



**AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF  
LAKES OF LOCKWOOD**

This Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lakes of Lockwood is made on this the 17<sup>th</sup> day of MAY, 2010, by Lakes of Lockwood Property Owners Association, Inc., a corporation existing under the Laws of the State of North Carolina, hereinafter referred to as the "Association";

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements of Lakes of Lockwood is recorded in Book 1610, Page 141 of the Brunswick County Registry, hereinafter referred to as the "Declaration"; and

WHEREAS, the Declaration provides that the restrictions, covenants and conditions therein shall run with the real property and be binding on all parties having any right, title or interest in the real property to which it applies; and

WHEREAS, the Association, with the consent of the Declarant, deems it expedient to make certain amendments and modifications to the Declaration, none of which materially alter the plan of development set forth in the Declaration; and

WHEREAS, Section 10 of the Declaration provides, in part, that the covenants, conditions, reservations and restrictions contained therein may be amended in any way by an instrument in writing signed by two-thirds of the then lot owners; provided, however, any such change shall apply to all lots equally or shall be less restrictive than the Declaration if the amended provisions apply to less than all of the lots; and

WHEREAS, after notice duly given to all of the lot owners by the Association, two-thirds of the lot owners have consented to and executed written consents authorizing the amendments to the Declaration set forth herein, which written consents appear in and are part of the records of the Association; and

WHEREAS, the amendments to the Declaration set forth herein apply to all of the lot owners equally; and

WHEREAS, Lakes of Lockwood, Inc., the Declarant, is no longer in existence and all attempts to secure the joinder of the Declarant in this amendment have failed.

NOW, THEREFORE, the Association and Declarant, pursuant to the provisions of the Declaration and with the consent of over two-thirds of the lot owners, does hereby amend and modify the Declaration as follows:

Amendment One

Presenter	Lakes of Lockwood		Ret.	K
Total	20	Rev		Int.
C \$		Chk #		Cash \$
Funds		Card #		Finance
<input type="checkbox"/> Terms of title to be subject to condition				
condition: NS \$25				
<input type="checkbox"/> Instrument to be recorded by original instrument or a true and correct copy thereof.				

UNCERTIFIED



Section 7 of Article V of the Declaration is amended to provide as follows:

Section 7. Rate of Assessment. Annual and special assessments may be collected on monthly, quarterly, semi-annual or annual bases. Annual and special assessments of Owners of unimproved lots may be fixed at a rate lower than those of Owners of improved lots.

Amendment Two

Section 37 of Article VII of the Declaration is deleted.

Amendment Three

Paragraph (c) under Section 39 of Article VII of the Declaration is amended to provide as follows:

Section 39.

(c) Owners temporary "For Sale" or "For Rent" of durable construction and professional appearance not in excess of 2' x 3'. Owners shall be restricted to one such sign per lot and such sign shall be positioned at least 10 feet from the street. Informational boxes are to be adjacent.

Amendment Four

Section 43 of Article VII of the Declaration is amended to provide as follows:

Section 43. No use of any non-street legal motorcycles, mini-bikes, go-carts or ATV's (All Terrain Vehicles) shall be permitted in the Development at any time.

Amendment Five

Section 44 of Article VII of the Declaration is amended to provide as follows:

Section 44. A small collapsible camper trailer or one (1) boat that is not larger than twenty-three (23) feet may be kept on an approved concrete pad which must be approved by the Architectural Review Board. In no event may a self-contained motor-driven camper be placed on any lot or common area. Any approved camper or boat must be licensed in North Carolina, tagged, and in good repair.

Except as amended herein, the Declaration, together with the covenants, conditions, reservations and restrictions contained therein, shall remain in full force.

IN TESTIMONY WHEREOF, this Amendment has been executed by the Declaration and Developer on this day and year first above written.

Lakes of Lockwood Property



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Brenda M. Clemmons  
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Owners Association, Inc.

By: *Donald Perham Jr.*  
Its \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, Pinta Todd, a notary public of the County and State aforesaid, certify that Donald L Perham Jr. President personally came before me and who being duly sworn and personally known to me or I have seen satisfactory evidence of above named person by state or federal photograph identification (\_\_\_\_\_), acknowledged that he is Donald L Perham Jr. President of Lakes of Lockwood Property Owners Association, Inc., a North Carolina Corporation and that he as President being authorized to do so, executed the foregoing instrument on behalf of the aforesaid Corporation in the capacity herein stated and acknowledge the foregoing instrument to be the act and deed of said Corporation.

Witness my hand and official seal or stamp this 1 day of May, 2010.

*Pinta Todd*  
Notary Public  
Pinta Todd  
Notary Printed or typed name  
My Commission Expires: 10-07-2011



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