

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE HAMMOCKS (UNITS 30 and 32)

THIS Fourth Amendment to Declaration of Condominium of The Hammocks, dated for purposes of reference only this 8th day of June, 1999, is made by The Hammocks, LLC, a North Carolina limited liability company ("Developer"), with its principal place of business being located in Brunswick County, Village of Bald Head Island, North Carolina, pursuant to the North Carolina Condominium Act, Chapter 47C, of the General Statutes of North Carolina:

WITNESSETH

WHEREAS Developer has, by Declaration of Condominium of The Hammocks, recorded in Deed Book 1240, Pages 0983 through 1039, Brunswick County Registry ("Declaration") subjected certain properties described therein to the provisions of the North Carolina Condominium Act; and

WHEREAS Developer has, by First Amendment to Declaration of Condominium of The Hammocks, recorded in Deed Book 1261, Pages 1148 through 1154; by Second Amendment to Declaration of Condominium of The Hammocks, recorded in Deed Book 1263, Pages 755 through 761; and by Third Amendment to Declaration of Condominium of The Hammocks, Recorded in Deed Book 1286, Pages 919 through 926, Brunswick County Registry, annexed certain additional properties described therein to the provisions of the North Carolina Condominium Act; and

WHEREAS the Declaration, Article XV, allows annexation of other property as a part of The Hammocks; and

WHEREAS Developer desires to amend the Declaration to annex the property hereinafter described to the terms, provisions and conditions of the Declaration:

I. Annexation

Developer hereby submits that real property described on Exhibit A attached hereto to the North Carolina Condominium Act. Said property shall hereinafter be referred to as "Phase Four and Phase Five Property".

II. Division of Property into Separately Owned Units

Developer, pursuant to the Act, and to establish a plan of condominium ownership for the Phase Four and Phase Five Property, does hereby divide the Phase Four Property into one

1
Jude Ward
TOTAL 22.00 REV. TC#
REC# 04 CK AMT 992.00 CK# 1179
DAS# BY CW

(1) residential Unit and does hereby designate such Unit for separate ownership as Unit 30, subject, however, to the provisions of this Declaration and the By-Laws of the Association, and Developer does further hereby divide the Phase Five Property into one (1) residential Unit and does hereby designate such Unit for separate ownership as Unit 32, subject, however, to the provisions of this Declaration and the By-Laws of the Association.

III. **Undivided Interests in the Common Elements**

The undivided interests in the Common Elements assigned to each Unit are set out in Exhibit B attached hereto. Exhibit B further sets out the undivided interests in all Units previously submitted to the Declaration.

IV. **Unit Designation**

As described in Paragraph 3.2 of the Declaration, Unit 30 is hereby designated an R-2, and Unit 32 is hereby designated a T-3. The structures denoted on the Floor Plans as G-30 and G-32 are garages. Garage G-30 is appurtenant to Unit 30, and garage denoted G-32 is appurtenant to Unit 32.

V. **Encumbrances**

Liens, encumbrances and defects on the Property to which the rights of Unit Owners and Occupants are hereby made subject are set out in Exhibit F to the Declaration.

VI. **Description**

The Units submitted by this Fourth Amendment to Declaration to the Act are single-family, detached homes, and the designation of the Units so submitted, as shown on Floor Plans, are Units 30 and 32. The Floor Plans of Units 30 and 32 are attached hereto as Exhibit C. Garages, which are a part of each Unit, are designated on the Floor Plans by the Unit number and the letter "G", so that G-30 is the garage which is a part of the Condominium Unit 30, and G-32 is the garage which is part of the Condominium Unit 32. Exhibit C further includes as built surveys of Phase Four and Phase Five, showing the locations of Unit 30 and Unit 32 thereon.

VII. **Incorporation by Reference**

Except as specifically altered by this Fourth Amendment, all the terms, provisions and conditions of the Declaration, as amended, are specifically incorporated herein by reference, and the Units situate on the Phase Four and Phase Five Property are expressly made subject to said provisions.

