

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
SAYLOR'S WATCH TOWNHOMES

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SAYLOR'S WATCH TOWNHOMES is made on the date hereinafter set forth by SAYLOR'S WATCH DEVELOPMENT, INC. (the "Declarant") of Saylor's Watch Townhomes.

WITNESSETH:

WHEREAS, Declarant caused to be prepared and recorded in the Office of the Registry of Deeds of New Hanover County that certain Declaration of Covenants, Conditions and Restrictions of Saylor's Watch Townhomes on July 9, 2007 in Book 5205 at Page 1008, and that certain Supplemental Declaration of Covenants, Conditions and Restrictions of Saylor's Watch Townhomes on March 31, 2009 in Book 5392 at Page 1732, and that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions of Saylor's Watch Townhomes on March 30, 2010 in Book 5476 at Page 309 (hereinafter collectively referred to as "Declaration"); and

WHEREAS, ARTICLE XII, Section 2 allows Declarant to amend said Declaration; and

WHEREAS, Declarant desires by this instrument to amend said Declaration as hereinafter set forth.

NOW, THEREFORE, as a result of the foregoing and in consideration of the premises herein, the Declarant does hereby amend said Declaration by adding the following:

**ARTICLE XIII
MAINTENANCE OF BUILDING EXTERIORS**

Section 1. Responsibility of the Association. The Association, subject to the rights of the Declarant and Owner set forth in this Declaration, shall be responsible for the maintenance of the building exteriors including but not limited to: pressure washing the outside of each building, painting, and replacing vinyl siding as the Association or Developer deems necessary. Subject to the provisions of Section 2 hereinbelow, the Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the maintenance of the building exterior and the performance of its other obligations hereunder. The annual dues assessed by the Association and paid by the Owners shall include amounts necessary for the Association to fulfill this responsibility.

Section 2. Responsibility of the Owner. The Owner shall be solely responsible for all costs incurred by the Association in performing its duties and obligations contained in Section 1 above as to that Owner's lot or home if the required cleaning, maintenance or repair to be performed is a result of Owner's negligence, carelessness or intentional actions, including but not limited to replacing windows broken by the Owner or vinyl siding damaged by an Owner.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS
ARTICLE VI is hereby amended to include coverage for all costs incurred by the Association in performing its obligation under ARTICLE XIII.

ARTICLE X
USE RESTRICTIONS

ARTICLE X Section 7, Signs is hereby amended to include the following language:

No sign of any type or nature whatsoever shall be posted, installed or constructed anywhere except that an Owner may post a "For Sale" sign in one (1) window of that Owner's Unit. This prohibition as to the posting or installing of signs shall not apply to the Declarant.

IN WITNESS WHEREOF, the Declarant has set forth its hand and seal this _____ day of May, 2010.

DECLARANT:
SAYLOR'S WATCH DEVELOPMENT, INC.

By: Maurice S. Emmart Jr.
MAURICE S. EMMART, JR., President

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Whitney B. Blankenship, being a Notary Public for the County of New Hanover and the State aforesaid, do hereby certify that MAURICE S. EMMART, JR., President of Saylor's Watch Development, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said corporation.

Witness my hand and seal this 21st day of May, 2010.

Whitney B. Blankenship
NOTARY PUBLIC

My Commission Expires:

December 13, 2012
(AFFIX NOTARIAL SEAL)

