John St

BOOK 1010 PAGE 675

191 AUG 1 PM 2 46

Declaration of Covenants, Conditions and Restrictions for Grantwood

This Declaration of Covenants, Conditions and Restrictions (this "Declaration") made this 3/ day of July, 1991, by Harvey D. Bradshaw (the "Developer").

WITNESSETH:

Whereas, the Developer owns certain real property located in Stump Sound Township, Onslow County, North Carolina, which he is developing as a project known as "Grantwood," the legal description of which is attached as Exhibit "A," and made a part hereof; and

Whereas, the Developer plans to develop Grantwood in phases and desires the right to make additional phases of Grantwood subject to the terms and conditions of this Declaration at such times as the Developer, in his discretion, deems appropriate; and

Whereas, the Developer, by his execution and recording of this Declaration, submits the First Phase of Grantwood to the terms and conditions of this Declaration, said First Phase being more particularly described as follows:

Being all of Section 1, Lots 1-5, as shown on a plat entitled Subdivision of Grantwood, dated July 31, 1991, as shown in Map Book 27, Page 222 Onslow County Registry; and

Whereas, the Developer desires to create in Grantwood a residential community with certain infrastructure and amenities such as entrances, roads, passive and active recreation areas, drainage areas, and other Common Property dedicated to and for the benefit of the Owner of each lot in Grantwood; and

Whereas, the Developer desires to provide for the preservation of the values and amenities in Grantwood and for the maintenance of the common property, and to that end desires to subject the First Phase to the covenants, conditions, restrictions, charges, easements, and liens described below, each of which is and are for the benefit of the First Phase and each lot Owner thereof; and

Whereas, the Developer deems it desirable, for the efficient preservation of the values and amenities in Grantwood, to establish the Grantwood Homeowners Association, inc., a corporation to be incorporated under the laws of the State of North Carolina to which will be delegated the powers of operating, maintaining and administering the common property, administering and enforcing these covenants, conditions and restrictions, and collecting and disbursing the charges hereinafter created.

Now, therefore, the Developer hereby declares that the First Phase is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens (the "Covenants"), described below which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having any right, title or interest in the First Phase or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Developer and each Owner thereof.

Article 1 Definitions

The following words used in this Declaration or any supplemental declaration, unless the context otherwise prohibits, will have the following meanings:

A. "Association" shall mean and refer to the Grantwood Homeowners Association, Inc., a North Carolina corporation, and its successors and assigns.

For amerament refer to the 12 53 Pack 98 8.4.95

B. "Board" shall mean the Board of Directors of the Grantwood Homeowners Association.

Inc

- C. "Common Property" shall mean all real property (including improvements thereon) owned by the Association for the common use of the Owners and the Association.
- D. "Developer" shall mean and refer to Harvey D. Bradshaw, and his successors and assigns that may be designated as set forth herein.
- E. "Dwelling Unit" shall mean and refer to any portion of a building in Grantwood designed and intended for use and occupancy as a single family residence.
- F. *Lot* shall mean and refer to each platted lot as shown on any plat of property located in Grantwood, and shall refer to the lands described herein except those lots which may be conveyed to the Association.
- G. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot or living unit which is located in Grantwood; but, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title through foreclosure or any proceeding in lieu of foreclosure.
- H. "Property" shall mean and refer to the real property described as the First Phase of Grantwood, and any other real property which the Developer may from time to time subject to the terms and conditions of this Declaration in accordance with the terms hereof.

Article II Property Subject to this Declaration

The real property which initially is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is described in the recitals herein as the First Phase of Grantwood or the Property.

Article III Transfer of Rights and Obligations

Upon a merger or consolidation of the Association with another Association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by the Declaration within the Property together with the covenants established on any other properties as other phases of Grantwood are constructed. No such merger or consolidation, however, shall effect any revocation, change, or additions to the covenants established by this Declaration within the Property, except as otherwise provided in this Declaration.

Article IV Property Rights

- A. <u>Owner's Easements of Enjoyment</u>. Every Owner will have a nonexclusive perpetual right and easement of enjoyment in and to the Common Property, which shall be appurtenant and shall pass with the title to every Lot subject to the following provisions:
 - The right of the Association to suspend the voting rights and the right to use the Common Property by an Owner for any period during which any assessment against his Lot remains unpaid.

- The right of the Association to suspend the voting rights and the right to use the Common Property by an Owner for a period of not to exceed 180 days for any infraction of its published rules and regulations.
- 3. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument, signed by 2/3 of each class of members, agreeing to such dedication or transfer has been recorded.
- B. <u>Delegation of Use</u>. Any Owner may delegate his or her right of enjoyment to the Common Property to family members, tenants, or contract purchasers who reside on the property.
- C. <u>Construction and Sales</u>. There is hereby reserved to the Developer, his designees, successors and assigns (including without limitation his agents, independent contractors, representatives, and prospective purchasers of Lots) easements over the Common Property for construction, utility installation and maintenance, display, and for ingress and egress in furtherance of the foregoing activities.
- D. <u>Easements</u>. To the extent that easements over, upon or under the Common Property are necessary so as to provide access, utility services, infrastructure (including roads, sewers, and drainage systems), and green space (including landscaped areas and conservation areas) to and for the Property, then the Association and each Owner, and his or her heirs, successors and assigns, do hereby designate and appoint the Developer as agent and attorney-in-fact, which is coupled with an interest, with full power in his or her name, place and stead, to execute instruments creating such easements. Within the easements no structure may be placed or activity conducted which is inconsistent with the purpose of the easements. Easements for drainage located on a Lot must be maintained continuously by the Owner except for those improvements and maintenance for which a utility company is responsible.

