

RET \_\_\_\_\_  
TOTAL 47 REV \_\_\_\_\_ TC# 380  
REC# \_\_\_\_\_ CK AMT 47 CK# 4080  
CASH \_\_\_\_\_ REF \_\_\_\_\_ BY NR

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 10. Prohibition Against Business Activity and "Time-Sharing" Use shall be amended such that nothing herein shall be construed to prevent property owners from parking their work vehicles with signage, including magnetic signs, at their homes so long as the vehicles are not obtrusive (i.e. double axle vehicles, bucket trucks, boom trucks, and 18 wheelers).

Section 29 shall be amended to allow fences on lots adjacent to the common areas, but such fences must be approved by the Architectural Review Board prior to installation. Nothing herein shall be construed to allow fences on lake lots.

Section 32 shall be amended to require that all lots be sodded in the front yard where it is possible for sod to grow. All front yards shall be irrigated on a regular basis with professionally installed systems approved by the architectural review board. Developer reserves the right to enter upon any lot which is not being irrigated on a regular basis to perform such necessary irrigation and shall assess said property owner the cost of irrigation.

Section 39(b) shall be amended to allow designer metal roofing, but such must be approved by the Architectural Review Board prior to installation.

Section 42 shall be deleted in its entirety.

Section 44 shall be amended to restrict the height of all boats parked in the Development to Eight (8) Feet and to include that no boats or campers shall be allowed on lakeside lots.

Section 45 shall be deleted in its entirety and replaced with: "No commercial vehicles shall be parked on any lot or any common area. This shall not exclude commercial vehicles in the course of business from parking in the Development. No resident shall be allowed to park an obtrusive commercial vehicle in the Development. No heavy-duty construction equipment or trailers are allowed unless garaged. Nothing herein shall prevent the Developer or his agents from parking construction equipment, trailers or vans in the course of construction and maintenance. Nothing herein shall prevent Residents or Property Owners from parking unobtrusive work vehicles with or without signage in the Development.

2 Article VIII Restrictions Upon Use and Size of Structures

Section 2 shall be amended to require a minimum heated square feet of 1500 and to require an attached two car garage with a minimum size of 22 X 22.

3 Article II Supplemental Declarations recorded July 1, 2003 at Book 1777 Page 873 of the Brunswick County Registry item 1 shall be amended to apply only to domestic outdoor pets and shall not limit the number of domestic indoor pets.

ARTICLE II  
SUPPLEMENTAL DECLARATIONS

1. Only low voltage lighting approved by the architectural review board shall be used to illuminate landscaping.

2. To preserve the lake and the embankment, no stairways, walkways, landings or docks shall be permitted on individual lots. The embankment shall be maintained by the Association except for the embankment on individual lots once transferred to an Owner at which time the embankment must have irrigation and sod or an equivalent. Each Owner of a lake lot shall be responsible for maintenance of the embankment on their lot. Due to the fragile nature of the embankments and environmental concerns, limited access to the lake by Owners is permitted if the embankment does not suffer. Any Owner noticing the failure of the grass to support the embankment shall notify the Association so that proper maintenance may be performed. Nothing herein contained shall prevent any Owner of a lake lot from beautifying or maintaining the embankment so long as the embankment is not damaged.

3. The minimum roof pitch of a dwelling shall be 8/12.

4. Each dwelling shall have at a minimum four (4) inch gutters.

5. Each dwelling must have concrete driveways and walkways.

6. All shingles on a dwelling must be at a minimum 30 year architectural shingles.

7. All underbrush must be removed from the front yard of each dwelling and the front yard must be sodded and irrigated.

8. No Property Owner shall erect or maintain any exterior antennas for televisions, radios or CBs.

9. No visible clotheslines shall be permitted in the Development.

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10. All privately owned lots must be cleared of underbrush and overgrowth at the property owners expense no later than June 1 of each year. In the event that any Property Owner does not comply with this restriction, the HOA has the authority to hire someone to clear the underbrush and overgrowth and will bill the expense to the Property Owner.

11. All construction plans and additions must be approved by the Developer or the Architectural Review Board prior to commencement of construction.

12. Every dwelling must have in the front yard a lamppost and light with a photocell to match the existing lights. Such lamppost and light must be approved by the Architectural Review Board.

IN WITNESS WHEREOF, the Developer and owners of at least ninety percent of the lots of Lakes of Lockwood have executed this Amended Declaration this 2 day of August, 2004.

LAKES OF LOCKWOOD, INC.

