

RET Amy L. Gaskin  
TOTAL 20 REV. \_\_\_\_\_ TC# 38  
REC# \_\_\_\_\_ CK. AMT. 20 CK# 3037  
CASH \_\_\_\_\_ REF. \_\_\_\_\_ BY HG

SUPPLEMENTAL  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR LAKES OF LOCKWOOD

WITNESSETH:

WHEREAS, on or about July 25, 2002, Lakes of Lockwood, Inc. ("The Developer"), a North Carolina Corporation, executed its "Declaration of Covenants, Conditions, Restrictions and Easements of Lakes of Lockwood", (the "Declaration"); and

WHEREAS, by and through the execution and recording of the Master Declaration in Deed Book 1610 at Page 141 of the Brunswick County Registry, the Developer has placed those certain Covenants, Conditions and Restrictions embodied in the Declaration on the real property described therein; and

WHEREAS, pursuant to the provisions of Article IX Section 3 and Section 10 of the Declaration, the Developer has reserved the right to amend and supplement the Declarations; and

WHEREAS, the Developer is the Owner of certain real property located in Holden Beach, Brunswick County, North Carolina, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, the Developer proposes to create on such property a Subdivision containing 125 residential home lots, together with common areas as more fully described in the "Declarations"; and

WHEREAS, the Developer wishes to accomplish the following objectives for its benefit and the benefit of Owners of Lots in the Subdivision by the imposition of the additional restrictive covenants and easements set forth herein:

- (a) To maintain the single family residential character and integrity of the Subdivision,
- (b) To preserve the quality of the natural amenities of the Subdivision,
- (c) To minimize or eliminate the possibility of any disruptions of the peace and tranquility of the single family residential environment of the Subdivision,
- (d) To prevent the abuse or unwarranted alteration of the natural character of the land in the Subdivision,
- (e) To create and encourage a natural rustic character for the homes and real property in the Subdivision,
- (f) To prevent any property Owner or any other persons from building or carrying on any other activity in the Subdivision to the detriment of any Owners of Lots in the Subdivision, and
- (g) To keep property values in the Subdivision high, stable and in a state of reasonable appreciation, and

WHEREAS, the Developer is desirous of maintaining design criteria, location, construction specifications and other controls to assure the integrity of the Subdivision; and

WHEREAS, the Developer hereby declares that all of the properties described above shall be held, mortgaged, sold and conveyed subject to the following additional easements,

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DUE TO CONDITION OF ORIGINAL

restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I  
RESTRICTIONS FOR STORM WATER REGULATIONS

- (a) The maximum built upon area per lot is: Lots 1-39, 42-77, & 95-125 @4500 sq. ft. each and lots 40-41, 78-82, & 84-94 @6000 sq. ft. This allotted amount includes any built upon area constructed within the property boundaries, and, that portion of the right of way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.
- (b) The covenants pertaining to storm water regulations may not be changed or deleted without concurrence of the state.
- (c) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the state.
- (d) Lot's within CAMA's Area of Environmental Concern may be subject to a reduction in their allowable built upon area due to CAMA regulations.
- (e) Filling in, piping or altering any 3:1 vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is prohibited by any persons.
- (f) Filling in, piping or altering any 5:1 curb outlet swale associated with the development is prohibited by any persons.
- (g) A 30' vegetated buffer must be maintained between all built upon area and the Mean High Water line of surface waters.
- (h) All roof drains shall terminate at least 30' from the Mean High Water Mark.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 5th day of November, 2002.

LAKES OF LOCKWOOD, INC.

Alvar Larson  
PRESIDENT

STATE OF Illinois

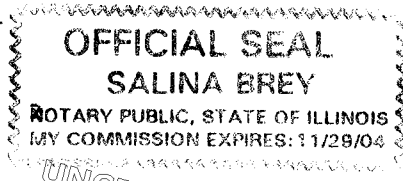
COUNTY OF Lake

I, Salina Brey, a Notary Public of the state and county aforesaid, do hereby certify that ALVAR LARSON, personally appeared before me this day and acknowledged that he is the PRESIDENT of LAKES OF LOCKWOOD, INC., and that by authority duly given and as the act of such entity, he signed the foregoing instrument in his name on its behalf as its act and deed.

Witness my hand and seal, this the 5th day of November 2002

Salina Brey  
Notary Public

My commission expires: NOV 29 04



STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of SALINA BREY

Notary(ies) Public is (are) Certified to be Correct.  
This Instrument was filed for Registration on this 6th Day of November, 2002  
in the Book and page shown on the First Page hereof.

Robert J. Robinson  
ROBERT J. ROBINSON, Register of Deeds

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**EXHIBIT "A"**

Being all of the property known as Lakes of Lockwood subdivision as shown on the maps recorded in Map Cabinet 26 at Pages 184-186 in the Brunswick County, North Carolina Register of Deeds.

This being the same property conveyed to Grantor by Wayne J. Smith and wife, Amanda S. Smith by Deed recorded in Deed Book 1584 at Page 1119 in the Brunswick County, North Carolina Register of Deeds.

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