

STATE OF NORTH CAROLINA

CARTERET COUNTY

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
HAMMOCK PLACE PHASE II LOTS 23-76 AND 78-93
(BRANDYWINE BAY DEVELOPMENT)

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS (and is hereinafter the “Restated Declaration”) is dated for purposes of reference this 2nd day of September, 2022.

W I T N E S S E T H

WHEREAS, Declarant submitted lots 23-61 inclusive to that Amended Restated Declaration of Covenants and Restrictions of record in Book 804, Page 3, Carteret County Registry; and

WHEREAS, Declarant submitted lots 62-74 and 78-93 to that Amended and Restated Declaration of Covenants and Restrictions of record in Book 857, Page 155, Carteret County Registry; and

WHEREAS, Declarant submitted lots 75 and 76 to that Amended and Restated Declaration of Covenants and Restrictions of record in Book 916, Page 101, Carteret County Registry; and

WHEREAS, Declarant no longer owns any Lots in Hammock Place and the Owners desire to provide a single consolidated set of Covenants and Restrictions for Hammock Place; and

WHEREAS, it is the intent of this Amended and Restated Declaration of Covenants and Restrictions to prevent nuisances, to preserve, protect and enhance the values of the properties and to provide for the maintenance of the properties and community facilities; and

WHEREAS, this Amended and Restated Declaration of Covenants and Restrictions was duly approved by more than 66 2/3% of the Owners of the lots in the property described herein.

NOW, THEREFORE, these Amended and Restated Declaration of Covenants and Restrictions shall, henceforth, from the time of recordation of this instrument govern the use of the property of Hammock Place as depicted in Map Book 28, Page 962, and Map Book 29, Page 199, and Map 29, Page 521, all of the Carteret County Registry.

ARTICLE I

Section I. Description.

The property described in Exhibit "A", attached hereto is hereby designated residential, single family.

Section II. Effective Date.

This Restated Declaration shall become effective upon the recordation hereof.

Section III. Application.

This Amended and Restated Declaration of Covenants and Restrictions is intended to supersede any prior Declaration of Covenants and Restrictions and/or amendment thereto. In the event of conflict between the terms of any prior Declaration and this document, the terms of this document shall prevail.

ARTICLE II

Section I. Definitions.

A. "Allowable Living Unit" shall mean and refer to a permissible but unconstructed Living Unit on a parcel as hereinafter defined. The maximum number of Allowable Living Units per parcel shall be as designated by this Amended and Restated Declaration of Covenants and Restrictions or amendments hereto or by the recorded map of a section.

B. "Master Association" shall mean and refer to Brandywine Owners Association, Inc.

C. "Association" shall mean and refer to Hammock Place H.O.A., Inc.

D. "Building" shall mean any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind. The terms "building" shall be construed as if followed by the words "or parts thereof," including porches, decks, carports, garages, sheds, roof extensions and overhangs and other projections.

E. "Constructed Living Unit" shall mean and refer to a living unit which has been fully constructed and is ready for occupancy. For purposes of this subparagraph, a Living Unit shall be deemed "fully constructed" if a certificate of occupancy has been issued for said Living Unit by the appropriate authority. Twelve (12) months shall be considered adequate time to complete construction of building once construction has begun.

F. "Family" shall mean and refer to one person living alone or two or more persons, whether related to each other by birth or not, and having common housekeeping facilities.

G. "Living Unit" shall mean a single family dwelling.

H. "Lot" shall mean any individual platted Lot as shown on the maps of the subdivision and which is restricted by these Covenants or amendments hereto.

I. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, holding the fee simple title to any Lot, Living Unit, or parcel or combination of Lots, Living Units or parcels situated in the property to which this Restated Declaration applies.

J. "Person" shall include any individual, partnership, corporation, trust or other entity.

K. "Properties" shall mean and refer to all properties which are or shall become subject to this Restated Declaration.

L. "Single-Family Dwelling" shall mean and refer to a building containing one, and only one, Living Unit.

M. "Section" shall mean and refer to each designated portion of the Properties which shall be developed and for which subdivision map or maps shall be recorded.