IN WITNESS whereof, this Amended Declaration has been executed by the duly authorized Manager of Declarant, under seal, in accordance with rights reserved to Declarant in accordance with Article XV of the Declaration.

THE HAMMOCKS, LLC

(SEAL)

By: [Signature] (SEAL)
Manager

Inst # 15764 Book 1310 Page: 1041

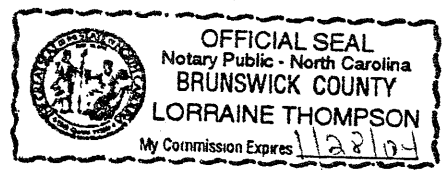
STATE OF NORTH CAROLINA
BRUNSWICK COUNTY ss:

I, Lorraine Thompson, a Notary Public for said County and State, do hereby certify that Kenneth M. Kirkman, Manager for The Hammocks, LLC personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the said The Hammocks, LLC.

WITNESS my hand and official seal, this the 8th day of June, 1999.

[Signature]
Notary Public

My commission expires: _____



STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of LORRINE THOMPSON

Notary(ies) Public is (are) Certified to be Correct.

This Instrument was filed for Registration on this 17th Day of June, 1999
in the Book and Page shown on the First Page hereof.

[Signature]
ROBERT J. ROBINSON, Register of Deeds

EXHIBIT A

Real Property Description

DESCRIPTION OF PHASE FOUR, THE HAMMOCKS, BALD HEAD ISLAND, BRUNSWICK COUNTY, NORTH CAROLINA:

BEGINNING AT THE NORTHWESTERN CORNER OF PHASE THREE, THE HAMMOCKS, (CONDOMINIUM BOOK 7, PAGE 396), N.C. GRID COORDINATES: N = 42,349.437 AND E = 2,303,405.155; THENCE ALONG A NEW LINE, ONE COURSE:

(1) N 24-05-06 E 85.75 FEET TO A RE-BAR IN THE SOUTHERN LINE OF PHASE FIVE, THE HAMMOCKS; THENCE ALONG THE SOUTHERN AND EASTERN LINE OF PHASE FIVE THE HAMMOCKS, TWO COURSES:

(1) S 49-11-51 E 139.40 FEET TO A RE-BAR;

(2) N 51-05-53 E 93.25 FEET TO A RE-BAR IN THE EASTERN LINE OF THE DUKE OF ALBEMARLE TRACT, (MAP CABINET J, PAGE 181); THENCE ALONG THE EASTERN LINE OF THE DUKE OF ALBEMARLE TRACT, ONE COURSE:

(1) S 25-22-38 E 49.26 FEET TO A RE-BAR IN THE NORTHERN LINE OF PHASE ONE, THE HAMMOCKS, (CONDOMINIUM BOOK 7, PAGE 345); THENCE ALONG THE NORTHERN LINE OF PHASE ONE, THE HAMMOCKS, ONE COURSE:

(1) S 56-50-48 W 69.19 FEET TO A RE-BAR IN THE EASTERN LINE OF PHASE THREE, THE HAMMOCKS, (CONDOMINIUM BOOK 7, PAGE 396); THENCE ALONG THE EASTERN AND NORTHERN LINES OF PHASE THREE, THE HAMMOCKS, THREE COURSES:

(1) N 33-19-15 W 27.07 FEET TO A RE-BAR;

(2) S 56-40-45 W 41.65 FEET TO A RE-BAR;

(3) N 73-46-16 W 131.86 FEET TO A RE-BAR, THE POINT OF BEGINNING AND CONTAINING 0.26 ACRES. ALL BEARINGS ARE ORIENTED TO N.C. GRID NORTH, N.A.D. 1927. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

DESCRIPTION OF PHASE FIVE, THE HAMMOCKS, BALD HEAD ISLAND, BRUNSWICK COUNTY, NORTH CAROLINA:

BEGINNING AT THE NORTHWESTERN CORNER OF PHASE FOUR, THE HAMMOCKS, N.C. GRID COORDINATES: N = 42,427.72 AND E = 2,303,440.15; THENCE ALONG A NEW LINE, ONE COURSE:

