



Presenter MIKE Ret: LS
 Total 26 Rev. Int. 00
 Ck \$ 26 Ck # 2327 Cash \$ _____
 Refund: _____ Cash \$ _____ Finance _____
 Portions of Document are illegible due to condition of original
 Document contains seals verified by original instrument that cannot be reproduced or copied.

Prepared By & Return to: Charles D. Meier, Marshall, Williams & Gorham, LLP
 P.O. Drawer 2088, Wilmington, NC 28402

STATE OF NORTH CAROLINA
 COUNTY OF BRUNSWICK

**FIRST AMENDMENT TO THE DECLARATION OF
 HAWKESWATER AT THE RIVER SUBDIVISION**

This First Amendment to the Declaration of Hawkeswater at the River Subdivision ("Amendment") is made and entered into as of this 13th day of February, 2013 by Hawkeswater Homeowners' Association, Inc. a North Carolina nonprofit corporation ("Association").

WITNESSETH:

A. The Association is the property owners' association charged with the responsibility for the operation of that certain real property known as Hawkeswater at the River Subdivision located in Brunswick County, North Carolina, and described in a Declaration recorded in Book 2745, Page 986, Brunswick County Register of Deeds ("Declaration"), as may have been previously amended from time to time, including, but not limited to, the addition of real property subject to said Declaration, this Amendment being effective and applicable to all such additions.

B. Said Declaration provides in Article X, Section 4, that the Declaration can be amended by an affirmative vote of not less than 67% of the votes of the Members, Lot/Unit Owners.

C. The amendment set forth below has been adopted by an affirmative vote of not less than 67% of the votes of the Members, Lot/Unit Owners in person, by proxy, or by ballot, and has otherwise been properly



adopted and approved as required by the Declaration, Bylaws and Articles of Incorporation, as applicable.

D. That the President or Vice-President of the Association has been duly authorized and empowered to execute this Amendment and to cause the same to be recorded in the Brunswick County Register of Deeds as the binding act of the Association, its Members, Lot/Unit Owners and Board of Directors.

Now therefore, in consideration of the recitals set forth above, and as the act and deed of the Association, its Members, Lot/Unit Owners and Board of Directors, the Declaration is hereby amended and modified as set forth below:

By deleting the first sentence of Article IV, Section 7 in its entirety and inserting in lieu thereof the following: At the time a Lot is conveyed to an Owner by Declarant, the Owner shall pay the sum of \$1,000.00 to the Association as working capital to be used for operating and capital expenses of the Association.

By deleting Article VI, Section 2(i) in its entirety and inserting in lieu thereof the following: Exterior siding materials shall be brick, natural wood, Hardiplank and/or vinyl or beaded vinyl.

END OF AMENDMENTS

Except as amended, the Declaration, as may have been previously amended, shall remain in full force and effect.

The undersigned, being the _____ President of the Association, does, by his/her execution hereof, certify that this Amendment was duly adopted by an affirmative vote of at least 67% of the votes of Members of the Association in person, by proxy, or by ballot, was duly adopted by a vote of the Board of Directors (if required), and that all the procedures, steps and requirements necessary to amend said Declaration have been complied with, the day and year first above written.



Hawkeswater Homeowners'
Association, Inc.

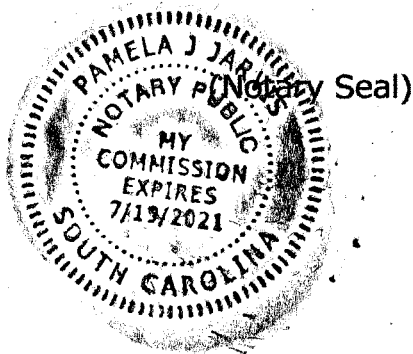
By: Bradford C. Brundage
Hawkeswater HOA, President

===== ^{South} =====
STATE OF NORTH CAROLINA
COUNTY OF Horry

I, Pamela J Jarvis, notary public, do hereby certify that
Bradford C Brundage (name of officer), personally appeared before me
this day and acknowledged that he/she is resident (title of officer) of
the Association and that he/she, being authorized to do so, executed the
foregoing on behalf of the Association.

Witness my hand and official seal this the 13th day of
February, 2013.