Section II. Additions to Existing Property.

There shall be no further additions to the existing property described herein.

ARTICLE III

BRANDYWINE OWNERS ASSOCIATION, INC.

Section I. Membership.

Each and every person having any fee ownership in a Lot to which this Restated Declaration or amendments hereto are applicable shall be a member of the Master Association, excluding only persons holding such an interest as security for the performance of an obligation. Further Lessees, regardless of the length of the term of the Lease, shall not be members.

Section II. Voting Rights.

Each member shall have the voting rights set forth in the documentation establishing and governing Brandywine Owners Association, Inc. In addition, all members shall be bound by the By-Laws and the rules and regulations of said Master Association, as in effect from time to time.

Section III. Use of Common Property.

All common property owned by the Master Association shall be available equally for the use and benefit of each member of the Master Association. However, nothing contained herein shall prevent the Master Association from adopting reasonable rules and regulations governing the use of such facilities, including methods of selection for utilizing facilities which may not be able to accommodate all owners.

Section IV. Allowable Assessments.

The owner of every Lot is obligated and bound, whether or not expressly stated in any instrument of conveyable, to pay to the Master Association, for each Lot owned:

- (a) annual charges or dues;
- (b) special assessments; and
- (c) charges for the services or facilities provided by the Master Association.

Provided, however, a Lot, and the house/Living Unit constructed thereon, shall be assessed as a single unit.

All such assessments, charges and dues, together with any interest thereon, shall be a debt of the Owner and charge on the land and shall be a continuing lien upon the property against which such assessments are made. The time for perfecting said liens shall be as established by the Master Association from time to time, but in no event more than 360 days from the due date of the charge or assessment.

The assessments levied by the Master Association shall be used exclusively for the purposes of promoting the recreation, health, safety, and welfare of the residents of the property, and in particular, for the improvement and maintenance of common properties. Included, but not limited to, is the payment of taxes and insurance on common properties, repairs and replacements and additions thereto, the cost of labor, equipment, materials and management and supervision thereof, and particularly, the cost of maintenance of streets, drainage, or other community facilities such as security, as decided by the Association.

Section V. Amount of Assessments.

(a) Annual. The annual assessment shall be the amount established by the Brandywine Owner's Association, Inc., in accordance with the documents governing the same.

(b) Special. A special assessment may, from time to time, be levied by the members present at any regular or special meeting, if two-thirds (2/3) of the total cast are in favor of such assessment, and upon approval thereof, by the Board of Directors, likewise upon a two-thirds (2/3) vote.

(c) Services. Charges for services or facilities shall be assessed by the Board of Directors of the Master Association on a nonprofit basis. Such services/facilities include the boat storage yard on Highway 24.

Section VI. Organization.

The organization of the Master Association and the functioning of it shall be as established in the Articles of Incorporation and the By-Laws of the Master Association.

Section VII. Amendments.

The amendments governing the Brandywine Owner's Association shall be conducted in accordance with the documents governing that Association.

ARTICLE IV

RESIDENTIAL, SINGLE FAMILY USE RESTRICTIONS

These restrictions shall apply to the property that is subject to this Restated Declaration of Covenants and Restrictions.

Section I. Land Use and Building Type.

No Lot shall be used except for residential purposes. No building or structure shall be erected, altered or permitted to remain on any lot other than a detached single-family dwelling including an attached private garage for two (2) cars (garage is mandatory). Before construction, the above-mentioned structures must be approved in accordance with Article V, herein. No outbuildings shall be allowed.

A residence may be leased however, the lease shall be for the period of at least one (1) year. The Lease must cover the entire residence and there shall be no subletting of the property in whole or in part. A copy of the signed lease shall be presented to the Board within 15 days of date of lease. Any Tenant is bound by this Amended and Restated Declaration of Covenants and Restrictions in the same manner as the Owner of the property.