(1) N 56-50-48 E 70.43 FEET TO RE-BAR IN THE NORTHERN LINE OF THE DUKE OF ALBEMARLE TRACT, (MAP CABINET J, PAGE 181); THENCE ALONG THE NORTHERN LINE OF THE DUKE OF ALBEMARLE TRACT, ONE COURSE:

(1) S 59-11-17 E 138.71 FEET TO A RE-BAR IN THE EASTERN LINE OF PHASE FOUR, THE HAMMOCKS; THENCE ALONG THE EASTERN AND NORTHERN LINES OF PHASE FOUR, THE HAMMOCKS, TWO COURSES:

(1) S 51-05-53 W 93.25 FEET TO A RE-BAR;

(2) N 49-11-51 W 139.40 FEET TO A RE-BAR, THE POINT OF BEGINNING AND CONTAINING 0.25 ACRES. ALL BEARINGS ARE ORIENTED TO N.C. GRID NORTH, N.A.D. 1927. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

EXHIBIT B

ALLOCATED INTERESTS

Interests

Unit 20 - 2,707 square feet (2,027 heated, 560 enclosed, 120 uncovered) = 15%. To the extent Co-Ownership Interests are conveyed in the Unit, the percentage of Co-Ownership Interest conveyed in the single Unit shall be multiplied by the undivided interest assigned herein to that Unit to determine the undivided interest conveyed to said Owner. Therefore, if 13 Co-Ownership Interests are conveyed, each will be divided 1/13 of 15% of the common areas.

Unit 22 - 2,183 square feet (1,676 heated, 339 enclosed, 168 uncovered) = 12.2%. To the extent Co-Ownership Interests are conveyed in the Unit, the percentage of Co-Ownership Interest conveyed in the single Unit shall be multiplied by the undivided interest assigned herein to that Unit to determine the undivided interest conveyed to said Owner. Therefore, if 13 Co-Ownership Interests are conveyed, each will be divided 1/13 of 12.2% of the common areas.

Unit 24 - 2,719 square feet (2,092 heated, 339 enclosed, 288 uncovered) = 15.1%. To the extent Co-Ownership Interests are conveyed in the Unit, the percentage of Co-Ownership Interest conveyed in the single Unit shall be multiplied by the undivided interest assigned herein to that Unit to determine the undivided interest conveyed to said Owner. Therefore, if 13 Co-Ownership Interests are conveyed, each will be divided 1/13 of 15.1% of the common areas.

Unit 26 - 2,774 square feet (2,092 heated, 562 enclosed, 120 uncovered) = 15.4%. To the extent Co-Ownership Interests are conveyed in the Unit, the percentage of Co-Ownership Interest conveyed in the single Unit shall be multiplied by the undivided interest assigned herein to that Unit to determine the undivided interest conveyed to said Owner. Therefore, if 13 Co-Ownership Interests are conveyed, each will be divided 1/13 of 15.4% of the common areas.

Unit 28 - 2,719 square feet (2,092 heated, 339 enclosed, 288 uncovered) = 15.1%. To the extent Co-Ownership Interests are conveyed in the Unit, the percentage of Co-Ownership Interest conveyed in the single Unit shall be multiplied by the undivided interest assigned herein to that Unit to determine the undivided interest conveyed to said Owner. Therefore, if 13 Co-Ownership Interests are conveyed, each will be divided 1/13 of 15.1% of the common areas.

Unit 30 - 2,183 square feet (1,676 heated, 339 enclosed, 168 uncovered) = 12.2%. To the extent Co-Ownership Interests are conveyed in the Unit, the percentage of Co-Ownership Interest conveyed in the single Unit shall be multiplied by the undivided interest assigned herein to that Unit to determine the undivided interest conveyed to said Owner. Therefore, if 13 Co-Ownership Interests are conveyed, each will be divided 1/13 of 12.2% of the common areas.

