this Article IV, Section 9 shall apply irrespective of the provisions contained in Article V, Section 11A.

4. A new Article V, Section 11A shall be added which such provision shall provide as follows:

Section 11A. Repairs by Association. Notwithstanding Section 11 above, the Board of Directors of the Association shall have the right, but not the obligation, to contract for and have altered or repaired or replaced the following portions of any building or portion(s) of such building as the Board of Directors shall deem appropriate. The Board of Directors their employees, agents, contractors and subcontractors shall have the right to go upon any such lot or any portion of such lot to repair, maintain, restore or reconstruct the building or any portion of the building. Any such repair, replacement alteration or improvement to a building on a lot or any portion thereof by the Board of Directors of the Association may be billed by the Board of Directors of the Association and paid for either through the funds of the annual assessments and/or through special assessments for capital improvements or may be billed on a pro rated basis to those specific lot owners on a pro rated basis to those lot owners whose lots are actually affected by the replacement, maintenance, repair, alteration and improvement. The choice of how to pay for any such replacement, maintenance, repair, alteration and improvement shall be solely made by the Board of Directors, subject to the provisions of Article IV.

The areas that the Board of Directors shall have the authority of but not the obligation for replacement, maintenance, repair, alteration and improvement of a building on a lot or a portion thereof shall be for the following:

Roofs, siding, painting, septic systems, decks, and where the cost of the repair does not exceed \$100, lattice repair. For lattice repair, the Board of Directors must give written notice to the homeowner that they intend to perform such lattice repair and request the homeowner to perform such repair and if the homeowner refuses to do so, then, and only under those circumstances, can lattice repair be authorized by the Board of Directors.



IN WITNESS WHEREOF, The Sea Dunes Homeowners' Association, Inc. has caused this instrument to be executed in its corporate name by a duly authorized officer and by the authority of its Board of Directors and membership, the day and year first above written.

CORPORATE SEAL

Sea Dunes Homeowners' Association, Inc.

By James P. Hall (SEAL)
President

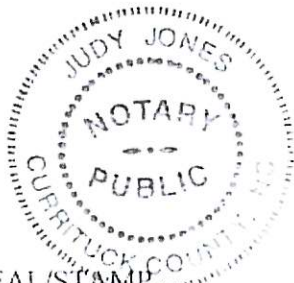
ATTEST:

[Signature]
Secretary

STATE OF NORTH CAROLINA
COUNTY/CITY OF CURRITUCK

I, a Notary Public of the City/County and State aforesaid, certify that JOHN J. CLIFFORD personally came before me this day and acknowledged that he/she is the Secretary of The Sea Dunes Homeowners' Association, Inc. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by a duly authorized officer, sealed with the corporate seal, and attested by the corporate Secretary.

Witness my hand and official stamp or seal, this 4th day of MARCH, 2002.



[Signature]
NOTARY PUBLIC
My Commission Expires: 2/27/2004

SEAL/STAMP

NORTH CAROLINA. Dave COUNTY

The foregoing Certificate(s) of Judy Jones a Notary Public

is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

BARBARA M. GRAY

Register of Deeds

Andrew Y. Tullett
Deputy/Assistant Register of Deeds