

Brunswick County--Register of Deeds
Robert J. Robinson
Inst #70860 Book 1446Page 489
03/28/2001 01:36:43pm Rec# 68804

Prepared by Sandra L. Darby, Esq.

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STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

BY:.....

FIRST AMENDMENT

to

**THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FLORA'S BLUFF/KILLEGRAY RIDGE**

THIS INSTRUMENT is made and dated for purposes of reference only this 17 th day of February, 2001 and is made by the Floras Bluff/Killegray Ridge Homeowners Association, a North Carolina non-profit corporation upon approval of its membership as more fully set out hereinafter.

WITNESSETH

WHEREAS, The Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Flora's Bluff/Killegray Ridge (hereinafter "Joint Declaration") is recorded in Book 1177, Page 391 in the Office of the Register of Deeds of Brunswick County, North Carolina.

WHEREAS, Article XI of the Declaration provides that the Joint Declaration may be amended at any time by a vote of the Owners of a majority of the Platted Lots subject to the Joint Declaration

WHEREAS, the Owners of a majority of Platted Lots have voted in favor of amending the Joint Declaration as the amendments are set out herein.

WHEREAS, Owners of more than seventy five per cent (75%)of the Platted Lots subject to the Joint Declaration have signified through separate execution, acceptance and approval of the amendments set out herein.

NOW, THEREFORE, it is hereby declared and stated that The Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Flora's Bluff/Killegray Ridge recorded in Book 1177, Page 391 in the Office of the Register of Deeds of Brunswick County, North Carolina is hereby amended in the following particulars:

RET Liz - S Darby
TOTAL 14 REV _____ TC# 38
REC# _____ CK AMT 14 CK# 0215
CASH _____ REF _____ BY [Signature]

1. Article I, Section 26 is hereby deleted in its entirety and replaced by the following:

Section 26. Routine Maintenance. Routine Maintenance shall mean maintenance which is reasonably anticipated to be required to maintain any improvements on any common area, but specifically excluding Limited Common Areas, in a good structurally sound and attractive condition, and which maintenance would normally be anticipated to be required by the Association periodically. Routine Maintenance does not include maintenance occasioned by negligence of any Person or by unusual events or conditions, such as storm events (weather, wind, flood, earthquake, tornado or other), nor does Routine Maintenance include repairs occasioned by fire or other insurable catastrophes.

2. Article VI, Section 1, (a) (i) 26 is hereby amended to read as follows:

- i) Operation, maintenance, repair, replacement and improvement of the Common Areas, specifically excluding Limited Common Areas, to the extent that the Association is obligated or allowed to do so in accordance with this Joint Declaration.

3. Article VI, Section 3, (b) (i) is hereby deleted in its entirety and replaced by the following:

- (i) Regular Assessment. The amount of Regular Assessment to be contributed by the Owner of each Platted Lot shall be determined by dividing the total budget of the Association by the number of Platted Lots within the Property.

4. Article VI, Section 3, (d) is hereby deleted in its entirety and replaced by the following:

d) Reserves. The Association is specifically authorized annually to include in its budget reserves for future maintenance and repairs of the Common Areas, exclusive of the Limited Common Areas. The Board of Directors is not required, however, to collect annually, based either on current dollars or future dollar projections, straight line reserves for repair or maintenance of assets reasonably anticipated to require repair or replacement on a cycle of five years or longer. It is expressly authorized that the Association shall have authorization to enact a Special Assessment for some portion of the cost of such repair or maintenance items not previously allocated to a maintenance reserve. No member approval of such Special Assessment shall be required.

5. Article VIII, Section 1, is hereby deleted in its entirety and replaced by the following:

Section 1. Routine Maintenance.