Unit 32 - 2,707 square feet (2,041 heated, 666 enclosed, 120 uncovered) = 15%. To the extent Co-Ownership Interests are conveyed in the Unit, the percentage of Co-Ownership Interest conveyed in the single Unit shall be multiplied by the undivided interest assigned herein to that Unit to determine the undivided interest conveyed to said Owner. Therefore, if 13 Co-Ownership Interests are conveyed, each will be divided 1/13 of 15% of the common areas.

Common Expense Liability

Unit 20 - T-3 dues are "X" + "X" times 20% if no Crofter utilization is purchased, plus no more than \$465 per year for 1999, if Crofter use is purchased, for each of the thirteen undivided interests. Crofter dues will be based on a good faith determination of the actual cost of upkeep, maintenance and reserves for the Crofters, divided equally among all those entitled to utilization of a Crofter.

Unit 22 - R-2 dues are "X" if no Crofter utilization is purchased, plus no more than \$465 per year for 1999, if Crofter use is purchased, for each of the thirteen undivided interests. Crofter dues will be based on a good faith determination of the actual cost of upkeep, maintenance and reserves for the Crofters, divided equally among all those entitled to utilization of a Crofter.

Unit 24 - R-3 dues are "X" plus "X" times 20% if no Crofter utilization is purchased, plus no more than \$465 per year for 1999, if Crofter use is purchased, for each of the thirteen (13) undivided interests. Crofter dues will be based on a good faith determination of the actual cost of upkeep, maintenance and reserves for the Crofters, divided equally among all those entitled to utilization of a Crofter.

Unit 26 - T-3 dues are "X" + "X" times 20% if no Crofter utilization is purchased, plus no more than \$465 per year for 1999, if Crofter use is purchased, for each of the thirteen undivided interests. Crofter dues will be based on a good faith determination of the actual cost of upkeep, maintenance and reserves for the Crofters, divided equally among all those entitled to utilization of a Crofter.

Unit 28 - R-3 dues are "X" plus "X" times 20% if no Crofter utilization is purchased, plus no more than \$465 per year for 1999, if Crofter use is purchased, for each of the thirteen (13) undivided interests. Crofter dues will be based on a good faith determination of the actual cost of upkeep, maintenance and reserves for the Crofters, divided equally among all those entitled to utilization of a Crofter.

Unit 30 - R-2 dues are "X" if no Crofter utilization is purchased, plus no more than \$465 per year for 1999, if Crofter use is purchased, for each of the thirteen undivided interests. Crofter dues will be based on a good faith determination of the actual cost of upkeep, maintenance and reserves for the Crofters, divided equally among all those entitled to utilization of a Crofter.

Unit 32 - T-3 dues are "X" + "X" times 20% if no Crofter utilization is purchased, plus no more than \$465 per year for 1999, if Crofter use is purchased, for each of the thirteen undivided

interests. Crofter dues will be based on a good faith determination of the actual cost of upkeep, maintenance and reserves for the Crofters, divided equally among all those entitled to utilization of a Crofter.

(Total square footage = 17,992).

Vote

All Units shall be assigned one (1) vote. The Owner of a Co-ownership Interest shall be assigned a percentage of said vote which is a ratio of the number of undivided Units in said Unit to one (1). Therefore, if thirteen (13) Co-ownership Interests are conveyed, each Owner shall have one-thirteenth of one vote, each fraction of a vote allowed to be cast independently.

Inst # 16764 Book 1310Page: 1045

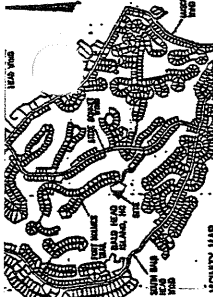
EXHIBIT C

Plats and Plans

Reference is made to Condominium Book 7, Pages 478 through 483, Brunswick County Registry, Brunswick County, North Carolina, for the survey plats and floor plans for Units 30 and 32, The Hammocks.