Article V Membership and Voting Rights in the Association

- A. <u>Membership</u>. Every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot, shall be a Member of the Association and agrees to be bound by the terms and conditions stated herein regarding the Association, including the payment of the initiation feand annual assessments of the Association; provided, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.
 - B. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A: Class A Members shall be every Owner of a Lot, with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lots shall be as they among themselves determine and in accordance with the Association's By-Laws, but In no circumstances shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B Member shall be the Developer and his successors and assigns. The Class B Member shall be entitled to five (5) votes by virtue of his role as Developer and in addition, shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease when the Developer no longer holds a property interest in any portion of Grantwood.

Art cle VI Covenant for Maintenance Assessments

A. <u>Creation of the Lien and Personal Obligation for Assessments</u>. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed

Book: 1010 Page: 675 Seg: 3

٠١

thereof, whether or not it shall be so expressed in such deed, is deemed to covernant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, the initiation fee, and such assessments and fees to be established and collected as hereinafter provided. Any annual and special assessments and initiation fees from time to time remaining unpaid, together with interest, cost and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment and fee together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or fee fell due. The personal obligation for delinquent assessments or fees shall not pass to his or her successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the public record giving notice to all persons that the Association is asserting a lien upon the Lot.

- B. <u>Purpose of Assessment and Initiation Fee</u>. The assessments and the initiation fee levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the maintenance of the Common Property, including, but not limited to:
 - 1. Payment of the costs of incorporating and operating the Association;
 - 2. Maintenance, landscaping, and improvement and operation of water retention and management areas, open space, greenbelt areas, conservation areas, and conservation buffer areas:
 - 3. Maintenance, landscaping, and improvement of entrance areas to Grantwood;
 - Maintenance, landscaping, improvement and operation of active and passive recreation facilities and areas, and the Common Property;
 - Maintenance, landscaping and improvement of lands dedicated to the Association or a maintenance authority which are located within or adjacent to Grantwood;
 - 6. Payment of taxes, insurance, labor and equipment;
 - Repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the aforesaid purposes;
 - 8. Doing any other thing necessary or desirable in the judgment of said Association, to keep Grantwood attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards.

C. Maximum Annual Assessments.

- 1. <u>Annual Assessment</u>. Until January 1st of the year immediately following the conveyance of the first Lot by the Developer, the maximum annual assessment shall be \$250.00
- 2. <u>Increase in Annual Assessment.</u> From and after January 1st of the year immediately following the conveyance of the first Lot by the Developer, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment of the previous year without a vote of each class of membership. The maximum annual assessment may be increased above 10% by a vote of 2/3 of each class of members who are voting in person or by proxy at a duly called meeting for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting.

- 3. <u>Special Assessments for Capital Improvements</u>. In addition to the annual assessments authorized above, the Association may levy a special assessment for capital improvements consistent with the uses set forth in Paragraph B above. Any special assessment shall require the assent of 2/3 of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.
- D. <u>Date of Commencement of Annual Assessments: Due Date.</u> The annual assessment provided for herein shall commence as to all Lots on the first day of the month following conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, or on behalf of any Member, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot Is binding upon the Association as of the date of its issuance.
- E. <u>Uniform Rate of Assessment</u>. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis or such other basis as may be established by the Board; provided, however, that for so long as there exists any Class B Members, the Developer may elect to pay the annual assessment on unsold Lots owned by the Developer at a rate equal to 10% of the current annual assessment.
- F. Effect of Nonpayment of Assessments. If any assessments are not paid on or before the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereon as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his or her heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his or her successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the public record giving notice to all persons that the Association is asserting a lien upon the Lot.
- If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the Lot and there shall be added to the amount of such assessment interest, the cost of the action, including reasonable attorneys' fees, whether or not judicial proceedings are involved and including legal feed and costs incurred on any appeal of a lower court decision.
- G. <u>Subordination of Lien to Mortgages</u>. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot subject to assessment. The subordination shall not release such Lot from liability for any assessments now or hereafter due and payable. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. Notwithstanding any provision to the contrary contained in this Declaration, this Paragraph may not be amended unless all first mortgage holders join in and consent to any such amendment.
- H. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein; all property to the extent any easement or other interest therein is dedicated to public use, all Common Property, and all property exempt from taxation by the State of North Carolina.
- Initiation Feg. At the time an Owner acquires title to a Lot or Dwelling Unit, whether title
 is acquired from the Developer of from another Owner, that Owner shall pay the Association an initiation
 fee of \$250.00.