Pamela J Jarvis
Notary Public
My Commission Expires: 7/19/21



Pamela J Jarvis
NOTARY PUBLIC
State of South Carolina
My Commission Expires 7/19/2021



Presenter Bagwell Holt Smith Ret: Mail
 Total 26 Rev _____ Int. _____
 Ck \$ 26 Ck # 3150 Cash \$ _____
 Refund: _____ Cash \$ _____ Finance _____
 Portions of document are illegible due to condition of original.
 Document contains seals verified by original instrument that cannot be reproduced or copied.

Prepared by and return to:
 Bagwell Holt Smith P.A.
 111 Cloister Court, Ste. 200, Chapel Hill, NC 27514

Horton's Address:
 503 Wando Park Blvd., Ste. 200, Mount Pleasant, SC 29464

**SECOND AMENDMENT TO DECLARATION FOR
 HAWKESWATER AT THE RIVER SUBDIVISION**

This Second Amendment to Declaration for Hawkeswater at the River Subdivision (the "Second Amendment") is made this 21st day of JULY, 2014, by **D.R. HORTON, INC.**, a Delaware corporation, hereinafter referred to as "Horton." Horton states and declares as follows:

A. Hawkeswater I, Development, Inc., a North Carolina corporation, Hawkeswater II Development, Inc., a North Carolina corporation, Hawkeswater III Development, Inc., a North Carolina corporation, and Riverside Land Holdings, LLC, a North Carolina limited liability company previously made that certain Declaration of Covenants Conditions and Restrictions for Hawkeswater at the River Subdivision recorded in Book 2745 Page 986, Brunswick County Register of Deeds.

B. The Declaration of Covenants Conditions and Restrictions for Hawkeswater at the River Subdivision was subsequently modified by that First Amendment to the Declaration of Hawkeswater at the River Subdivision of record at Book 3380 Page 1230, Brunswick County Register of Deeds (the "First Amendment") and that Annexation Declaration for Hawkeswater at the River Subdivision of record at Book 3493 Page 659, Brunswick County Register of Deeds (the "Annexation Declaration"). The Declaration of Covenants Conditions and Restrictions for Hawkeswater at the River Subdivision as modified by the First Amendment and the Annexation Declaration is hereinafter referred to collectively as the "Declaration".

C. Article X, Section 4 of the Declaration provides that the Declaration may be amended by a written agreement signed by Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

D. As of the date of this Second Amendment, Horton is the owner of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, and, pursuant to Article X, Section 4 of the Declaration, Horton now desires to amend the Declaration.



NOW THEREFORE, the Declaration is hereby amended as follows:

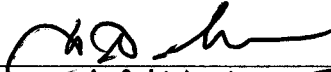
1. The first sentence of Article IV, Section 7 of the Declaration is deleted in its entirety and replaced with the following:

At the time a Lot is conveyed to an Owner after the Lot has been improved with a residence for which a certificate of occupancy has been issued, the Owner shall pay the sum of Two Thousand and No/100th (\$2,000.00) to the Association as working capital to be used for operating and capital expenses of the Association.

2. Except as amended herein, all terms and provisions of the Declaration remain unmodified. As amended herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Horton has caused this Second Amendment to be executed as of the date first stated above.

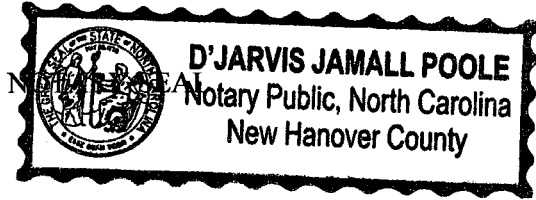
D.R. HORTON, INC.,
a Delaware corporation

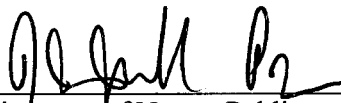
By: 
Name: DAVID G. LEE
Title: Vice President

STATE OF North Carolina
COUNTY OF New Hanover

I, D'Jarvis Jamall Poole, a Notary Public of the County and State aforesaid, certify that David G. Lee personally appeared before me this day and acknowledged that he is a Vice President of D.R. Horton, Inc., a Delaware corporation, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said corporation.

Witness my hand and official stamp or seal, this 21 day of July, 2014.