- a) The Association shall perform, except as specifically set out herein, all Routine Maintenance and upkeep to all of the Common Areas, exclusive of the Limited Common Areas, on the Property. This responsibility shall include the following:
 - i) Performance of all necessary and routine landscaping services;
 - ii) Painting and maintenance of all improvements which are Common Areas but not Limited Common Areas;

- iii) Painting, repair and replacement of all fences and walkways which are not Limited Common Areas;
- iv) Placement of any exterior light fixtures, other than light fixtures attached to the Dwelling or to any Limited Common Area and replacement of all light bulbs or electrical system repairs necessary for all exterior lights other than lights attached to a Dwelling or to a Limited Common Area.
- v) Pickup of litter and other debris from the Properties;
- vi) Litter removal from the public beach areas between the Properties and the Atlantic Ocean.

b) The Association shall specifically have no responsibility for the following:

- i) Routine Maintenance of any Dwelling Unit or porch or deck or other appurtenance thereto;
- ii) Routine Maintenance of any Limited Common Area or appurtenance thereto;
- iii) Repair or replacement of any portion of any Dwelling Unit or porch or deck or other appurtenance thereto;
- iv) Repair or replacement of any portion of any GuestHouse, Annex, Crofter or Crofters Cottage, garage, or appurtenance thereto.

The Board of Directors of the Association shall determine the schedule of repair and maintenance for all items, which are the responsibility of the Association.

Performance of all Routine Maintenance to a Dwelling and Limited Common Area is the responsibility of the Owner of the Platted Lots and the beneficial user of the Limited Common Area.

If, in the opinion of the Board of Directors of the Association, any Owner fails to maintain any Dwelling Unit and appurtenances owned by him or fails to maintain any Limited Common Area to which he is the beneficial user in a reasonably neat and orderly manner or fail to keep the improvements in a state of repair so as not to be unsightly, all in the sole opinion of the Association, the Association, in its discretion, by the affirmative vote of a majority of its Board of Directors and following ten (10) days written notice to the Owner, may enter upon and make or cause to be made the necessary repairs or maintenance and collect the amount so expended, plus a service charge of twenty percent (20%) of the cost from the Owner as an Individual Special Assessment.

The costs of reasonable repair and maintenance (including but not limited to painting the Unit or its trim, replacing the roof, or other like issues) of a Dwelling Unit which is a duplex or of a Limited Common Area, the beneficial use of which is shared by the Owners of more than one Platted Lot, shall be shared by the Owners and Beneficial Users in proportion to such use. In the event of any dispute arising over such repairs and maintenance, any affected Owner may request that the Board of Directors arbitrate the matter and any decision of the Board shall be final and binding on the affected Owners. If an Owner fails to comply with the Board's decision, the Board, following ten (10) days written notice to the Owner, may enter upon and make or cause to be made the necessary repairs or maintenance and collect the amount so expended, plus a service charge of twenty percent (20%) of the cost from the Owner as an Individual Special Assessment.

All provisions of The Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Flora's Bluff/Killegray Ridge recorded in Book 1177, Page 391 in the Brunswick County Registry except as specifically modified herein shall remain in full force and effect as though set forth herein in their entirety.

This Amendment shall be effective on the 1st day of March, 2001.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE EXECUTED THIS INSTRUMENT ON THIS 17 DAY OF February, 2001

FLORAS BLUFF/KILLEGRAY RIDGE
HOMEOWNERS ASSOCIATION, INC.

BY: Mary E. Munroe
President

ATTEST: Barbara M. Hunt
Secretary

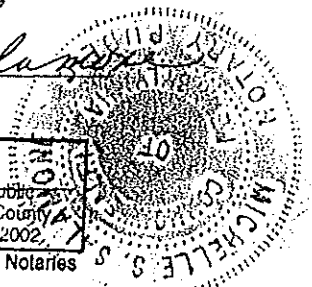
STATE OF NORTH CAROLINA,
BRUNSWICK COUNTY

I, Michelle S. Salamone a Notary Public for said County and State, do hereby certify that Barbara M. Hunt, personally appeared before me this day, and being by me duly sworn, says that s/he is _____ Secretary of Floras Bluff/Killegray Ridge Homeowners Association, a North Carolina non profit corporation and that the Instrument was signed by its President, attested by her/himself as ___ secretary, ~~and sealed with the corporate seal~~

WITNESS my hand and official seal, this the 19th day of March, 2001

Michelle S. Salamone
Notary Public

My commission expires Notarial Seal
Michelle S. Salamone, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires July 20, 2002.
Member, Pennsylvania Association of Notaries



STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of MICHELLE S SALAMONE