Article VII Architectural Review Board

- A. Scope of Authority. No building, fence, wall, pool or other structure shall be commenced, erected or maintained in Grantwood, nor shall any exterior addition to or change or alteration be made thereon, (said works being hereinafter cumulatively referred to as "proposed improvements") until the plan and specifications showing the nature, kind, shape, height, materials, location, and landscaping of same, shall be submitted to and approved by the Architectural Review Board in writing as to harmony of external design and location in relation to surrounding structures and topography. The approval of the proposed structure shall not constitute an endorsement of the fitness or integrity of the structure.
- B. <u>Composition</u>. The Developer shall form a committee known as the "Architectural Review Board" consisting of not less than three or more than seven persons. As long as the Developer owns any Lot, the Developer will be entitled to appoint all the members of the Architectural Review Board, and to remove any such members, and appoint successors thereto, with or without cause. At such time as the Developer ceases to own any Lots, the Architectural Review Board shall be appointed by the Board and shall serve at the pleasure of said Board.
 - C. <u>Duties</u>. The Architectural Review Board shall have the following powers and duties:
 - To review and approve or disapprove all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained in Grantwood. Plans and specifications shall be provided the Architectural Review Board by the Owner or his or her agent at least 30 days prior to the planned commencement of construction.
 - 2. To review and approve or disapprove and such plans and specifications. The Architectural Review Board may disapprove plans or specifications if, in its sole discretion, the Architectural Review Board determines that the proposed structure is inconsistent with the architectural tenor of Grantwood or for any other reason relating to the quality of life in Grantwood. The Architectural Review Board's review must be completed within 30 days of receipt of complete plans and specifications for the proposed improvement. If the Architectural Review Board fails to complete the review within 30 days, the proposed structure will be deemed approved.
 - 3. To establish rules for review consistent with this Declaration and the Articles of Incorporation and By-Laws of the Association.

Article VIII Restrictive Covenants

- A. <u>Land Use</u>. There shall be no resubdivision of Lots, except the Developer is not subject to this restriction. Lots shall be used only for residential purposes, except that the Developer, real estate brokers, Owners and their agents may show Lots and residences thereon for sale or lease. The Developer, his agent or assigns has the right to use the Lots and houses erected thereon for sales offices, field construction offices, property management offices, model homes, passive and active recreation, conservation, a plant nursery, a church, a cemetary, a day care center, or such other uses as the Developer in his sole discretion deems appropriate.
- B. <u>Dwelling Size</u>. No Dwelling Unit shall be allowed or erected on any Lot in the Grantwood except a house for the use and occupancy of one family. Single family residential units shall have a minimum square footage of 1,500 square feet of enclosed living area, exclusive of garages and patios. Detached garages, servants quarters and utility buildings may be allowed by the Architectural Review Board; provided, however, that any such structures must be built after or concurrent with the construction of a Dwelling Unit.

- C. <u>Building Location</u>. Dwelling Units shall not be erected closer than 40 feet to the front lot line, closer than 25 feet to the rear lot line, or closer than 15 feet to any interior side lot line; provided, however, that Dwelling Units constructed on waterfront lots may be located as close to the rear lot line as is permissible under local, state and federal regulations. Dwelling units situated on any corner lot shall not be erected closer than 40 feet to any side street right-of-way. All Dwelling Units shall face the street upon which the Lot faces.
- D. <u>Dwelling Unit Characteristics</u>. No Dwelling Unit shall exceed 45 feet in height, nor exceed three stories. Each Dwelling Unit shall have a clearly defined parking area that permits vehicles to be parked so they are not visible from the street. All garage doors shall be maintained in a usable condition. No garage shall be converted into a living area. All garages shall be side or rear entry unless impracticable because of the topography of the Lot.
- E. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professionally prepared sign of not more than four square feet advertising the property for sale or rent, or signs used by the Developer to advertise the Lot for sale. All signs shall be subject to the approval of the Developer, including those used in subsequent resales, in order to avoid a multiplicity and diversity of signage within Grantwood. The Developer's right to approve signs will cease when he owns no Lots within Grantwood.
- F. Game and Play Structures. All basketball backboards and other fixed game and play structures shall be located at the side or rear of the Dwelling Unit so as to remove them from public view from the front lot line. Tree houses or platforms of a like kind shall not be constructed.
- G. Fences. No boundary wall, fence or hedge shall be constructed or grown with a height of more than six feet above the ground level of the adjoining property. Any questions concerning the height shall be conclusively determined by the Architectural Review Board. No boundary wall, fence or hedge shall be located forward of the minimum front setback line. Fences must be made of stone, wood, brick, wrought iron, or green vinyl-coated chain link. Green vinyl-coated chain link fences shall only be allowed in rear yards. The Architectural Review Board is not obligated to approve any wall, fence or hedge and prior approval for such does not require or imply approval in the future under similar circumstances. Any gates which provide driveway access shall be equipped with an automatic gate opener within one year after construction.
- H. <u>Swimming Pools</u>, <u>Spas</u>, <u>and Hot Tubs</u>. Swimming Pools, spas, and hot tubs constructed on a Lot are subject to the following conditions:
 - Construction of swimming pools and spas may be only of concrete or of a concrete-like material. Construction of hot tubs may be of concrete, fiberglass, stone, or wood, but in all cases the exterior of any hot tub placed aboveground shall be of wood or stone.
 - 2. The outside edge of any pool may not be closer than 15 feet to the side or rear lot lines.
 - Swimming pool screening may not be higher than 20 feet. Pool screening shall consist of bronze anodized aluminum or similar material and shall not consist of regular mill finish aluminum or silver. Other co ors may be approved by the Architectural Review Board.
 - 4. Pumps and plumbing shall be screened from public view.
- 1. Condition of Build no and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept conditions of a Dwelling Unit or grounds on his or her Lot so as to decrease the attractiveness of Grantwood. This restriction shall apply before, during, and after construction of a Dwelling Unit.

