

Presented by David Nove Ret: JS

Total 39 Fee Int.

6 CK \$ 39 Cash # 3046 Cash \$

Refund: Cash \$ Finance

Portions of debt are due to condition of original.

Document contains seal verified by original instrument that cannot be reproduced or copied

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

THIS AMENDMENT ("Amendment"), made and entered into this 18th day of September, 2008 with the authorization of over sixty-seven percent of the owners of lots with voting rights subject to the hereinafter described Covenants, by LAKES OF LOCKWOOD PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Lakes of Lockwood, Inc. subjected certain real property located in Brunswick County, North Carolina to covenants, conditions, restrictions and easements by instrument recorded in Book 1610, Page 141, Brunswick County Registry (the "Original Covenants"); and

WHEREAS, the Original Covenants have been amended from time to time by instruments duly recorded in the Brunswick County, North Carolina Registry (the Original Covenants, as so amended, being hereinafter referred to as the "Covenants"); and

WHEREAS, the property subject to the Covenants has been divided into 125 residential lots (collectively the "Lots" and singularly a "Lot"); and

WHEREAS, among other amendments, Lakes of Lockwood, Inc. recorded an "Amended and Supplemental Covenants, Conditions, Restrictions and Easements for Lakes of Lockwood" on September 27, 2004 in Book 2016, Page 242, Brunswick County Registry (the "2004 Amendment"); and

WHEREAS, the 2004 Amendment established twelve new numbered restrictions under the rubric "Article II – Supplemental Declaration;" (the twelve numbered restrictions being hereinafter referred to as the "Supplemental Restrictions"); and

WHEREAS, the record owner(s) of each Lot is a member of the Association, and, pursuant to Article II, Section 2 of the Covenants, the record owner(s) of each Lot is entitled to cast one vote at meetings of the Association; and



WHEREAS, in accordance with the bylaws of the Association and applicable law, notice was duly given that Builders Innovation's [insert correct name] proposed amendment to one of the Supplemental Restrictions would be presented for a vote by the Lot owners at a duly called meeting of the Association; and

WHEREAS, the proposed amendment was approved at said meeting held on September 30th 2005 by affirmative vote of owners of the Lots as required under the Covenants as supplemented and construed by applicable law; and

WHEREAS, the Association is executing and recording this Amendment to effectuate the duly approved amendment to the Covenants.

NOW, THEREFORE, the Covenants are amended by deleting in its entirety existing Supplemental Restriction number two (as the same appears in the 2004 Amendment), and inserting the following in its place and stead:

2. To preserve the lake and the embankment only one stairway and/or walkway to a wood deck shall be allowed per lake lot. The deck shall be a maximum of 120 square feet with a maximum height of 16" above the high side grade and a minimum of 36" from the natural edge of the lake. No dock is to be erected on the lake edge or decks protrude into the lake. No impervious area such as concrete walks or concrete brick patios will be allowed on the embankment. 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. The embankment shall be grassed and maintained by the *Homeowner*. 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.

This Amendment to the Covenants shall run with the land, and shall be binding on all parties having or hereafter acquiring any right, title or interest in and to any part or portions of a Lot or any other property subject to the Covenants. Each Lot subject to the Covenants (or portion thereof) shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to this Amendment.

IN TESTIMONY WHEREOF, the Association has caused this instrument to be signed in its corporate name by its duly authorized officer, the day and year first above written. Builders Innovation joins in the execution of this Amendment to confirm that



IN TESTIMONY WHEREOF, the Association has caused this instrument to be signed in its corporate name by its duly authorized officer, the day and year first above written. Builders Innovation joins in the execution of this Amendment to confirm that the Amendment conforms to the proposal that it submitted to the Lot owners for approval.

