

Brunswick County Register of Deeds
Robert J. Robinson
Inst #165174 Book 1777 Page 873
07/01/2003 04:53:24pm Rec# 151614

Jan Wiley Goodkey

RET	KEY	TC#
TOTAL 90	CK AMT 172	CK#
REC#	REF#	BY
CASH		

AMENDED AND 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 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 amended and 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 tranquillity 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 amended and additional easements, 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
AMENDED DECLARATIONS**

1. ~~ARTICLE VII. Restrictions Upon Use of Lots and Structures, Section 18 shall be amended to allow a shallow well in the back yard to be used for irrigation purposes only, which shallow well shall be approved in writing in all respects, including the pump and the covering or screen thereof by the Developer, its successors or assigns, prior to installation.~~

**ARTICLE II
SUPPLEMENTAL DECLARATIONS**


1. Owners may keep on the premises a maximum of three (3) domestic pets, of which two (2) may be canines. All dogs must be fenced or kept on a leash at all times.

2. All lots shall include a standard white light in the front provided by the developer, which shall remain at all times and shall not be altered except by amendment to these covenants and restrictions.

3. All Owners shall be required to purchase at closing a standard mailbox for the fee of \$110.00. No other mailbox shall be used as a mail receptacle for any Lot.

IN WITNESS WHEREOF, the Developer has executed this Amended Declaration this 1 day of July, 2003.

LAKES OF LOCKWOOD, INC.



VALERIE K. JOHNSTON, VICE PRESIDENT

STATE OF North Carolina

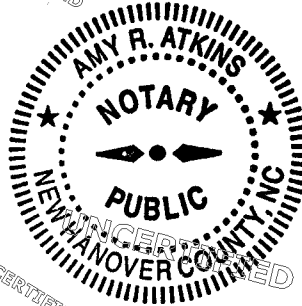
COUNTY OF New Hanover

I, Amy R Atkins, a Notary Public of the state and county aforesaid, do hereby certify that VALERIE K JOHNSTON, personally appeared before me this day and acknowledged that she is the VICE PRESIDENT of LAKES OF LOCKWOOD, INC., and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and seal, this the 1 day of July, 2003.

[Signature]
Notary Public

My commission expires: 7/29/07



STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

AMY R ATKINS

The Foregoing (or annexed) Certificate(s) of _____

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 1st Day of July, 2003
in the Book and page shown on the First Page hereof.

[Signature]
ROBERT J. ROBINSON, Register of Deeds