Signature of Notary Public
My Commission Expires: June 20, 2018

Bagwell Holt Smith
 Return to _____ Type _____
 Total _____ Rev _____ Int. _____
 Ck \$ 50 Ck # 175109 Cash \$ _____
 Refund _____ Cash \$ _____ Finance _____

Prepared by and return to:
 Michael R. Ganley, Attorney, Bagwell Holt Smith P.A.
 111 Cloister Court, Ste. 200, Chapel Hill, NC 27514

Horton's Address:
 131 Racine Drive, Suite 201, Wilmington, NC 28403

Portions of document are illegible due to condition of original.
 Document contains seals verified by original instrument that cannot be reproduced or copied.

FOURTH AMENDMENT TO DECLARATION FOR HAWKESWATER AT THE RIVER SUBDIVISION

This Fourth Amendment to Declaration for Hawkeswater at the River Subdivision (this "Fourth Amendment") is made this 21st day of JANUARY, 2019, by **D.R. HORTON, INC.**, a Delaware corporation, hereinafter referred to as "Horton." Horton states and declares as follows:

A. Hawkeswater I, Development, Inc., a North Carolina corporation, Hawkeswater II Development, Inc., a North Carolina corporation, Hawkeswater III Development, Inc., a North Carolina corporation, and Riverside Land Holdings, LLC, a North Carolina limited liability company (collectively, the "Original Declarant") previously made that certain Declaration of Covenants Conditions and Restrictions for Hawkeswater at the River Subdivision recorded in Book 2745 Page 986, Brunswick County Register of Deeds, as modified by: (i) that First Amendment to the Declaration of Hawkeswater at the River Subdivision of record at Book 3380 Page 1230, Brunswick County Register of Deeds; (ii) that Annexation Declaration for Hawkeswater at the River Subdivision of record at Book 3493 Page 659, Brunswick County Register of Deeds (the "Annexation Declaration"); (iii) that Second Amendment to the Declaration of Hawkeswater at the River Subdivision of record at Book 3550 Page 465, Brunswick County Register of Deeds; and (iii) that Third Amendment to the Declaration of Hawkeswater at the River Subdivision of record at Book 4113 Page 749, Brunswick County Register of Deeds (collectively, as amended and restated, the "Declaration").

B. All of the real property currently subject to the Declaration (the "Subject Property") was originally owned and held by the Original Declarant for the purpose of developing it into Hawkeswater at the River Subdivision (the "Subdivision").

C. All of the Subject Property was conveyed by the Original Declarant to trustees for the benefit of Cooperative Bank, a North Carolina bank, by Deeds of Trust of record at Book 2579 Page 889, Book 2605 Page 1340, Book 2606 Page 37, Book 2606 Page 72 and Book 2606 Page 106, Brunswick County Registry (collectively, the "Development Loan Deeds of Trust"), as collateral for a loan or loans, the proceeds of which were to be used in the development of the Subdivision (collectively, the "Development Loan"). Subsequently, all of the assets of Cooperative Bank, including the Development Loan and the Development Loan Deeds of Trust, were acquired by First Bank, a North Carolina Bank.

Subsequent to that acquisition, foreclosure proceedings were instituted under all of the Development Loan Deeds of Trust, which proceedings are of record at 11-SP-1620, 11-SP-1621, 11-SP-1622, 11-SP-1623 and 11-SP-1624, Office of the Brunswick County Clerk of Superior Court (collectively, the "Development Loan Foreclosures").

D. Pursuant to the Development Loan Foreclosures, First Troy SPE, LLC, a wholly owned subsidiary of First Bank, acquired all of the Subject Property other than certain individual residential lots within the Subdivision that had been released from the liens of the Development Loan Deeds of Trust in the ordinary course of business. All of the property acquired by First Troy SPE, LLC pursuant to the Development Loan Foreclosures is hereinafter collectively referred to as the "Remaining Development."

E. Subsequently, by Deed of Record at Book 3334 Page 510, Brunswick County Registry, First Troy SPE, LLC conveyed all of the Remaining Development to Horton, and Horton thereby became successor in interest to the Original Declarant in all of the Remaining Development.

