

STATE OF NORTH CAROLINA

COUNTY OF DARE

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS, that this Third Amendment to the Declaration of Covenants, Conditions and Restrictions, is made and entered into on this the 21st day of March, 1998 by Sanderling Property Owners Association, Inc., a North Carolina non-profit corporation, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, the Association is the entity charged with the powers of maintaining and administering the community properties and facilities and with administering and enforcing the covenants, conditions and restrictions of, and collecting and disbursing the assessments and charges created by, the Declaration of Covenants, Conditions and Restrictions dated May 8, 1981 (the Declaration), the Declaration being recorded in Deed Book 310, Page 557, et seq. in the office of the Register of Deeds of Dare County, North Carolina;

AND WHEREAS, pursuant to Article Ten of said Declaration, an amendment may be proposed by the Board of Directors acting upon a vote of the majority of the Directors and submitted to the members of the Association at a special meeting;

AND WHEREAS, a special meeting of the members of the Association (being the owners of lots constituting the properties), was held, after due notice as required, on the 21st day of February, 1998; and at such meeting more than sixty-six percent (66%) of the members, being present in person or by proxy, voted to approve the amendment to the Declaration hereinafter set forth.

NOW, THEREFORE, in accordance with the provisions of Article Ten of the Declaration, the Association does hereby amend the Declaration as follows:

ARTICLE FOUR, Architectural Control and Restrictions on Use and Rights of the Association and Owners, Section 2, Restriction on Use and Rights of the Association and Owners, Subparagraph (s), signage is hereby amended to read as follows:

(s) Signage. No sign of any kind shall be displayed to the public view on any Lot or Dwelling Unit except one (1) sign advertising any Lot or Dwelling Unit for sale or rent. The dimensions of a "for sale" sign shall be no larger than 6 inches by 24 inches. The dimensions of a "for rent" sign shall be no larger than 10 inches by 10 inches. All other signs on any Lots must be approved in writing by the Committee. The sign shall be placed on the house at or near the underhouse parking area/garage. If on a lot or when the house is not visible from the street, the sign may be mounted on a small post near the street next to the driveway.

Document #
0000050

FILED
DARE COUNTY NC
03/19/98 1:28 PM
BARBARA M. GRAY
Register of Deeds

Book Page
1168 0445

The undersigned officers of the Association do hereby certify that the Amendment to the Declaration set forth above has been duly adopted by the requisite percentages of members as required in Article Ten of the Declaration.

IN WITNESS WHEREOF, the Association has caused this third Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, in accordance with Article Ten of the Declaration.



Sanderling Property Owners Association, Inc.

By Leage L.B. Hinner
President

ATTEST:

Kathleen M. Gelles
Secretary

STATE OF Maryland
City
COUNTY OF Baltimore

Book Page
1168 0447

I, JOEY D Hamlin, a Notary Public of the County and State aforesaid, certify that Katherine Gillis personally came before me this day and acknowledged that he/she is Secretary of Sanderling Property Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself/herself as its Secretary. Witness my hand and official stamp or seal, this 9th day of March, 1998.

Joey D Hamlin
Notary Public

My Commission Expires:

JOEY D. HAMLIN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires: 01-01-01

SEAL-STAMP

NORTH CAROLINA, DARE COUNTY

The foregoing Certificate(s) of Joey D. Hamlin a Notary
Public of Baltimore City MD
is/are 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

BY Vanzella M. Walcott
ASSISTANT REGISTER OF DEEDS

STATE OF NORTH CAROLINA

COUNTY OF DARE

FILED

'93 NOV 30 PM 3 48

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

DORRIS A. FRY

KNOW ALL MEN BY THESE PRESENTS, that this Second Amendment to the Declaration of Covenants, Conditions and Restrictions, was made and entered into on this the 29 day of November, 1993 by Sanderling Property Owners Association, Inc., a North Carolina non-profit corporation, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, the Association is the entity charged with the powers of maintaining and administering the community properties and facilities and with administering and enforcing the covenants, conditions and restrictions of, and collecting and disbursing the assessments and charges created by, the Declaration of Covenants, Conditions and Restrictions dated May 8, 1981 (the "Declaration"), the Declaration being recorded in Deed Book 310, Page 557, et seq. in the office of the Register of Deeds of Dare County, North Carolina;

AND WHEREAS, pursuant to Article Ten of said Declaration, an amendment may be proposed by the Board of Directors acting upon a vote of the majority of the Directors and submitted to the members of the Association at a special meeting;

AND WHEREAS, a special meeting of the members of the Association (being the owners of lots constituting the properties), was held, after due notice as required, on the 29 day of November, 1993; and at such meeting more than sixty-six percent (66%) of the members, being present in person or by proxy, voted to approve the amendments to the Declaration hereinafter set forth.

NOW, THEREFORE, in accordance with the provisions of Article Ten of the Declaration, the Association does hereby amend the Declaration as follows:

I.