Section II. Dwelling Size.

The enclosed floor heated area of the main structure, exclusive of porches and garages, (whether open or closed) shall not be less than 1,400 square feet.

Section III. Building Location.

No building or structure, as allowed by Section I above, shall be located on any lot nearer to the front, side or rear lot lines than the minimum building setback lines appearing on the Map described in Exhibit "A". For the purpose of this covenant, eaves and steps shall not be

considered a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section IV. Easements.

(a) Drainage easements are reserved and dedicated as shown on the recorded plats.

(b) Declarant has caused to be installed or installed water lines, sewer lines, electric lines, telephone lines and cable lines and facilities over the lots, whether or not the same are as depicted on the recorded plats. The entities providing utility services through those lines or pipes shall have the right to access them for the purposes of inspection, replacement, and maintenance.

Section V. Subdivision or Dividing of Lots.

An owner of two (2) or more adjoining lots may construct a dwelling and/or other structures permitted hereunder upon and across the original dividing line or such adjoining and contiguous lots, all such structures to comply with the minimum building setback lines from the new outside boundary lines of the subject owner's property. However, for assessment purposes, they shall remain two (2) or more lots. No lot, as shown on subdivision plats shall be subdivided.

Section VI. Upkeep of Lot.

It shall be the responsibility of each owner to prevent the unreasonable development of any unclean, unsightly or unkept of buildings or grounds on each Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Specific examples of unclean, unsightly, or unkept buildings or grounds include, but are not limited to, the lingering build-up of construction or landscape debris on the property, home in a protracted state of disrepair, excessive buildup of mold or dirt on the home's exterior, excessive accumulation of pet waste, etc.

Section VII. Animals.

No animals shall be kept on the property except normal house pets. No pets may be kept, bred or maintained for any commercial purposes. All animals shall be on a leash when off the premises of the owner.

Section VIII. Prohibition of Nuisance.

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section IX. Recreational Equipment.

Recreational equipment and vehicles, including but not limited to boats, jet skis, trailers, campers and other similar recreational property may not be parked on any lot to which this Declaration applies for more than five (5) days in any ten (10) day period other than in an enclosed garage, unless otherwise approved by the Architectural Control Committee pursuant to such reasonable rules and guidelines which they may adopt. Notwithstanding the above, no junk, wrecked, inoperative cars or vehicles, including those without current tags or inspections shall be kept on any lot at any time.

Section X. Clotheslines, Antennae, Etc.

No outside clotheslines shall be allowed. Satellite dishes must be placed on the back or side roof of the house or under the eaves of the back or side roof of the house. Present ground placement dishes must be removed or relocated to the roof or eaves when the present occupant ceases to reside in said residence. All occupants, whether renter or Owner, must comply with this Covenant. Dishes may not be larger than 33 inches. No exterior antennae shall be allowed.

Section XI. Outbuildings and Mobile Homes.

No “non-house” or any kind or character, including, but not limited to, trailers, recreational vehicles, tents, shacks, garages, barns and the like shall be used on any Lot as a residence either temporarily or permanently. For purposes of this paragraph the term “trailers” shall include trailers, mobile homes, and what is commonly known as “double-wide” trailers or mobile homes. No modular homes shall be permitted. No detached structures of any kind including, but not limited to, storage buildings, workshop, or doghouse, shall be allowed on any lot.

Section XII. Signs.

No sign or billboard of any kind shall be erected or allowed on any lot other than a "For Sale" or "For Rent" sign not larger than two (2) feet by two (2) feet. The allowed "For Sale" and "For Rent" sign shall be removed upon completion of the sale or rent transaction. This provision should not be deemed to prevent for use by owner or its assigns of advertising signs which shall advertise projects (i.e., home improvement, repair, cleaning, etc.). The advertisement signs shall be removed at the completion of subject project.

Section XIII. Mailboxes/Newspaper Boxes.