By: [Signature] (seal)

VALERIE K. JOHNSTON, VICE PRESIDENT

[Signature] (seal)

VALERIE K. JOHNSTON

[Signature] (seal)

FRED C. COFFIN

[Signature] (seal)

CASSANDRA L. HANCOCK

[Signature] (seal)

MONFASSER M. SALHI

[Signature] (seal)

JULIA BERE VANJOSKE

[Signature] (seal)

KAREN A. HANCOCK

[Signature] (seal)

JAMES NOONAN

[Signature] (seal)

DONNA NOONAN

[Signature] (seal)

WADE BECK

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

Antonia Beck (seal)  
ANTONIA BECK

Joseph B Scott (seal)  
JOSEPH SCOTT

Anna Marie Scott (seal)  
ANNA SCOTT

Brian Watts (seal)  
BRIAN WATTS

Mary Watts (seal)  
MARY WATTS

Jeff Vanjoske (seal)  
JEFF VANJOSKE

Sally Vanjoske (seal)  
SALLY VANJOSKE

Michael Spadafino (seal)  
MICHAEL SPADAFINO

Tina Spadafino (seal)  
TINA SPADAFINO

Gregory S. Sullivan (seal)  
GREGORY S. SULLIVAN

STATE OF NC

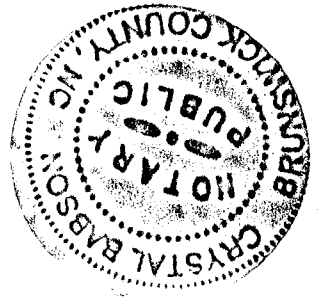
COUNTY OF Brunswick

I, Crystal Babsen, 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 2 day of August, 2004.

Crystal Babsen  
Notary Public

My commission expires: 2/23/05



\_\_\_\_\_(seal)  
ANTONIA BECK

\_\_\_\_\_(seal)  
JOSEPH SCOTT

\_\_\_\_\_(seal)  
ANNA SCOTT

\_\_\_\_\_(seal)  
BRIAN WATTS

\_\_\_\_\_(seal)  
MARY WATTS

\_\_\_\_\_(seal)  
JEFF VANJOSKE

\_\_\_\_\_(seal)  
SALLY VANJOSKE

\_\_\_\_\_(seal)  
MICHAEL SPADAFINO

\_\_\_\_\_(seal)  
TINA SPADAFINO

\_\_\_\_\_(seal)  
GREGORY S. SULLIVAN

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_(seal)  
ANTONIA BECK

\_\_\_\_\_(seal)  
JOSEPH SCOTT

\_\_\_\_\_(seal)  
ANNA SCOTT

\_\_\_\_\_(seal)  
BRIAN WATTS

\_\_\_\_\_(seal)  
MARY WATTS

\_\_\_\_\_(seal)  
JEFF VANJOSKE

\_\_\_\_\_(seal)  
SALLY VANJOSKE

\_\_\_\_\_(seal)  
MICHAEL SPADAFINO

\_\_\_\_\_(seal)  
TINA SPADAFINO

\_\_\_\_\_(seal)  
GREGORY S. SULLIVAN

*Dana Bragg*  
\_\_\_\_\_(seal)  
DANA BRAGG

*Dana Bragg*  
\_\_\_\_\_(seal)  
DANA BRAGG

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public of the state and county aforesaid, do hereby certify that BRIAN WATTS & MARY WATTS, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public of the state and county aforesaid, do hereby certify that WADE BECK & ANOTNIA BECK, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

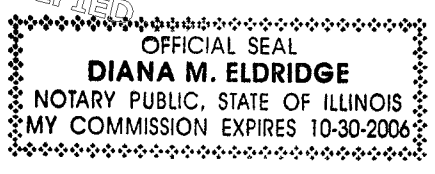
Witness my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF Illinois

COUNTY OF Sangamon



I, Diana Eldridge, a Notary Public of the state and county aforesaid, do hereby certify that GREGORY S. SULLIVAN, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 14 day of July, 2004.

Diana M. Eldridge  
Notary Public



STATE OF NC

COUNTY OF Brunswick

I, Crystal Babson, a Notary Public of the state and county aforesaid, do hereby certify that VALERIE K. JOHNSTON AND FRED C. COFFIN, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 2 day of August, 2004.

Crystal Babson  
Notary Public



My commission expires: 2/23/05

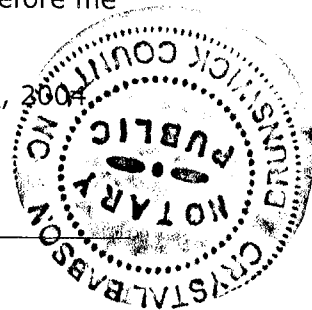
STATE OF NC

COUNTY OF Brunswick

I, Crystal Babson, a Notary Public of the state and county aforesaid, do hereby certify that JULIA BERE VANJOSKE, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 10 day of September, 2004.

Crystal Babson  
Notary Public



My commission expires: 2/23/05

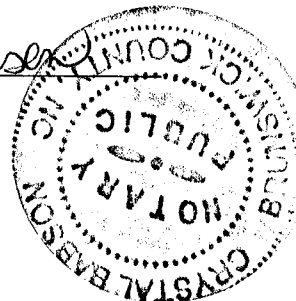
STATE OF NC

COUNTY OF Brunswick

I, Crystal Babson, a Notary Public of the state and county aforesaid, do hereby certify that JOSEPH SCOTT & ANNA SCOTT, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 2 day of August, 2004.