- J. <u>Garbage and Trash Disposal</u>. No Lot shall be maintained or used as a dumping ground for trash. All trash shall be kept in a sanitary container and, except during pickup, if required to be placed at the curb, all containers shall be kept at the rear of the Dwelling Units so they are not visible from the street.
- K. <u>Oil and Gas Containers</u>. All oi tanks and bottled gas containers shall be placed underground or shall be situated so as not to be visible from the street or the adjoining property.
- L. <u>Prohibited Activities: Pets: Offens ve Activities.</u> No noxious or offensive activities shall be carried upon any Lot, nor shall anything be done thereon to cause embarrassment, discomfort, annoyance, or nuisance to Owners within Grantwood. Any violation of these Covenants shall be deemed to be a nuisance. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of other Lots in Grantwood.

No livestock or poultry shall be kept on any Lot; provided, however, that the Developer may dedicate Common Property to be used specifically for the housing, care, and enjoyment of horses and other livestock by the Owners in Grantwood. No exotic animals shall be kept on any Lot. Domestic pets may be kept on a Lot but shall not be bred for commercial purposes. All domestic pets shall be kept within an enclosed area of a Lot when not on a leash or under the direct control of an Owner. All pets, including cats, are prohibited from venturing off a Lot without being leashed or under the direct control of an Owner.

No clotheslines, antennas, satellite dishes, or other detached structures of this type may be erected so as to be visible from the front Lot line or adjacent Lots.

- M. <u>Vehicle Parking</u>. No trucks used for commercial purposes, motor homes, trailers, vans, campers, boats or recreational vehicles of any kind shall be permitted to be parked in a location visible from the street or an adjacent Lot for more than 24 hours unless the same is present and necessary in the actual construction and repair of structures on the Lot. No automobiles, vans, trucks, recreational vehicles, motor homes, trailers, campers or boats shall be parked overnight on the public streets or rights-of-way within Grantwood. Each Dwelling Unit shall provide a clearly defined parking area so parked vehicles are not visible from the street. The parking area may be made of concrete or similar material, brick, or wood chips enclosed by a border.
- N. <u>Temporary Structures</u>. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. Moreover, no garage or structure other than a builder's temporary structure shall be erected on any Lot prior to the construction of a Dwelling Unit.
- O. <u>Window Unit Air Conditioners</u>. Window unit air conditioners shall not be allowed on Dwelling Units, but may, at the sole discretion of the Architectural Review Board, be allowed on detached utility buildings if the air conditioners are not visible from the street or adjacent Lots.
- P. <u>Building Materials</u>. All building materials will be stored in a safe and neat manner during the course of construction on a Lot. Once begun, construction on a Lot shall progress expeditiously. Under no circumstances shall construction of a Dwelling Unit last more than nine months between initiation and completion of construction.
- O. <u>Effect on Drainage</u>. No construction shall occur which significantly alters natural drainage flows or the function of stormwater management systems.

Article IX General Provisions

A. <u>Duration</u>. The Covenants of this Declaration shall run with and bind the land and the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the

Owner of any Lot subject to this Declaration, their representatives, heirs, successors and assigns, for a term of fifty years from the date this Declaration is recorded, after which said Covenants shall automatically be extended for successive periods of ten years unless otherwise amended as hereinafter provided.