A:30&32AM.WPD(6/8/99)

Inst # 16764 Book 1310Page: 1046



VICINITY MAP
 NORTH CAROLINA
 COUNTY OF WASHINGTON
 THIS DOCUMENT IS A PART OF THE RECORDS OF THE REGISTERED LAND SURVEYORS OF NORTH CAROLINA.
 ANY REVISIONS TO THIS DOCUMENT SHALL BE MADE IN ACCORDANCE WITH G.S. 41-28 AND 41-29 WHICH REQUIRE THAT ALL REVISIONS BE APPROVED BY THE REGISTERED LAND SURVEYORS OF NORTH CAROLINA.

REGISTERED LAND SURVEYOR
 THOMAS W. MORGAN, S.L.S.
 REGISTERED LAND SURVEYOR NO. 1-2118
 1027 Sabbath Home Rd., SW
 Supply, North Carolina 28452 (910)843-8382

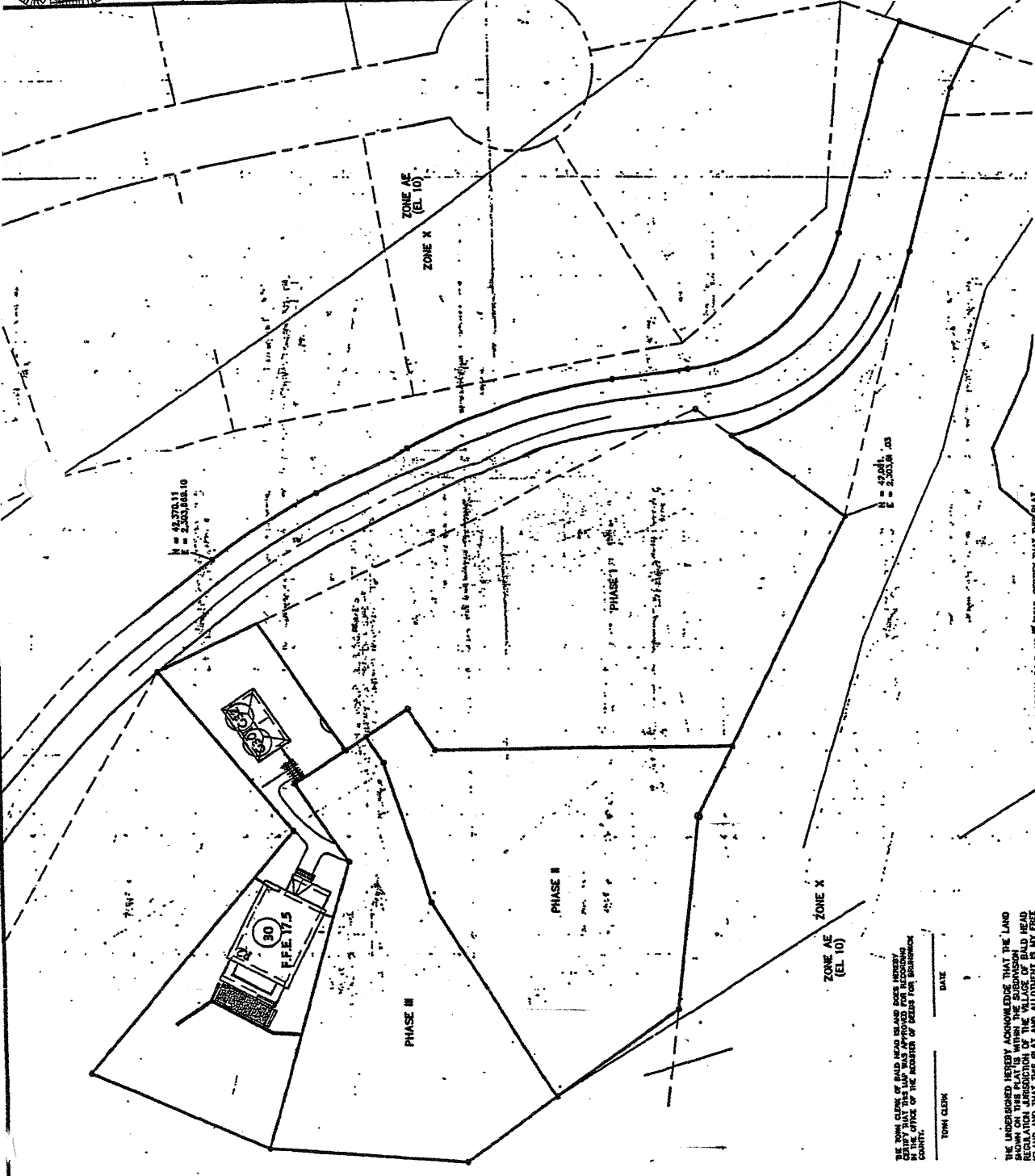
REVIEW OTHER'S CERTIFICATE
 COUNTY OF _____
 STATE OF NORTH CAROLINA
 I, _____, REGISTERED LAND SURVEYOR NO. _____, DO HEREBY CERTIFY THAT THE MAP OR SURVEY DATA IS CORRECT AND THAT I AM NOT PROVIDING ANY INFORMATION THAT WOULD AFFECT THE ACCURACY OF THIS DOCUMENT.