Crystal Babson  
Notary Public



My commission expires: 2/23/05

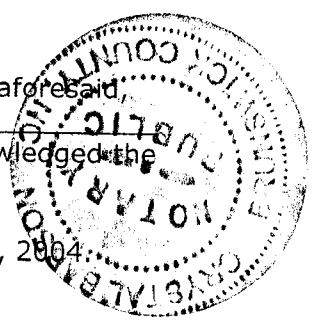
UNCERTIFIED  
UNCERTIFIED

UNCERTIFIED

STATE OF NC

COUNTY OF Brunswick

I, Crystal Babson, a Notary Public of the state and county aforesaid, do hereby certify that BRIAN WATTS & MARY WATTS, personally appeared before me this day and acknowledged the execution of the foregoing instrument.



Witness my hand and seal, this the 2 day of August, 2004.

Crystal Babson  
Notary Public

My commission expires: 2/23/05

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UNCERTIFIED

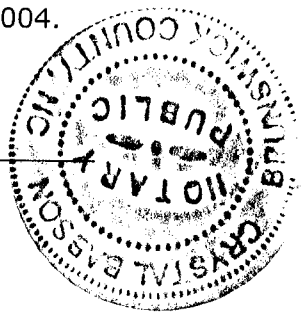
STATE OF NC

COUNTY OF Brunswick

I, Crystal Babson, a Notary Public of the state and county aforesaid, do hereby certify that WADE BECK & ANOTNIA BECK, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 8 day of September, 2004.

Crystal Babson  
Notary Public



My commission expires: \_\_\_\_\_

UNCERTIFIED  
UNCERTIFIED

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the state and county aforesaid, do hereby certify that GREGORY S. SULLIVAN, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

UNCERTIFIED  
UNCERTIFIED

UNCERTIFIED  
UNCERTIFIED

My commission expires: 2/23/05

STATE OF NC

COUNTY OF Brunswick

I, Crystal Babson, a Notary Public of the state and county aforesaid, do hereby certify that JAMES NOONAN & DONNA NOONAN, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 8 day of August, 2004.

Crystal Babson  
Notary Public



My commission expires: 2/23/05

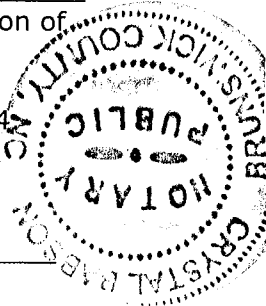
STATE OF NC

COUNTY OF Brunswick

I, Crystal Babson, a Notary Public of the state and county aforesaid, do hereby certify that KAREN A. HANCOCK, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 8 day of August, 2004.

Crystal Babson  
Notary Public



My commission expires: 2/23/05

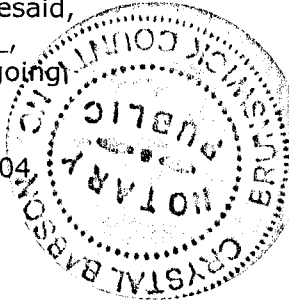
STATE OF NC

COUNTY OF Brunswick

I, Crystal Babson, a Notary Public of the state and county aforesaid, do hereby certify that MICHAEL SPADAFINO & TINA SPADAFINO, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 2 day of August, 2004.

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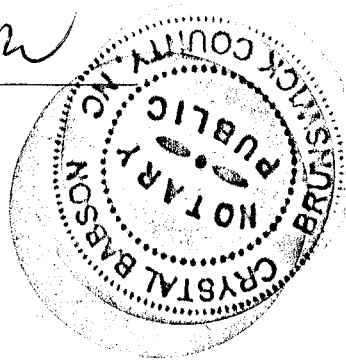
Crystal Babson  
Notary Public

My commission expires: 2/23/05

STATE OF NC  
COUNTY OF Brunswick

I, Crystal Babson, a Notary Public of the state and county aforesaid, do hereby certify that JEFFERY VANJOSKE & SALLY VANJOSKE, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 10 day of September, 2004.



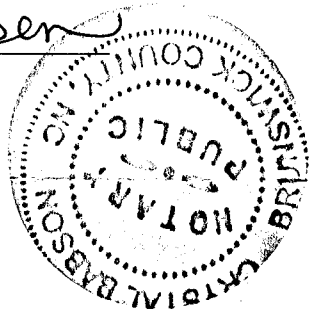
Crystal Babson  
Notary Public

My commission expires: 2/23/05

STATE OF NC  
COUNTY OF Brunswick

I, Crystal Babson, a Notary Public of the state and county aforesaid, do hereby certify that CASSANDRA L. HANCOCK and MONTASSER M. SALHI, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this the 2 day of August, 2004.



Crystal Babson  
Notary Public

My commission expires: 2/23/05

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of CRYSTAL BABSON, DIANA M ELDRIDGE

Notary(ies) Public is (are) Certified to be Correct. This Instrument was filed for Registration on this 27th Day of September, 2004 in the Book and page shown on the First Page hereof.

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