- B. <u>Enforcement</u>. Enforcement of these Covenants may be by any proceeding at law or in equity against any person violating or attempting to violate these Covenants, either to restrain violation or recover damages, or both, and against the land to enforce any lien created by these Covenants; failure by the Association or any Owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. It shall be the right of the Association, the Developer or an Owner to prosecute any proceeding at law or in equity against any person violating or attempting to violate these Covenants.
- C. <u>Waiver of Violations</u>. The Developer reserves the right to waive any violations of the Covenants contained in this Declaration, in the event the Developer shall determine, in his sole discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography. All waivers must be in writing and signed by the Developer prior to the initiation of the construction requiring the waiver. Failure to comply with these requirements will make any subsequent waiver invalid.
- D. Maintenance of Lots. In the event an Owner of any Lot shall fail to maintain the Lot and improvements situated thereon in a manner satisfactory to the Board and after a 30 day notice by the Board to the Lot Owner and upon approval of 2/3 vote of the Board, the Association shall have the right, through its agents or employees, to enter upon said Lot to repair, maintain and restore the Lot and the exterior buildings and other improvements directed thereon. The entry onto such Lot for such purposes shall not constitute trespass. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject and shall be a lien on such Lot enforceable in the same manner as the assessments provided for herein.
- E. <u>Attorneys' Fees.</u> In the event any action shall be brought by the Developer, Association or any Owner for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agreed that all costs, including reasonable attorneys' fees at the trial court and appellate levels, incurred by the plaintiff in such legal proceeding, which result in the successful enforcement of this Declaration, shall be borne in full by the defendant in such proceedings.
- F. <u>Amendment by Developer</u>. Notwithstanding anything to the contrary contained herein, the Developer shall have the right to amend this Declaration without the consent, approval or joinder of any Owner, so long as the amendment does not impair the security of loans made for the purchase of Lots and construction thereon.
- G. Amendment by the Association. The Declaration may be amended by the consent of 75% of the votes of both classes of members of the Association who are voting in person at a meeting of the Association called for that purpose. No amendment may impair the security of loans made for the purchase of Lots and construction thereon.
- H. Conveyance of Common Areas. The Developer specifically reserves the right to dedicate to the Association as Common Property any properties within Grantwood owned by the Developer, including but not limited to entranceways, roads, passive and active recreational areas, wetlands, drainage systems, and conservation areas. The Developer makes no commitments as to what properties and amenities thereon, if any, will be dedicated as Common Property to the Association.
- Assignment of Developer's Rights and Obligations. Any and all rights, powers and reservations of the Developer may be assigned to any entity which will assume the duties of the Developer pertaining to the particular rights, powers and reservations assigned.
- J. <u>Additional Phases</u>. The Developer may add and subject such additional property to the terms and conditions of this Declaration as he deems appropriate, without the consent of any Owner or the Association. To add additional property, the Developer shall duly execute and record in the public record

an amendment to this Declaration, setting forth the description of the additional property. If such membership has been previously terminated, the addition of the property shall reestablish the Developer's Class B membership and all rights and powers pertaining thereto.

If the Developer elects not to add all or a portion of any other real property which he owns adjoining Grantwood, there is hereby reserved to the Developer a perpetual non-exclusive easement and license on the Property for the use by the Developer.

K. <u>Severability</u>. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

In witness whereof, the Developer has cause these presents to be executed as of the date and year first above written.

Valerie C. Janell

Jynn S. Marthews

State of North Carolina

County of Onslow

I hereby certify that on this day, before me an officer duly authorized in the State and County aforesaid, personally appeared Harvey D. Bradshaw, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before the executing same.

Notery Public
My Commission Expires: 6-11-91

12 Rose

BOOK 1253 PAGE 98

NORTH CAROLINA

AMENDMENT TO BOOK 1010, 1975 AUG -8 AN II: 36PAGE 675, RESTRICTIVE COVENANTS

ONSLOW COUNTY

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, the same as if the area had been originally included in said instrument; to-wit:

Lying and being in Stump Sound Township, Onslow County, State of North Carolina, and being more particularly described as follows:

Commencing at an existing iron rod in the approximate mean high water line of Everetts Creek and being the northernmost corner of Lot 1, Section I, Grantwood as recorded in Map Book 27, page 222, Onslow County Registry and being THE TRUE POINT OF BEGINNING, thence from the above described true point of beginning and along the approximate mean high water line of Everetts Creek the following courses and distances: North 84 degrees 15 minutes 36 seconds East 35.15 feet, South 58 degrees 09 minutes 28 seconds East 18.75 feet, South 63 degrees 39 minutes 58 seconds East 260.21 feet, South 75 degrees 07 minutes 14 seconds East 83.44 feet, South 49 degrees 41 minutes 42 seconds East 62.69 feet, South 35 degrees 51 minutes 08 seconds East 48.82 feet, South 30 degrees 48 minutes 51 seconds East 48.82 feet, South 30 degrees 48 minutes 19 seconds West 29.75 feet, South 30 degrees 24 minutes 30 seconds East 49.59 feet, South 62 degrees 22 minutes 30 seconds East 49.59 feet, South 62 degrees 22 minutes 02 seconds East 182.47 feet, South 19 degrees 06 minutes 29 seconds East 127.17 feet, South 10 degrees 00 minutes 36 seconds East 114.01 feet, South 52 degrees 17 minutes 43 seconds East 114.01 feet, South 70 degrees 40 minutes