REVIEW OFFICER
 NAME _____
 DATE _____

PHASE FOUR THE HAMMOCKS

BRUNSWICK SURVEYING, INC.
 Thomas W. Morgan
 Registered Land Surveyor
 1027 Sabbath Home Rd., SW
 Supply, North Carolina 28452 (910)843-8382

1" = _____	SCALE
FILE	_____
DATE	_____
BY	_____
CHECKED BY	_____
DATE	_____



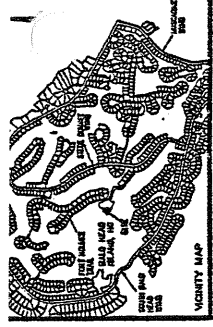
I, THOMAS W. MORGAN, S.L.S., NO. 1-2118, CERTIFY THAT THIS PLAN IS A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A SURVEY FOR THE PURPOSES OF THIS ACT AND DEED.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THE LAND SHOWN ON THIS PLAN WAS APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS FOR BRUNSWICK COUNTY, NORTH CAROLINA.

OWNER'S SIGNATURE _____

TOWN CLERK _____ DATE _____

THE TOWN CLERK OF BALD HEAD ISLAND DOES HEREBY CERTIFY THAT THIS MAP WAS APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS FOR BRUNSWICK COUNTY, NORTH CAROLINA.



VELOCITY MAP
NORTH CAROLINA
COUNTY
I, THOMAS W. MORGAN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY
SUPERVISION FROM THE SURVEY OF THE LANDS OF THE STATE OF NORTH CAROLINA
AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY
AS FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR THE COUNTY OF
SOUTH CAROLINA.

THOMAS W. MORGAN, R.L.S.
REGISTERED LAND SURVEYOR
STATE OF NORTH CAROLINA
REVENUE OFFICE'S COMMENTS
COUNTY OF _____
DATE _____