F. Section 7 of Article I of the Declaration defines the "Declarant" as the Original Declarant, or any successor in interest to the Original Declarant in any undeveloped portion of the Subdivision or any Lots within the Subdivision "not previously disposed of" by the Original Declarant. Accordingly, upon its acquisition of all of the Remaining Development, Horton became the "Declarant" under the Declaration.

G. Article V, Section 3(f) of the Declaration expressly allows the Declarant to amend the Declaration without Member approval to conform this Declaration to the requirements of any governmental agency having legal jurisdiction over the Property during the Declarant Control Period.

H. The Declarant Control Period has not yet terminated.

I. Horton now desires to amend the Declaration to conform the Declaration to the requirements of the State of North Carolina, Division of Water Quality.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. The first sentence of the second paragraph of Article VII, Section 4 of the Declaration is deleted in its entirety and replaced with the following:

The maximum allowable built-upon area for Lot 6 through Lot 14, inclusive, Lot 16, Lot 18 and Lot 31 through Lot 80, inclusive, in Phase 1B/1C is 3,844 square feet per Lot. The maximum allowable built-upon area for Lots in Phase 3 Section 2C, except for Lot 3272, Lot 3275, Lot 3276, Lot 3278 through Lot 3280, inclusive, Lot 3287, Lot 3302 through Lot 3305, inclusive, Lot 3310 through Lot 3314, inclusive, Lot 3316, Lot 3317, and Lot 3324, is 3,768 square feet per Lot. Except as stated herein, the maximum allowable built-upon area for all remaining Lots is 4,500 square feet per Lot.

2. Except as amended herein, all terms and provisions of the Declaration remain unmodified. As amended herein, the Declaration remains in full force and effect.



IN WITNESS WHEREOF, the Horton has caused this Fourth Amendment to be executed as of the date first stated above.

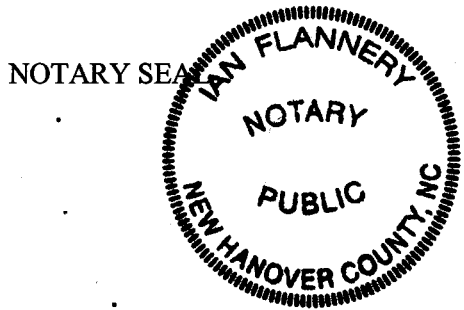
D.R. HORTON, INC.,
a Delaware corporation

By: [Signature]
Name: MICHAEL LOIACONO
Title: VICE PRESIDENT

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, IAN FLANNERY, a Notary Public of the County and State aforesaid, certify that MICHAEL LOIACONO personally appeared before me this day and acknowledged that he is a VICE President of D.R. Horton, Inc., a Delaware corporation, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said corporation.

Witness my hand and official stamp or seal, this 21ST day of JANUARY, 2019.



[Signature]
Signature of Notary Public
My Commission Expires: 04/27/2020



3 Return to Bagwell Holt Type Mail
 Total 26 Rev _____ Int. NR
 Ck \$ 26 Ck # 7279 Cash \$ _____
 Refund _____ Cash \$ _____ Finance _____

- Portions of document are illegible due to condition of original.
- Document contains seals verified by original instrument that cannot be reproduced or copied.

Prepared by and return to:
 Michael R. Ganley, Attorney, Bagwell Holt Smith P.A.
 111 Cloister Court, Ste. 200, Chapel Hill, NC 27514

Horton's Address:
 131 Racine Drive, Suite 201, Wilmington, NC 28403

**THIRD AMENDMENT TO DECLARATION FOR
 HAWKESWATER AT THE RIVER SUBDIVISION**

This Third Amendment to Declaration for Hawkeswater at the River Subdivision (the "Second Amendment") is made this 11th day of October, 2018, by **D.R. HORTON, INC.**, a Delaware corporation, hereinafter referred to as "Horton." Horton states and declares as follows:

A. Hawkeswater I, Development, Inc., a North Carolina corporation, Hawkeswater II Development, Inc., a North Carolina corporation, Hawkeswater III Development, Inc., a North Carolina corporation, and Riverside Land Holdings, LLC, a North Carolina limited liability company (collectively, the "Original Declarant") previously made that certain Declaration of Covenants Conditions and Restrictions for Hawkeswater at the River Subdivision recorded in Book 2745 Page 986, Brunswick County Register of Deeds, as modified by: (i) that First Amendment to the Declaration of Hawkeswater at the River Subdivision of record at Book 3380 Page 1230, Brunswick County Register of Deeds; (ii) that Annexation Declaration for Hawkeswater at the River Subdivision of record at Book 3493 Page 659, Brunswick County Register of Deeds (the "Annexation Declaration"); and (iii) that Second Amendment to the Declaration of Hawkeswater at the River Subdivision of record at Book 3550 Page 465, Brunswick County Register of Deeds (collectively, the "Declaration").

