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MAIL AFTER RECORDING TO: J. Scott Flowers
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 Fayetteville, NC 28302

THIS INSTRUMENT WAS
 PREPARED BY: J. Scott Flowers

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIRD AMENDMENT TO THE COVENANTS, RESERVATIONS AND RESTRICTIONS OF OCEAN CLUB ESTATES SUBDIVISION

THIS THIRD AMENDMENT TO THE COVENANTS, RESERVATIONS AND RESTRICTIONS OF OCEAN CLUB ESTATES SUBDIVISION, is made and entered into this 28 day of January, 2020, by Sunset Beach Holdings II, LLC, a South Carolina limited liability company, and Jane Dean, LLC, an Alaska limited liability company, (hereinafter referred to collectively, "Declarants").

WITNESSETH

WHEREAS, Declarants executed and caused to be recorded a certain Covenants, Reservations and Restrictions of Ocean Club Estates Subdivision as recorded in Book 3775, Page 861, Brunswick County Registry, North Carolina, as subsequently amended by first amendment recorded in Book 3942, Page 500 and second amendment recorded in Book 4073, Page 1024, aforesaid Registry (as amended, the "Covenants");

WHEREAS, Declarants own lots within Ocean Club Estates Subdivision and, has not relinquished its Declarant Rights in writing, therefore, pursuant to Article XI of the Covenants, Declarants have the authority to amend the Covenants;

WHEREAS, Declarants desire to amend the Covenants to alter certain duties and restrictions therein;

WHEREAS, pursuant to the Covenants, Declarants elect to modify and amend the Covenants as stated below.

NOW, THEREFORE, Declarants hereby amend the Covenants and declare that the property described therein shall be held, sold, conveyed, given, transferred, leased, occupied, and used subject to the Covenants and this Third Amendment as follows:

Article III, paragraph two (2) section c, of the Covenants is hereby deleted and replaced with the following:



- c) In order to insure uniform, attractive and consistent maintenance of bulkheads, the Association shall have the exclusive right and easement to maintain the bulkheads that lie north of Riverside Drive. Such exclusive maintenance easement shall also apply to the strip of land that lies north of Riverside Drive.

Article IV, paragraph four (4), of the Covenants is hereby amended and replaced with the following:

4. Neither the roadways in Ocean Club Estates Subdivision nor any lot or any part of the common area shall be used for recreational ATV or off road motorcycle riding. It is permissible however to ride golf carts or ATV's on the roadways as a means of convenient transportation to and from the common area so long as the same have sufficient mufflers to contain excess noise, and they are operated at low speeds and in a responsible manner. No golf carts, ATV's or bicycles are allowed on the boardwalks.

Article V, paragraph titled "Contractor Responsibilities," of the Covenants is hereby amended and replaced with the following:

Contractor Responsibilities:

- Contractor must have proof of insurance; to include but not limited to automobile, workman's compensation, and liability insurance of no less than one million dollars.
- Contractor may be required to provide references to ACC prior to plan approval.
- Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
- Contractors must have a full container or dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.
- The ACC reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
- Building materials cannot be placed within road rights or way or utility easements.
- Contractor must assume liability for all construction vehicles that enter Ocean Club Estates Subdivision en route to their job site, specifically overweight vehicles that damage road surface and negligence of operators. Concrete truck weight limit is 5 yards per truck.
- Construction vehicles (cars, trucks, deliveries, etc.) are limited to what can be parked on the lot + 1 other vehicle.
- Vehicle parking, staging and/or storage on adjacent lots without the expressed written permission of that Lot owner is prohibited. Contractors may negotiate with an interested Lot owner to use their property for parking or staging; the terms of which are between the Lot owner and Contractor. All other parking as may be needed by the Contractor's forces is to be approved public parking on the island.
- Contractor is responsible for actions of any/all subcontractors.
- Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.
- 2,250 square foot Built-Up-Area (BUA) limit is not exceeded.
- The catch basins inlets are not buried and are in good condition.
- Vegetated filters are kept or restored to the original elevation and condition.

Article V, paragraph titled "Lot Owner Responsibilities," of the Covenants is hereby amended and replaced with the following:

Lot Owner Responsibilities:

- Lot Owners are responsible for making sure the catch basins inlets are not buried and are in good condition.
- Present 2 copies of blue line schematic drawings of home to ACC. Colors used on exterior of home must be included and color samples may be required.
- Present all materials requested on attached Architectural Control Checklist to the Ocean Club Estates Subdivision ACC.

- Have permission of ACC before commencement of construction.
- Lot owner is responsible for agents, employees, contractors, subcontractors and assigns.
- Prior to commencement of any work, and as part of the construction approval process, the owner or the owner's general contractor shall post in favor of the association, a bond of no less than \$5,000.00 to secure repairs or damages to pavement, signage or other common or other property caused by any action of the owner or any agent or contractor.
- If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot (s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from the lot.

Article VI, paragraph one (1), of the Covenants is hereby amended and replaced with the following:

1. The Association shall cause the common elements, including the subdivision roadways, the area north of Riverside Drive, common area bulkheads only, the entrance landscaping, and any other common areas to be maintained, repaired and replaced when necessary, to assess all lot owners equally as necessary, and to recover the costs of such maintenance, repair or replacement as herein provided;

All other terms of the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, this Declarant executes this Third Amendment to the Covenants, Reservations and Restrictions of Ocean Club Estates Subdivision this the 28 day of January, 2020.

[Signatures on following pages]

SUNSET BEACH HOLDINGS II, LLC



By: Francisco Zarate, Manager

STATE OF Virginia


COUNTY OF Virginia Beach

The undersigned, a Notary Public in and for said county and state, does hereby certify that Francisco Zarate personally appeared before me this day and acknowledge the due execution of the foregoing document in his capacity as Manager of Sunset Beach Holdings, II, LLC. I have personal knowledge of the identity of the principal OR I have been provided satisfactory evidence of the identity of the principal by proof of a driver's license.

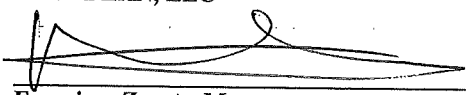
Witness my hand and notarial seal, this the 28 day of January 2020.

(SEAL) Amber Kay Russell
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7787691
My Commission Expires 11/30/2022

Amber Russell
Notary Public printed name


Notary Public signature
My Commission expires: 11/30/2022

JANE DEAN, LLC



By: Francisco Zarate, Manager

STATE OF Virginia

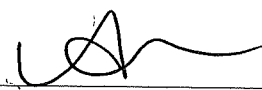
COUNTY OF Virginia Beach

The undersigned, a Notary Public in and for said county and state, does hereby certify that Francisco Zarate personally appeared before me this day and acknowledge the due execution of the foregoing document in his capacity as Manager of Jane Dean, LLC. I have personal knowledge of the identity of the principal OR I have been provided satisfactory evidence of the identity of the principal by proof of a driver's license.

Witness my hand and notarial seal, this the 28 day of January 2020.

(SEAL) Amber Kay Russell
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7787691
My Commission Expires 11/30/2022

Amber Russell
Notary Public printed name


Notary Public signature
My Commission expires: 11/30/2022