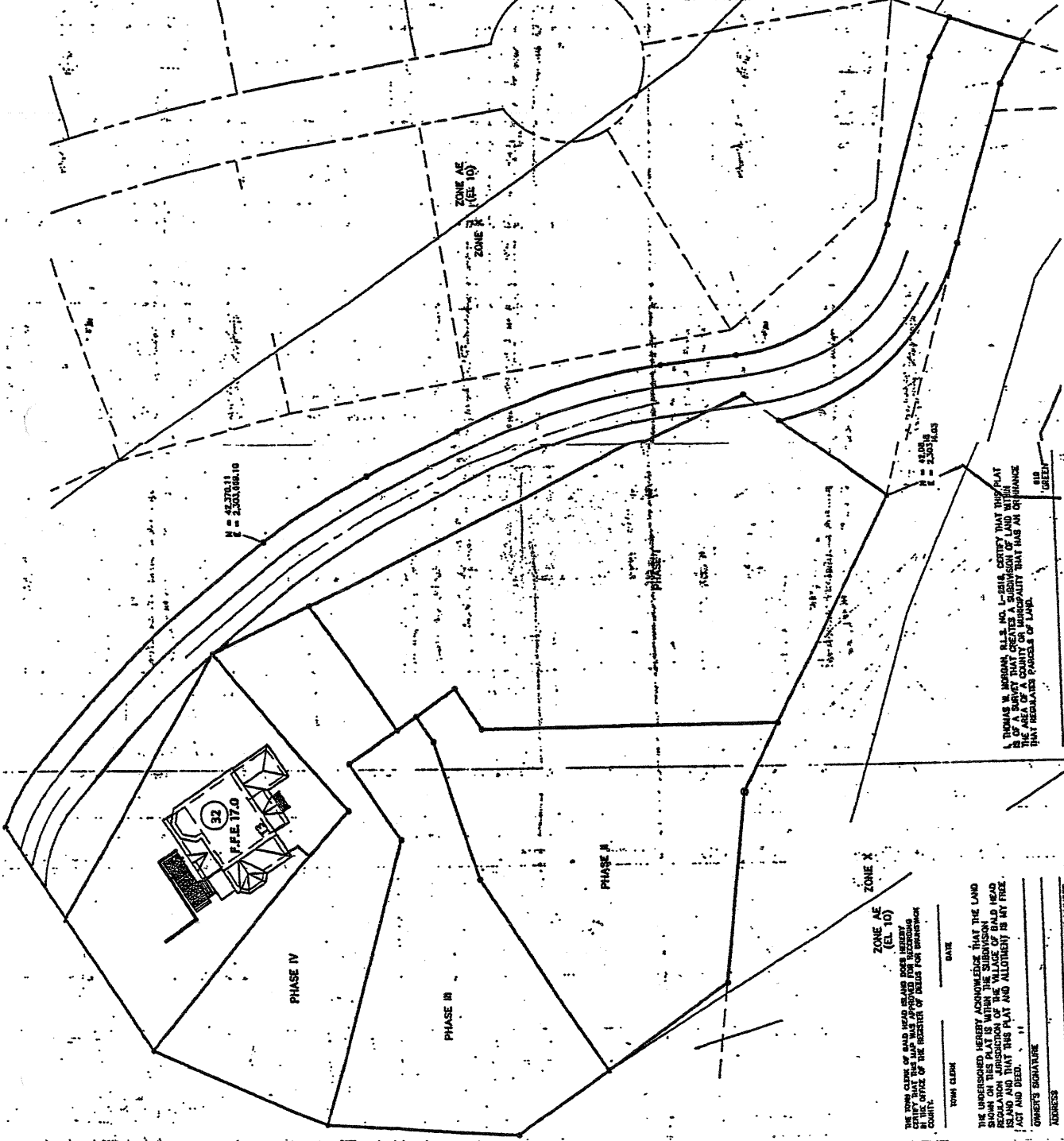
THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY
THOMAS W. MORGAN, L-2518, ON 8-26-85. THIS
DOCUMENT SHOULD NOT BE CONSIDERED A CERTIFIED
DOCUMENT.

PHASE FIVE
THE HAMMOCKS



BRUNSWICK
SURVEYING, INC.
Thomas W. Morgan
1027 Lockhart Home Rd. SW
Supply, North Carolina 28402 (910) 442-3332

SCALE	1" = 250'
DATE	
TOWNSHIP	
COUNTY	
FIELD BOOK	
FILE	



THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THE LAND SHOWN ON THIS PLAT IS THE LAND OF THE STATE OF NORTH CAROLINA AND THAT THE PLAT AND ALLOTMENT IS IN FULL PAYMENT OF THE DEED OF THE REGISTER OF DEEDS FOR THE COUNTY OF SOUTH CAROLINA.

TOWNSHIP _____ DATE _____
COUNTY _____

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THE LAND SHOWN ON THIS PLAT IS THE LAND OF THE STATE OF NORTH CAROLINA AND THAT THE PLAT AND ALLOTMENT IS IN FULL PAYMENT OF THE DEED OF THE REGISTER OF DEEDS FOR THE COUNTY OF SOUTH CAROLINA.

OWNER'S SIGNATURE _____
ADDRESS _____