

B: 1848 P: 330

11/12/2010 02:49 PM

Doc Code: ADMT

Vanzolla McMurran, Register of Deeds Dare CO, NC

Doc Id: 6284392

Receipt #: 10-14088

6284392 B: 1848 P: 330 Page 1 of 6 11/12/10 2:49 PM

State of North Carolina

County of Dare

Prepared by Casey & Ragaller, PLLC

First Amendment to Declaration of Covenants, Conditions and Restrictions of
Croatan Woods Subdivision

This FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Croatan Woods Subdivision (herein the "Declaration") is made this the 12th day of November, 2010 by Croatan Woods Development, LLC (herein "Declarant").

Whereas, Declarant is assignee of all Development Rights in Croatan Woods Subdivision and the declarant of the Declaration which is filed for record in Book 1669 at page 443 of the Dare County Public Registry; and

Whereas, Article 19 of the Declaration provides that the Declaration may be amended from time to time; and

Whereas, Declarant is desirous of amending the Declaration pursuant to the terms contained herein.

NOW, THEREFORE, with the consent of all Owners of Lots in Croatan Woods Subdivision, as evidenced by their joinder herein, the Declaration is hereby amended as follows:

Paragraphs A, B and C of Article 7 ("Annual General Assessment") are hereby stricken in their entirety and replaced with the following:

- A. Each owner of any Lot is deemed to covenant and agrees to pay to the Association annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest costs and reasonable attorneys' fees, shall be a charge and a lien on the land and, subject to the provisions of Paragraph F of this Article, shall be a continuing lien upon the property against when each such



assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of obligation for delinquent assessments and shall not pass to a successor in title to a Lot unless expressly-assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

B. DELETED.

C. Until June 1st of the year immediately following the conveyance of the first Lot to an Owner, the Maximum annual general assessment shall be SEVEN HUNDRED AND FIFTY (\$750.00) DOLLARS per Lot.

1. From and after June 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased each year by an amount not more than ten percent (10%) above the assessment for the previous year without a vote of the membership.
2. From and after June 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the proposed increase is approved by a vote of two-thirds (2/3rds) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.
3. The Board of Directors may fix the annual general assessment at an amount not in excess of the maximum.
4. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.

Paragraph C of Article 13 ("Architectural Standards Committee") is hereby stricken in its entirety and replaced with the following:

C. A Member contemplating the improvement of his Lot in any manner shall submit an application to Standards Committee, or Declarant during the Declarant Control Period, which



application shall fully comply with the Guidelines as promulgated by the Architectural Standards Committee from time to time.

Paragraph B of Article 14 (“Use Restrictions”) is hereby stricken in its entirety and replaced with the following:

B. Residential Use Only. No structure shall be erected, altered or permitted to remain on any Lot other than one detached single family dwelling and accessory structures approved by the Standards Committee. No lot shall be used for any business activity or any trade or commercial purpose, or for any purpose other than residential use, except for (i) such home office use as may be permitted under the zoning applicable to the property; and (ii) those activities normal and incident to the initial construction of Dwelling Units and sale of Lots. No trade materials or inventories may be stored upon a Lot. No trade materials or inventories may be stored upon a lot. No Lot or building on such lot shall be leased or rented for a term of less than one year. In addition no unit of ownership or ownership interest may be subdivided to allow “time sharing” or other “interval ownership”. There shall be no restriction against above-ground swimming pools.

The following paragraph shall be added as a new paragraph contained in **Article 14 (“Use Restrictions”)**:

Y. ATVs and Dirt Bikes Prohibited. The use of ATVs (all terrain vehicles or other small, open motor vehicles) and dirt bikes or other off-road motor bikes, and go-karts is prohibited on any Lot and on any Common Area within Croatan Woods Subdivision. This provision shall not prohibit the use of gas or battery powered golf carts, as that term is generally defined, within the Croatan Woods Subdivision. By acquiring a Lot in Croatan Woods Subdivision, any Owner of a Lot, his tenants, agents, guests, invitees or family members, acknowledge that the operation of any vehicle within Croatan Woods Subdivision is strictly at the operator’s own risk and neither Declarant nor the Association shall have any liability for such operation.



