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AMENDED 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, 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 Original Covenants have been amended from time to time by instruments duly recorded in Deed Book 1656 at Page 616, Deed Book 1690 at Page 660, Deed Book 1770 at Page 873 and Deed Book 2016 at Page 242 of the Brunswick County Registry, North Carolina; 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 tranquility of the single family residential environment of the Subdivision,

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(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 an property Owner or any other persons from building or carrying on any activity in the Subdivision to the detriment of any Owners of Lots on 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 propertied or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each Owner thereof.

## ARTICLE I SUPPLEMENTAL DECLARATIONS

1. <u>ARTICLE II Section # 2</u> of the Supplemental Declarations recorded in Deed Book 1777 at Page 874 of the Brunswick County Registry, North Carolina shall be deleted in its entirety and replaced with

Every dwelling must have in the front yard, a lamppost and light to match the existing exterior lights or may follow the color theme or design of the improved structure on the lot. All lampposts should have a device to provide illumination from dust to dawn. All lampposts that cannot be refitted with such a device must be turned on by the Homeowner from dusk to dawn.

2. <u>ARTICLE II Section # 3</u> of the Supplemental Declarations recorded in Deed Book 1777 at Page 874 of the Brunswick County Registry, North Carolina shall be deleted in its entirety and replaced with

All Owners shall be required to place at the Homeowners expense, a white mailbox placed upon a white post to conform to the existing style of the Community. Each new mailbox must be reviewed by the Architectural Review Board.

3. <u>ARTICLE I Section #11</u> of the Amended Declaration recorded in Deed Book 1690 at Page 663 of the Brunswick County Registry shall be deleted in its entirety and replaced with

No perimeter fence shall be placed within 40 feet from the front setback line.



Only vinyl or wood fences, 6 feet or less in height, are allowed. In no event shall any chain-link, cyclone or a metal fence be permitted. No outside fences shall be allowed on lake lots. This shall no prohibit the use of invisible fences for pets. Fences on lots adjacent to the common areas are allowed, but such fences must be approved by the Architectural Review Board prior to installation.

4. <u>ARTICLE VII Section 9. Satellite Dishes</u> of the original Declaration recorded in Deed book 1610 at Page 147 of the Brunswick County Registry shall be deleted in its entirety and replaced with

Satellite dishes shall not be placed in the front of the property. Properly maintained satellite dishes may be placed in the rear of the property with the prior approval of the Architectural Review Board. Before installation, if the satellite company insists that proper reception cannot be received in the rear of the property, with prior approval of the Architectural Review Board, the satellite dish can be installed on the side of the property. A satellite dish can never be placed in the front property.

IN WITNESS WHEREOF, the Developer has executed this Amended Declaration this day of 0ct, 2008

LAKES OF LOCKWOOD, INC

Vice President

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## BRUNSWICK COUNTY NORTH CAROLINA

I, Son's J. Milliagn, a notary public of the state and county aforesaid, do hereby certify that Jeffrey Joseph Vanjoske personally appeared before me this day, and acknowledged that he/she is the VICE PRESIDENT of LAKES OF LOCKWOOD, INC., and that by that by authority duly give 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 do day of The Oct., 2008

commission expires: 11.33.08

Notary Public

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