35 seconds East 51.63 feet, South 86 degrees 40 minutes 56 seconds East 112.65 feet, North 76 degrees 44 minutes 04 seconds East 89.69 feet, North 44 degrees 42 minutes 33 seconds East 81.95 feet, North 53 degrees 08 minutes 07 seconds East 101.23 feet, North 69 degrees 45 minutes 52 seconds East 15.74 feet, North 20 degrees 05 minutes 51 seconds East 34.28 feet, North 37 degrees 04 minutes 49 seconds East 110.67 feet, North 38 degrees 44 minutes 49 seconds East 79.00 feet. North 40 degrees 44 minutes 49 seconds East 79.00 feet, North 40 degrees 07 minutes 02 seconds East 62.36 feet, North 77 degrees 55 minutes 54 seconds East 149.37 feet, South 67 degrees 31 minutes 34 seconds East 56.69 feet, South 24 degrees 45 minutes 57 seconds East 30.82 feet, South 28 degrees 55 minutes 51 seconds West 170.50 feet, South 20 degrees 02 minutes 17 seconds West 145.76 feet, South 01 degrees 40 minutes 32 seconds East 108.64 feet, South 02 degrees 02 minutes 50 seconds East 67.42 feet, South 11 degrees 46 minutes 23 seconds East 47.20 feet, South 44 degrees 02 minutes 19 seconds East 86.79 feet to a point, thence leaving said approximate mean high water line South 32 degrees 58 minutes 15 seconds West 329.02 feet, North 45 degrees 28 minutes 13 seconds West 93.60 feet, South 56 degrees 21 minutes 55 seconds West 159.23 feet, South 86 degrees 17 minutes 55 seconds West 159.23 South 28 degrees 55 minutes 51 seconds West 170.50 South 86 degrees 17 minutes 55 seconds West feet, North 73 degrees 46 minutes 04 seconds West 159.23 feet, South 30 degrees 40 minutes 13 seconds West 335.48 feet, South 59 degrees 17 minutes 13 seconds West 40.00 feet, South 51 degrees 28 minutes 33 seconds West 40.00 feet, South 51 degrees 28 minutes 33 seconds West 254.49 feet, South 82 degrees 37 minutes 39 seconds West 155.29 feet, North 12 degrees 05 minutes 19 seconds West 150.00 feet, South 77 degrees 54 minutes 41 seconds West 90.00 feet, North 26 degrees 06 minutes 27 seconds West 275.23 feet, North 11 degrees 23 minutes 32 seconds West 280.43 feet, South 77 degrees 280.43 feet, South 77 degrees 280.43 feet, Seconds West 280.43 feet, South 77 degrees 280.43 feet, South 87 degrees 380 d 11 degrees 23 minutes 32 seconds West 280.43 feet, South 79 degrees 11 minutes 29 seconds East 143.82 feet, North 37 degrees 15 minutes 16 seconds West 413.63 feet, North 80 degrees 22 minutes 04 seconds East 150.00 feet, North 42 degrees 45 minutes 51 seconds West 135.21 feet, North 21 degrees 26 minutes 11 seconds West 78.44 feet, North 03 degrees 58 minutes 55 seconds East 63.40 feet, North 19 degrees 32 minutes 18 seconds East 143.45 feet, North 62 degrees 50 minutes 31 seconds East 14.02 feet, North 15 degrees 36 minutes 05 seconds East 167.28 feet, North 20 degrees 56 minutes 44 seconds East 155.97 feet, North 39 degrees 55 minutes 50 seconds East 155.97 feet, degrees 55 minutes 50 seconds East 155.97 feet, rth 58 degrees 43 minutes 38 seconds East 162.73 39 feet, North 59 degrees 58 minutes 58 seconds East 96.85 North 35 degrees 58 minutes 37 seconds East 196.66 feet to an existing iron rod in the approximate mean high water line of Everetts Creek, the beginning, and containing 54.16 acres as calculated by Charles Francis Riggs, R.L.S. (L-2981) on December 11, 1991 and not from an actual survey. The courses contained within are correct in angular relationship and are referenced to Map Book 25, page 212, Onslow County Registry.

SAVING AND EXCEPTING THEREFROM Section I, Lots 1-5, as shown on a plat entitled Subdivision of Grantwood, dated July 31, 1991, as shown in Map Book 27, page 222, Onslow County Registry, which were heretofore made subject to said restrictions by instrument recorded in Book 1010, page 675, Onslow County Registry.

BOOK 1253 PAGE 100

And being a part of that tract of land described in and conveyed by a certain deed from A. Harold Ketchum et al to Harvey D. Bradshaw, dated December 11, 1981 and recorded on December 31, 1981 in Book 614, page 343, Onslow County Registry.

IN TESTIMONY WHEREOF the said HARVEY D. BRADSHAW has hereunto set his hand and seal this the day and year first above written.

Witness:

Witness:

I. Markett Carolina, Onslow County

I. Markett County, North Carolina, do hereby certify that HARVEY D. BRADSHAW, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed.

Witness my hand and netshial seal this the

PUBLIC

Whotery Fublic

STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate of Agnes M. Marshall is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Onslow County, North Carolina, in Book

1253, page 98

This the 8th day of August A.D., 19 95 at

Milled M. Marshall

Register of Deeds | A.D., 19 95 at

Milled M. Marshall

1998 JUN -3 FN 2: 01

NORTH CAROLINA ONSLOW COUNTY

BOOK 1459 PAGE 245

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

THIS the 2nd day of June, 1998, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, the same as if the area had been originally included in said instrument, to-wit:

Being all of Lots No. 1, 2, 3, and 4 as shown on that certain map entitled "GRANTWOOD, SECTION III" which map was prepared by Charles F. Riggs & Associates, Inc. and is recorded in Map Book 36, page 104, Slide J-851, Onslow County Registry, and to which reference is hereby made for a more complete and particular description.