Each Lot on which a Constructed Living Unit is located shall have one mailbox/newspaper box that contains both boxes and the cost shall be borne by the individual owners. The mailbox/newspaper box must be approved by the Architectural Control Committee as provided in Article V herein. All mailbox/newspaper box units shall be uniform throughout Hammock Place.

Section XIV. Driveways.

Each lot on which a dwelling unit is constructed shall have a paved driveway. For purposes of this paragraph the term “paved driveway” shall be deemed to mean a driveway of either asphalt or concrete, and shall include parking space, on each Lot itself, for at least two (2) automobiles. Residents of Hammock Place are to utilize their driveway or garage for the parking of vehicles. Parking on the street is permitted if a resident as a worker(s) performing a job (for the duration of the job) or has a guest who is visiting (parking on the street in this instance should not exceed seven (7) days.) Guests and workers are, however, encouraged to park their cars in the driveway whenever possible. There may be times when residents have multiple guests (such as a meeting or party) and visiting cars can only be accommodated by parking in the street. This is permitted on a temporary basis.

Section XV. Fuel Oil Tanks, Generators, Trash Cans. & Grills

All propane or fuel oil tanks shall be buried if larger than 100 gallons. All propane tanks 100 gallons or smaller shall be screened or obscured from view. The option of the owners to fence, plant bushes or screen their small propane tanks or air conditioners, shall be left to their discretion. All trash cans shall be enclosed or screened in such a manner that they will not be visible from off the lot and such that the structure which the trash can is housed blends harmoniously with the dwelling house. Location and screening of trash cans must be approved by the Architectural Control Committee. Trash cans may be placed at the curb the evening before the scheduled pick-up day and should be removed from the curb as soon as possible after they are emptied. Barbecue grills shall be put away or obscured from view, as viewed from the front of the residence, when not in use. Generators, portable and semi-permanent, shall be screened or obscured from view in a similar manner as fuel oil/propane tanks.

Section XVI. General Construction Standards.

It is intended that the entire subdivision have a harmonious look, to the extent that each dwelling be similar in style to each other dwelling. Therefore, the following general standards shall apply:

- (a) All dwellings shall have a front porch.
- (b) All dwellings shall have an enclosed, attached two (2) car garage.
- (c) Exterior colors shall be harmonious as determined by the Architectural Control Committee.
- (d) All utilities shall be underground.
- (e) There shall be no fences on any lots except as approved by the Architectural Control Committee for the purposes of screening fuel tanks or trash cans as provided in Section XIV above.

(f) The Architectural Control Committee shall approve all landscaping on which Constructed Living Units are built. Any changes thereafter to any lots including, but not limited to, additional clearing, planting of trees, shrubs, gardens or any other alterations shall require prior approval by the Architectural Control Committee as provided for in Article V. Any shrub or tree that has died may be removed without the prior approval of the Architectural Control Committee. An exception to this is that plant replacement of previously approved landscaping segments does not require the approval of the Architectural Control Committee.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

There currently exists a standing Architectural Control Committee of the Master Association. However, except as hereinafter described, real property to which this Amended and Restated Declaration applies (whether originally or by amendment hereto) shall not be governed by said Architectural Control Committee, but shall be governed by the Architectural Control Committee created as described below.

Section I. General.

There is hereby created an Architectural Control Committee (Hereinafter, the "Committee") for Hammock Place. Said Committee shall consist of three (3) members. The members of the Committee shall be as appointed by the Association Board of Directors.

No building, fence or wall, sign or other structure shall be commenced, or erected or maintained upon a portion of the properties to which this Amended and Restated Declaration, or amendments hereto apply, nor shall any addition, change, or alteration (including repainting or residing) to any exterior be made until the plans and specifications showing the nature, kind, height, materials, color, and locations of the same shall have first been submitted to and approved in writing by the Committee. Excluded from the original Covenant will be the fence erected and paid for by Golf and Shore, at the rear of Lots 59 to and including Lot 68. This fence was donated to the individual Lot Owners and it is their responsibility to maintain this fence on their property.