LAKES OF LOCKWOOD PROPERTY OWNERS ASSOCIATION, INC.,
A North Carolina non-profit corporation

By: Jeff Vanjoske
Jeff Vanjoske, Acting President

BUILDERS INNOVATION GROUP, a North Carolina LLC

By: David L. Nance
David L. Nance, Vice President of Operations

Brunswick County, North Carolina

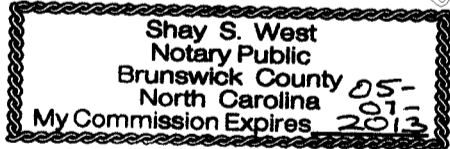
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document for the purpose stated therein and in the capacity indicated: Jeff Vanjoske, Acting President for Lakes of Lockwood Property Owners Association, Inc.

Date: September 18, 2008

Shay S. West, Notary Public
Shay S. West
(Print or Type Name of Notary Public)

(Affix Official Seal)

My commission expires: 05-07-2013



UNCERTIFIED

UNCERTIFIED



Brunswick County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document for the purpose stated therein and in the capacity indicated:

David L. Nance, Vice President of Operations for
Builder Innovation Group LLC

Date: September 18, 2008

Shay S. West

, Notary Public

Shay S. West

(Print or Type Name of Notary Public)

(Affix Official Seal)

My commission expires: 05-07-2013

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AFFIDAVIT OF TINA M. SPADAFINO

The undersigned, Tina M. Spadafino, being first duly sworn, deposes and says:

1. I am a citizen of the State of North Carolina. I am above the age of eighteen years and not subject to any legal disabilities. I make the following statements of my personal knowledge, except as to those matters stated on information and belief, and as to them, I believe them to be true.

2. In 2004 my husband and I purchased Lot 121 located in the Lakes of Lockwood subdivision in Brunswick County, North Carolina. We have continuously resided at the property since 2004.

3. As owners of Lot 121, my husband and I are members of the Lakes of Lockwood Property Owners Association, Inc. ("Association"). Likewise, owners of the other residential lots at the Lakes of Lockwood are members of the Association.

4. I was elected secretary of the Association for a one-year term in 2004. I was re-elected to a second one-year term in 2005.

5. Among other secretarial duties, I sent members of the Association notice of the Association's annual meetings, and maintained the Association's books and records.

6. The Association's 2005 annual meeting was held on September 30, 2005 (the "2005 Meeting"). Several weeks prior to the 2005 meeting, I received a proposed amendment to the Protective Covenants for the Lakes at Lockwood Subdivision (the "Covenants") from Mr. David Nance of Builders Innovation.

7. Not less than 10 nor more than 60 days in advance of the 2005 Meeting, I sent each owner of a residential lot at the Lakes at Lockwood Subdivision notice of the meeting that included a general description of the Proposed Amendment.

8. The Covenants of the Lakes at Lockwood assign one vote to each residential lot subject to the Covenants. At the time the 2005 Meeting, the owners of 125 lots were entitled to cast votes. More than ten percent of the persons entitled to cast votes were present in person or by proxy at the beginning of the 2005 Meeting.

9. Mr. Nance spoke in support of the Proposed Amendment during the 2005 Meeting. No one spoke in opposition. The Proposed Amendment was then put to a vote by written ballot, a specimen copy of which is attached hereto as Exhibit A.

10. I tallied the written ballots and determined that 76 votes were cast in favor of the Proposed Amendment. I announced at the 2005 Meeting that the membership had approved the Proposed Amendment to the Covenants.



11. I placed the written ballots from the 2005 Meeting in the Association's books and records. I completed my final term as secretary in 2006, at which time I delivered the Association's books and records to my successor.

12. At no time have I received any notice from the Association or a lot owner challenging or otherwise questioning the membership's approval of the Proposed Amendment at the 2005 Meeting.

The affiant says nothing further.

This the 27th day of August 2008.

Tina M. Spadafino
Tina M. Spadafino

Brunswick County, North Carolina

Sworn to and subscribed before me this day by Tina M. Spadafino.

Date: August 27th, 2008

Holly D. Biasi
Notary Public



My Commission Expires: 1-13-12