ARTICLE SEVEN, Covenant for Payment of Assessments, Section 2, Purpose of Assessments is hereby amended by adding subparagraphs (f) and (g) as follows:

Section 2. Purpose of Assessments

- (f) Ocean front primary dune restoration; and
- (g) A reserve fund for the purpose of ocean front primary dune restoration.

II.

ARTICLE SEVEN, Covenant for Payment of Assessments, Section 3, Assessment of Uniform Rates with Different Categories or Forms of Ownership is hereby amended to read as follows:

Section 3. Assessment of Uniform Rates with Different Categories or Forms of Ownership

Both annual and special assessments shall be fixed at uniform rates for every Lot or Dwelling Unit within the form of ownership applicable to such Lot or Dwelling Unit. Assessments may differ between lots and dwelling units but shall be uniform within each category, i.e. Lots and dwelling units. There will be no difference between assessments as to Lots, except to the extent Limited Common Properties are located on a Lot or Lots, and except for the degree of benefit the Lots receive from an ocean front primary dune restoration project. In addition, the Owner(s) of some Dwelling Units may be subject to an assessment for the maintenance, improvement and replacement of Limited Common Properties located on or adjacent to the Lot on which such Dwelling Unit is located.

Assessments shall be determined by the cost to the Association, experienced or reasonably anticipated, of carrying out the purposes and functions set forth in Section 2 above.

III.

ARTICLE SEVEN, Covenant for Payment of Assessments, is hereby amended by adding a new Section 6.1 entitled Assessments for Ocean Front Primary Dune Restoration to read as follows:

Section 6.1. Assessments for Ocean Front Primary Dune Restoration

In addition to the minimum and maximum regular annual assessments, as set forth in Section 4 of this Article Seven, the Board of Directors, subject to the approval of the membership as to the maximum ceiling amount, may levy an annual assessment for the funding of a reserve fund solely for the purpose of primary ocean front dune restoration, subject, however, to the following provisions:

- (a) The maximum amount, or ceiling, of the reserve fund must be approved by the membership by a majority vote of a quorum, in person or by proxy, at a regular or special meeting of the membership; and
- (b) The Board of Directors of the Association is authorized to establish the "degree of benefit" of each lot in the development and to allocate the assessment for the reserve fund to the lot owners based upon the "degree

of benefit" of each lot from an ocean front primary dune restoration project. The decision of the Board of Directors of the "degree of benefit" shall be final and binding upon all members; and

- (c) Upon the determination of the Board of Directors, in its sole discretion, to undertake an ocean front primary dune restoration project, the Board shall determine what portion of the cost of the project shall be paid from the reserve fund and what portion shall be paid by a special assessment allocated to the lots benefitted by the project in accordance with the "degree of benefit" as the Board of Directors, in its sole discretion, shall determine.

IV.

ARTICLE SEVEN, Covenant for Payment of Assessments, is hereby amended by adding a new Section 7.1, Special Assessment for Emergency or Disaster Reconstruction to read as follows:

Section 7.1. Special Assessment for Emergency or Disaster Reconstruction

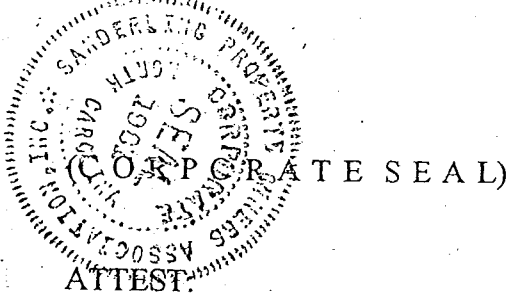
In addition to the regular annual assessments authorized by Section 4 hereof, and the ocean front primary dune restoration fund assessment as authorized by Section 6.1 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any restoration, reconstruction or damage caused by a disaster which results in significant damage to the properties, which endangers the health and safety of occupants of the properties, or the physical integrity of the properties, but not necessarily the common properties or the limited common properties alone. Any event for which this special assessment provision shall be triggered must be sufficiently significant that more than one lot is severely affected and the result would be a significant deterioration in the values of two or more lots. The amount of the special assessment and the lots to which the special assessment applies, shall be determined in the sole discretion of the Board of Directors, provided, however, that the Board must have the consent of at least two-thirds of the owners of the lots affected. The Board of Directors, in its sole discretion, shall determine the "degree of benefit" and allocate the special assessment to the lots affected, according to the benefit received by each lot. The determination of the lots affected shall be by the Board in its sole discretion. The consent of the owners of the lots affected shall be either at a special meeting called for that purpose, or by the written consent of the lots owners, without a meeting, with each lot affected having one vote.

Provided further, that the project for which the special assessment shall be made, must be approved by the Board of Directors of the Association prior to the assessment being made. To the extent that the special assessment is for the

purpose of providing partial funding to a ocean front primary dune restoration project, the Board of Directors, in its sole discretion, and based upon the benefit to the lots involved, may allocate funds from the ocean front primary dune restoration fund, to the project with the balance to be collected by special assessment based upon the benefit to the lots affected.

The undersigned officers of the Association do hereby certify that the Amendment to the Declaration set forth above has been duly adopted by the requisite percentages of members and lenders, as required in Article Ten of the Declaration.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, in accordance with Article Ten of the Declaration.