Section II. Plans.

It shall not be required that house plans be prepared by a registered architect licensed to practice in the State of North Carolina. All plans presented to the Architectural Control Committee must, however, be of professional quality, must be complete, and must fairly depict the exterior appearance and site plan for the proposed improvements. All plans and specifications must be submitted to the Architectural Control Committee at least ten (10) days prior to application for a building permit. The submissions shall show by plot plans, elevations, and perspective sketches all proposed improvements including locations, architectural features and landscaping. In the event said Committee fails to respond, in writing, on a proper

submission, within thirty (30) days after sufficient plans have been submitted to it, this Article will be deemed to have been fully complied with, and the plans shall be deemed approved.

Section III. Approval.

The Committee will review and shall approve the plans and specifications if the proposed improvements meet all of the requirements of this Amended and Restated Declaration, if in its opinion, the exterior appearance of the property will be visibly compatible and harmonious with other developments in the subdivision. Architectural style and materials must be, in the opinion of the Committee, professionally and aesthetically acceptable, and harmonious with those of other dwellings. Notification of approval or disapproval shall be in writing.

By acceptance of a Deed, purchasers agree that the actions of the Committee are in the best interest of all Owners within the subdivision and that they will abide by the decisions of the Committee. The Committee or other Owners may seek injunctions to compel compliance with Committee decisions, or damages resulting from failure to act in accordance with directions of the Committee.

Section IV. Site Standards.

All Owners agree to leave all vegetation, trees, brooks, creeks, hillsides, springs, water courses, and ravines in as near their natural state as is compatible with good building and land use practices, to the end that an attractive exterior lot appearance will be evident at each building site, and in keeping with surrounding properties. The locations of buildings and parking areas be made such that the overall wooded nature of the subdivision shall be preserved and land left undisturbed. All site plans must show existing elevations and tree covers so that the Architectural Control Committee may determine if this provision has been adequately considered when plans are submitted for approval under Section II herein.

Section V. Appeal.

Any Owner submitting plans, as required by this Amended and Restated Declaration, to the Architectural Control Committee, shall be entitled to appeal to the Board of Directors of the Association any adverse ruling. In order to avail himself of this right of appeal, the aggrieved party must notify the Board of Directors, in writing, requesting a hearing, said notification to be given to the Board of Directors within seven (7) days after his receipt of written notification of the adverse decision. The Association shall schedule the hearing within fourteen (14) days after receipt of said notice, shall give to the aggrieved Owner written notice of the date of said hearing, and shall give the Owner the right to appear and personally state his case. The decision of the Board of Directors of the Association shall be controlling in all such matters, and all Owners hereby agree to be bound by such decision. The Board shall overturn a decision of the Committee only if a finding is made that the decision of the Committee was arbitrary, and without rational basis.

ARTICLE VI

UTILITIES

All users of utilities provided to the neighborhood shall pay the rates established by the provider and abide by the Rules and Regulations established by the provider.

ARTICLE VII

HAMMOCK PLACE H.O.A., INC.

A Non-Profit Corporation called Hammock Place H.O.A., Inc. (hereinafter, the "Association"), which Association shall be governed pursuant to this Article.

Section I. Membership.

Each and every person having any fee ownership in a Lot in Hammock Place shall be a member of the Association, excluding only persons holding such interest as security for performance of an obligation. Lessees, regardless of length of term of lease, shall not be members.

Section II. Voting Rights.

Each Lot in Hammock Place shall be entitled to one vote in all Association affairs, said one vote to be exercised by the Owner/Owners of the Lot as they may determine. However, no fractional votes shall be allowed. All members shall be bound by the terms of the Articles of Incorporation and By-Laws of the Association as same may be amended from time to time.

Section III. Use of Common Property.

All common property owned by the Association shall be available equally for the use and benefit of all members of the Association. However, the Association shall have the right to adopt reasonable rules and regulations governing the use of such Common Areas. The Association shall publish (by written notice mailed to one Owner of each Lot) any such rules or regulations.