BOOK 1459 PAGE 246

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw has hereunto set

his hand and seal this the day and year first above written.

Hamay D.G. a. Schaw (SEAL) HARVEY D. BRADSHAW

NORTH CAROLINA ONSLOW COUNTY

I, a Notary Public in and for said County and Sate, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 2nd day of June, 1998.

Notary Public PU

My commission expires: Sept 6, 2001

g/g

BOCK 1658 PAGE 840

PREPARED BY NORWOOD BOYD TISDALE, ATTORNEY AT LAW

200 00T 11 PN 3:44

NORTH CAROLINA ONSLOW COUNTY

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

THIS the 24 Dt day of June, 2000, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J, of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, the same as if the area had been originally included in said instrument, to-wit:

Being all of Lot 8, Grantwood, Section IV, as shown on that certain map or plat thereof, entitled "Final Plat of Lot 8, Grantwood, Section IV" prepared by Charles F. Riggs & Associates, Inc., dated November 10, 1999, and recorded on the 22nd day of June, 2000, in Map Book 39, page 191, Slide K-657, Onslow County Registry.

Book: 1658 Page: 840 Seg: 1

BOOK 1658 PAGE 841

Being all of Lot 19, Section II, Grantwood, as shown on that certain map or plat thereof, entitled "Final Plat of Lots 18 & 19, Section II, Grantwood" prepared by Charles F. Riggs & Associates, Inc., dated September 2, 1998, Revised January 20, 2000, and recorded on the 22nd day of June, 2000, in Map Book 39, page 190, Slide K-656, Onslow County Registry.

Being all of Lots 31, 32, 33, and 34, Grantwood, Section IV, as shown on that certain map or plat thereof, entitled "Final Plat of Lots 31, 32, 33, and 34, Grantwood, Section IV" prepared by Charles F. Riggs & Associates, Inc., dated November 10, 1999, and recorded on the 22nd day of June, 2000, in Map Book 39, page 192, Slide K-658, Onslow County Registry.

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw has hereunto set his

hand and seal this the day and year first above written.

HARVEY D. BRADSHAW (SEAL)

NORTH CAROLINA ONSLOW COUNTY

I, a Notary Public in and for said County and Sate, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 26th day of June, 2000.

My commission expires:

Sept 6, 2001

Notary Public

NOTARY

PUBLIC

COUNTY

2

Return to: Norwood Boyd Tisdale, Attorney at Law

NORTH CAROLINA ONSLOW COUNTY BOCK 1660 PAGE 495

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

THIS the 19th day of October, 2000, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, the same as if the area had been originally included in said instrument, to-wit:

Being all of Lots No. 31, 32, 33, and 34 as shown on that certain map entitled "FINAL PLAT OF LOTS 31, 32, 33, AND 34, GRANTWOOD, SECTION IV" prepared by Charles F. Riggs & Associates, Inc., dated November 10, 1999, and recorded on the 22nd day of June, 2000, in Map Book 39, page 192, Slide K-658, Onslow County Registry, and to which reference is hereby made for a more complete and particular description.

Book: 1660 Page: 495 Seg: 1

BOOK 1660 PAGE 496

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw has hereunto set his hand and seal this the day and year first above written.

Harvey D. BRADSHAW (SEAL)

NORTH CAROLINA ONSLOW COUNTY

I, a Notary Public in and for said County and Sate, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. WITNESS my hand and notarial seal this the 19th day of October, 2000.

My commission expires: Sep. 6, 2004 COUNTY.

NORTH CAROLINA, ORSLOW COUNTY
The foregoing certificate(s) of

AGNES M. MARSHALL

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1660

Page 495
This 19TH day of OCTOBER

2000
D.D., 1:10
O'clock
P. M.

Register of Deeds

Register of Deeds

P. Bay

BOOK 1919 PAGE 822

2002 OCT 30 FH 1: 38

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

RETURN TO: DONALD G. WALTON, JR., ATTORNEY AT LAW PREPARED BY TISDALE & McCONNELL, LLP, ATTORNEYS AT LAW

NORTH CAROLINA ONSLOW COUNTY

THIS the 28th day of October, 2002, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, the same as if the area had been originally included in said instrument, to-wit:

BOOK 1919 PAGE 823

Being all of Lot 7 as shown on that certain map entitled "Final Plat of Lot 7, Grantwood, Section IV" prepared by Charles F. Riggs & Associates, Inc., dated October 8, 2002, and recorded on the 17th day of October, 2002, in Map Book 43, page 164, Slide K-1591, Onslow County Registry, and to which reference is hereby made for a more complete and particular description.

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw has hereunto set his hand and seal this the day and year first above written.

HARVEYD BRADSHAW (SEAL

NORTH CAROLINA ONSLOW COUNTY

I, a Notary Public in and for said County and State, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 29th day of October, 2002.