IN WITNESS HEREOF, the Parties hereunto have hereunto set their hands and affixed their seals this the day and year above first written.

CROATAN WOODS DEVELOPMENT, LLC

By: *Margaret N. Harvey, Manager*
Margaret N. Harvey, Manager

STATE OF NORTH CAROLINA, DARE COUNTY

I, Michael C. Casey, a Notary Public of the aforesaid State and County, do hereby certify that MARGARET N. HARVEY, MANAGER OF CROATAN WOODS DEVELOPMENT, LLC, personally appeared before me this the 28 day of July, 2010 and, having authority to do so, acknowledged the due execution of the foregoing document on behalf of the Company.

My Commission Expires:

Michael C. Casey

Notary Public

MICHAEL C CASEY
NOTARY PUBLIC
Dare County, North Carolina
My Commission Expires May 31, 2015

Unofficial Copy



Jerry R. Tillett (Seal)
Jerry R. Tillett

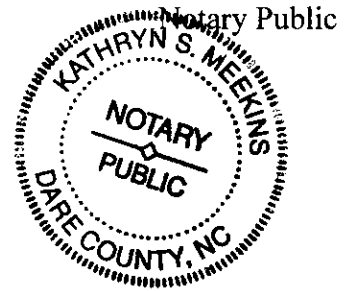
Tanya U. Tillett (Seal)
Tanya U. Tillett

STATE OF NORTH CAROLINA, DARE COUNTY

Kathryn S. Meekins
I, ~~Michael C. Casey~~, a Notary Public of the aforesaid State and County, do hereby certify that Jerry R. Tillett personally appeared before me this the 28th day of ~~July~~ October, 2010 and acknowledged the due execution of the foregoing document.

My Commission Expires: 6/29/2015

Kathryn S. Meekins



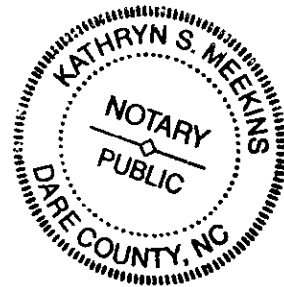
STATE OF NORTH CAROLINA, DARE COUNTY

Kathryn S. Meekins
I, ~~Michael C. Casey~~, a Notary Public of the aforesaid State and County, do hereby certify that Tanya U. Tillett personally appeared before me this the 28th day of ~~July~~ October, 2010 and acknowledged the due execution of the foregoing document.

My Commission Expires: 6/29/2015

Kathryn S. Meekins

Notary Public



Unofficial Copy



Richard D. Wright (Seal)

Richard D. Wright

Karen W. Wright (Seal)

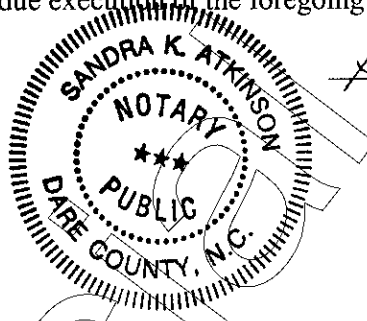
Karen W. Wright

STATE OF NORTH CAROLINA, DARE COUNTY

I, Sandra K. Atkinson, a Notary Public of the aforesaid State and County, do hereby certify that Richard D. Wright personally appeared before me this the 14th day of September, 2010 and acknowledged the due execution of the foregoing document.

My Commission Expires:

7-13-12



Sandra K. Atkinson

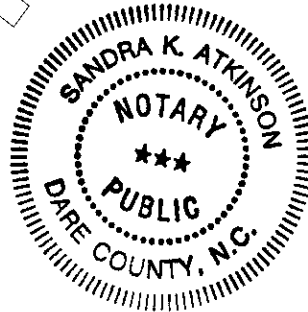
Notary Public

STATE OF NORTH CAROLINA, DARE COUNTY

I, Sandra K. Atkinson, a Notary Public of the aforesaid State and County, do hereby certify that Karen W. Wright personally appeared before me this the 14th day of September, 2010 and acknowledged the due execution of the foregoing document.

My Commission Expires:

7-13-12



Sandra K. Atkinson

Notary Public