Section IV. Assessments.

The Owner of each Lot on which is located a Constructed Living Unit in Hammock Place is obligated to pay to the Association, for each Lot owned by it, the following:

(a) Annual Assessment. The Annual Assessment shall be as established by the Board of Directors of the Association. The Assessment shall be paid monthly or as otherwise established by the Board of Directors in an amount determined by the Board of Directors. The Board of Directors of the Association shall have the right to increase the annual

charges/assessments to up to 110% of the amount of the previous fiscal year. Any increase above that amount shall require approval of not less than 66 2/3% of the vote of membership, voting in person or by proxy, at an annual meeting or at a special meeting called for the purpose.

(b) Special Assessments. Special Assessments for extra-ordinary repairs/restoration of the Common Area or for other unusual expense such as capital improvement. Any Special Assessment shall require the same membership approval as is required in subsection (a) above.

Each Lot on which is located a Constructed Living Unit shall pay the same assessment amount, whether annual or special. The annual assessment amount for each separate Lot shall be determined by the Board of Directors, subject to approval by membership as noted in subparagraph (a), above.

Section V. Use of Assessments.

Assessments made by the Association shall be used for repair, maintenance and upkeep of the Common Areas (see Section VIII, below), yard maintenance for each Lot, for administrative expenses of the Association (including accountant's and/or attorney's fees), for taxes and insurance on the Common Areas, for such other insurance as the Board of Directors may deem advisable, and for the promotion of the recreation, health, safety and welfare of the Owners and residents of Lots in Hammock Place. Yard maintenance shall consist of, but not limited to: pine straw distribution, grass/leaf mowing, edging, debris removal from sidewalks and driveways, and the application of herbicides and fertilizers. "Yard maintenance" is so defined in order to maintain the harmonious look of the subdivision.

Section VI. Obligation for Assessments; Lien for Assessments.

All Assessments, including interest thereon (at the rate of 18% per annum) shall be the joint and several obligation of the Owners of each Lot at the time the Assessment is made. Annual Assessments shall be deemed made on the first day of the fiscal year. The Board of Directors shall determine payment procedures of Annual Assessments, i.e. frequency of payment, date on which payment is due, number of days before interest begins to accrue, etc. Special Assessments shall be deemed made on the date the Special Assessment is approved by the Membership (see Article VII, Section IV, Subsection (b), above). Each assessment shall also be a continuing lien against the Lot for which the assessment is made. Method for collection of assessments and for enforcement of liens by the Association shall be identical to assessment collection and lien enforcement procedures contained in Chapter 47F, North Carolina General Statutes, as same may be amended from time to time. The liens against Lots shall be subordinate to liens of lenders.

Section VII. Organization of Association.

The organization of the Association shall be as detailed in the Articles of Incorporation and the By-Laws.

Section VIII. Common Areas and Facilities.

The Common Areas and Facilities of Hammock Place shall be:

(a) The roads and rights of Way of Hammock Place, namely: Breezy Lane, Carefree Lane, Sleepy Court, Slow Lane, and Lazy Lane, shall be deeded by the Declarant to the Master Association, in which all Owners are required to be members, at such time as said Master Association shall certify to the Hammock Place Homeowners Association that it will assume responsibility for the maintenance of that portion of the rights of way actually utilized as street pavement and related curbing. The maintenance of the areas within the rights of way which are not actually utilized as street pavement and curbing shall be the responsibility of the Hammock Place Homeowners Association.

(b) Any areas designated as a “Common Area” on the plats.

(c) All drainage easements shown on the recorded plats.

(d) The fifty (50) foot Buffer Utility and Drainage Easement along Brandywine Boulevard. It is intended that, to the extent possible, the Buffer remains natural as a vegetative screen between the subdivision and Brandywine Boulevard.