Kathy Miller
Secretary

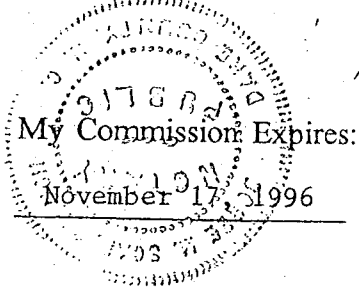
Sanderling Property Owners Association, Inc.

By:

TLPO
President

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, Doree M. Scarborough, a Notary Public of the County and State aforesaid, certify that Katherine Gillis personally came before me this day and acknowledged that he/she is Secretary of Sanderling Property Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself/herself as its Secretary. Witness my hand and official stamp or seal, this 29th day of November, 1993.



Doree M. Scarborough
Notary Public

SEAL-STAMP

NORTH CAROLINA, DARE COUNTY

The foregoing Certificate(s) of Doree M. Scarborough
a Notary Public of Dare Co. NC
is/are 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.

Doris A. Gray
REGISTER OF DEEDS

By: Norma Jean Webb
ASSISTANT REGISTER OF DEEDS

Return to Dwight H. Wheelless, Manteo, NC
Prepared by Frank M. Bell, Jr.

STATE OF NORTH CAROLINA)
COUNTY OF DARE)

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that this First Amendment to Declaration of Covenants, Conditions and Restrictions, is made and entered into on this 19th day of June, A.D., 1983, by SANDERLING PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation with its principal office in Manteo, North Carolina (hereinafter referred to as the "Association").

W I T N E S S E T H:

WHEREAS, the Association is the entity charged with the powers of maintaining and administering the Community Properties and facilities and with administering and enforcing the covenants, conditions and restrictions of, and collecting and disbursing the assessments and charges created by, the Declaration of Covenants, Conditions and Restrictions dated May 8, 1981 (the "Declaration"), the Declaration being recorded in Book 310 at Page 557, et seq. in the Office of the Register of Deeds of Dare County, North Carolina;

WHEREAS, a Special Meeting of the Members of the Association (being the Owners of Lots constituting the Properties) was held, after due notice, on June 17, 1983; and at such meeting more than two-thirds of the Members, being present in person or by proxy, consented to the amendments to the Declaration hereinafter set forth.

NOW, THEREFORE, in accordance with the provisions of Article Ten of the Declaration, the Association does hereby amend the Declaration as follows:

A new Article Four (u) is hereby adopted and incorporated into the Declaration to the same extent and as if set forth in the original Declaration as follows:

Subdivision of Property; Time Sharing, Interval

Ownership. No unit of ownership or ownership interest may be subdivided to permit "Time Sharing" or other "devices" to effect interval ownership unless approved by the Association subject to conditions which may be imposed by the Association.

For purposes of this section "Time Sharing" or other "devices" to effect interval ownership shall include but not be limited to ownership arrangements, including uses of corporations, trusts, partnerships or tenancies in common, in which four or more persons not members of a single household have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same Dwelling Unit and such owners have a formal or informal right-to-use or similar agreement.

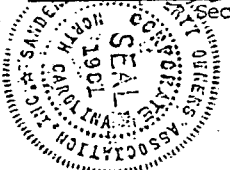
The undersigned officers of the Association do hereby certify that the Amendment to the Declaration set forth above has been duly adopted by the requisite percentages of Members and Lenders, as required in Article Ten of the Declaration.

IN WITNESS WHEREOF, the Association has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, in accordance with Article Ten of the Declaration.

SANDERLING PROPERTY OWNERS ASSOCIATION, INC.

By: William E. Hollan, Jr.
William E. Hollan, Jr., President

ATTEST: [Signature]
Secretary



NORTH CAROLINA)
)
 FORSYTH COUNTY)

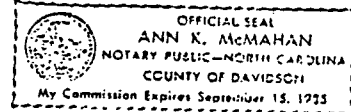
This 19th day of June, 1983, personally came before me, Ann K. McMahan, a Notary Public, W. B. Cash, who being by me duly sworn, says that he knows the corporate seal of SANDERLING PROPERTY OWNERS ASSOCIATION, INC., and is acquainted with William E. Hellen, Jr., who is the President of said corporation, and that he, the said W. B. Cash, is the Secretary of the said corporation, and saw the said President sign the foregoing instrument and saw the said corporate seal of said corporation affixed to said instrument by said President and that he, the said Secretary, signed his name in attestation of the execution of said instrument in the presence of said President said corporation.

WITNESS my hand and notarial seal or stamp, this the 19th day of June, 1983.

Ann K. McMahan
 NOTARY PUBLIC

My commission expires:

September 15, 1985



NORTH CAROLINA
 DARE COUNTY

The foregoing certificate of Ann R. McMahan, a Notary Public of Davidson County, North Carolina, 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.

Ann K. McMahan
 REGISTER OF DEEDS

BY: _____
 ASSISTANT REGISTER OF DEEDS

RECORDED: Aug 2, 1983