B. All of the real property currently subject to the Declaration (the "Subject Property") was originally owned and held by the Original Declarant for the purpose of developing it into Hawkeswater at the River Subdivision (the "Subdivision").

C. All of the Subject Property was conveyed by the Original Declarant to trustees for the benefit of Cooperative Bank, a North Carolina bank, by Deeds of Trust of record at Book 2579 Page 889, Book 2605 Page 1340, Book 2606 Page 37, Book 2606 Page 72 and Book 2606 Page 106, Brunswick County Registry (collectively, the "Development Loan Deeds of Trust"), as collateral for a loan or loans, the proceeds of which were to be used in the development of the Subdivision (collectively, the "Development Loan"). Subsequently, all of the assets of Cooperative Bank, including the Development Loan and the Development Loan Deeds of Trust, were acquired by First Bank, a North Carolina Bank. Subsequent to that acquisition, foreclosure proceedings were instituted under all of the Development Loan Deeds of Trust, which proceedings are of record at 11-SP-1620, 11-SP-1621, 11-SP-1622, 11-SP-1623



and 11-SP-1624, Office of the Brunswick County Clerk of Superior Court (collectively, the "Development Loan Foreclosures").

D. Pursuant to the Development Loan Foreclosures, First Troy SPE, LLC, a wholly owned subsidiary of First Bank, acquired all of the Subject Property other than certain individual residential lots within the Subdivision that had been released from the liens of the Development Loan Deeds of Trust in the ordinary course of business. All of the property acquired by First Troy SPE, LLC pursuant to the Development Loan Foreclosures is hereinafter collectively referred to as the "Remaining Development."

H. Subsequently, by Deed of Record at Book 3334 Page 510, Brunswick County Registry, First Troy SPE, LLC conveyed all of the Remaining Development to Horton, and Horton thereby became successor in interest to the Original Declarant in all of the Remaining Development.

I. Section 7 of Article I of the Declaration defines the "Declarant" as the Original Declarant, or any successor in interest to the Original Declarant in any undeveloped portion of the Subdivision or any Lots within the Subdivision "not previously disposed of" by the Original Declarant. Accordingly, upon its acquisition of all of the Remaining Development, Horton became the "Declarant" under the Declaration.

J. Article V, Section 3(b) of the Declaration expressly allows the Declarant to amend the Declaration without Member approval to the extent that the Declaration applies to Additional Property.

K. Horton still owns Additional Property subject to the Declaration.

L. Horton now desires to amend the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Article III, Section 3(b) of the Declaration is deleted in its entirety and replaced with the following:

(b) on December 31, 2021, or

2. Except as amended herein, all terms and provisions of the Declaration remain unmodified. As amended herein, the Declaration remains in full force and effect.



IN WITNESS WHEREOF, the Horton has caused this Third Amendment to be executed as of the date first stated above.

D.R. HORTON, INC.,
a Delaware corporation

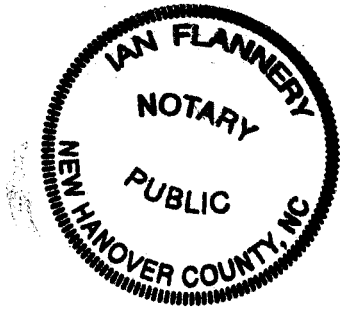
By: [Signature]
Name: MICHAEL LOIACONO
Title: _____

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, IAN FLANNERY, a Notary Public of the County and State aforesaid, certify that MICHAEL LOIACONO personally appeared before me this day and acknowledged that he is a VICE President of D.R. Horton, Inc., a Delaware corporation, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said corporation.

Witness my hand and official stamp or seal, this 11TH day of OCTOBER, 2018.

NOTARY SEAL



[Signature]
Signature of Notary Public
My Commission Expires: 04/27/2020