(e) The twenty (20) foot “Buffer”, shown on the plat, at the rear of Lots 35 through 39, together with an easement across Lots 35 through 39 for access for purposes of which maintenance as may be required thereon. The Association, in utilizing such easement, shall interfere as little as possible with the Owner’s use of their Lot. It is intended that, to the extent possible, the “Buffer” remains natural as a vegetative screen between the subdivision and property to the North and East.

(f) The clubhouse and adjoining property.

ARTICLE VIII

DURATION

These Covenants shall run with the land and be binding on all parties and all persons for a period of twenty-five (25) years from the date of recording of these Amended and Restated Declaration of Covenants and Restrictions, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change those Covenants in whole or in part.

ARTICLE IX

AMENDMENT TO DECLARATION

This Amended and Restated Declaration may be amended by vote of 66 2/3 percent of

membership voting in person or by proxy at an annual meeting or a special meeting called for that purpose. The amendment must be signed by the President and Secretary of the Association and recorded in the Carteret County Registry to become effective.

ARTICLE X

ENFORCEMENT

Enforcement of this Amended and Restated Declaration to Covenants and Restrictions shall be by any proceeding in law or equity against any person violating or attempting to violate any provision hereof, whether to restrain a violation or to recover damages, and against the land to enforce any lien created by this Amended and Restated Declaration to Covenants and Restrictions, and failure by the Association or any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any provision of this Amended and Restated Declaration to Covenants and Restrictions by judgment or court order shall in no way affect any other provision, and the same shall remain in full force and effect. The right of enforcement of these Amended and Restated Declaration of Covenants and Restrictions is hereby decreed to be vested in any Owner or the Association (except that enforcement by the Association shall not apply to architectural control matters unless such function shall have been transferred to the Association's Architectural Control Committee per Section I of Article V) acting either singularly or in concert.

ARTICLE XI

INTERPRETATION

This Amended and Restated Declaration of Covenants and Restrictions shall be interpreted in the spirit of reasonableness and fairness, both to the individual Homeowner and the Association and other Owners

ARTICLE XII

COMMENCEMENT OF DUES AND VOTING RIGHTS

Section I.

Liability for dues and assessments hereunder to the Associations shall be as is currently in effect or as lawfully amended in the future.

Section II.

Voting rights and all other rights of memberships shall continue as is currently in effect or as lawfully amended.

ARTICLE XIII

STORMWATER MANAGEMENT

In accordance with Declarant's development permits, the following stormwater management restrictions shall apply to all lots subject to this Amended and Restated Declaration of Covenants and Restrictions:

Section I.

The allowable built-upon area per lot is 3,434 square feet for Lots 23-61 and 4,850 square feet for Lots 62-74 and 78-93, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, but not including wood decking, or the water surface of swimming pools.

Section II.

The Covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality.

Section III.

Filling in, piping or altering any vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is prohibited by any persons.

Section IV.

Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction with the AEC.

Section V.

Filling in, piping or altering any designated curb outlet swale associated with the development is prohibited by any persons.

WHEREAS, the Owners through Hammock Place Homeowners Association have caused this Amended and Restated Declaration of Covenants and Restrictions to be executed by its President and Secretary.

This _____ day of _____, 2022.

TIM HOLT, PRESIDENT

MARGARET CRAWLEY, SECRETARY

STATE OF NORTH CAROLINA
CARTERET COUNTY

Sworn to and signed before me this _____ day of _____, 2022 by Tim Holt, President of Hammock Place Homeowner’s Association.

(Official Seal)

Signature of Notary

Printed Name of Notary

My Commission Expires:

EXHIBIT "A"

State of North Carolina, County of Carteret, Township of Morehead, being all lots 23-61 inclusive, Hammock Place as shown in Map Book 28, Page 962, Map Book 29, Page 199, Carteret County Registry and lots 62-71 and 78-93, inclusive, Hammock Place, Phase II, as shown on that map thereof recorded in Map Book 29, Page 521, Carteret County Registry.

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