My commission expires: Sept 6, 2006

Notar Public

Notar Public

Notar Public

NOTAR

PUBLIC

COUNTY

NORTH CAROLINA, ORSLOW COUNTY Agnes	M. Marshall
Notarvisa Public is (are) certified to be copyrect.	This instrument was presented for registration and recorded in this office in This30th_day of
2002 An 4 1:30 11 o'clock	
Mildel M. Klona	By

800X 1953 PAGE 469

733 JUL -8 TH 4 28

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

PREPARED BY TISDALE & McCONNELL, LLP, ATTORNEYS AT LAW

NORTH CAROLINA ONSLOW COUNTY

THIS the 20th day of December, 2002, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

WHEREAS Article IX, Subparagraph F of said July 31, 1991 Restrictive Covenants provides that Developer may amend the Declaration so long as the amendment does not impair the security of loans made for the purchase of lots and construction thereon; and

WHEREAS Declarant wishes to exercise his right under said paragraph;

BBK 1953 PARE 470

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, the same as if the area had been originally included in said instrument, to-wit:

Being all of Lots 5 and 6 as shown on that certain map entitled "Final Plat of Lots 5 & 6, Grantwood, Section IV" prepared by Charles F. Riggs & Associates, Inc., dated December 12, 2002, and recorded on the 19th day of December, 2002, in Map Book 44, page 3, Slide K-1670, Onslow County Registry, and to which reference is hereby made for a more complete and particular description.

The building location provisions of the covenants shall not apply. The front, side and rear set backs shall be as per the above referenced recorded map, the provisions of which are hereby incorporated by reference as though fully herein set forth.

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw has hereunto set his hand and seal this the day and year first above written.

HARVEY D. BRADSHAW (SEAL

NORTH CAROLINA ONSLOW COUNTY

I, a Notary Public in and for said County and State, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 20th day of December, 2002.

S W. MARSHE ROTARY PUM & DOS

Agres Th. Thaishaw Notary Public

prommission expires: Sept 6, 2006

Book: 1953 Page: 469 Seg: 2







Doc ID: 000158450002 Type: CRP Recorded: 07/08/2004 at 02:00:33 PM Fee Amt: \$17.00 Page 1 of 2 Onslow County, NC Mildred M Thomas Register of Deeds

BK 2280 PG 431-432

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

PREPARED BY TISDALE & McCONNELL, LLP, ATTORNEYS AT LAW

Mail to: Adams & Howell, PA; 728 N Raleigh St; Ste B1; Angier, NC 27501 { NORTH CAROLINA ONSLOW COUNTY

THIS the 25th day of June, 2004, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

WHEREAS Article IX, Subparagraph F of said July 31, 1991 Restrictive Covenants provides that Developer may amend the Declaration so long as the amendment does not impair the security of loans made for the purchase of lots and construction thereon; and

WHEREAS Declarant wishes to exercise his right under said paragraph;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, the same as if the area had been originally included in said instrument, to-wit:

Being all of Lots 1, 2, 3, and 4, Grantwood, Section IV, as shown on that certain map or plat thereof, entitled "Final Plat of Lots 1, 2, 3, & 4, Grantwood, Section IV" prepared by Charles F. Riggs & Associates, Inc., dated March 30, 2001, and recorded on the 25th day of April, 2001, in Map Book 41, page 29, Slide K-976, Onslow County Registry, and to which reference is hereby made for a more complete and particular description.

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw has hereunto set his hand and seal this the day and year first above written.

HARVEY D. BRADSHAW (SEAL)

NORTH CAROLINA ONSLOW COUNTY

I, a Notary Public in and for said County and State, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 25th day of June, 2004.

My commission expires: Sept 6, 2006 MOTARY M
PUBLIC COUNTY.
NORTH CAROLINA, ONSLOW COUNTY The foregoing certificate(s) of Agnes M. Marshall
Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in 2280 Page 431 This day of

ns.



Doc ID: 000216550002 Type: CRP Recorded: 08/27/2004 at 10:16:37 AM Fee Amt: \$17.00 Page 1 of 2 Onslow County, NC Mildred M Thomas Register of Deeds

BK 2308 PG 526-527

- (Idlams + Howell, 728 N. Raleigh H. JE BI - Tanger, Nic 27501

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

PREPARED BY TISDALE & McCONNELL, LLP, ATTORNEYS AT LAW

NORTH CAROLINA ONSLOW COUNTY

THIS the 22nd day of July, 2004, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

WHEREAS Article IX, Subparagraph F of said July 31, 1991 Restrictive Covenants provides that Developer may amend the Declaration so long as the amendment does not impair the security of loans made for the purchase of lots and construction thereon; and

WHEREAS Declarant wishes to exercise his right under said paragraph;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, that are not inconsistent with the set back requirements shown on the following referenced recorded plat, which set backs as shown thereon shall control both tracts of real property depicted on said plat, the same as if the area had been originally included in said instrument, to-wit:

Being all of Lots 29 and 30, Grantwood, Section IV, as shown on that certain map or plat thereof, entitled "Final Plat of Lots 29 & 30, Grantwood, Section IV" prepared by Charles F. Riggs & Associates, Inc., dated July 13, 2004, and recorded on the 11th day of August, 2004, in Map Book 46, page 230, Slide L-371, Onslow County Registry.

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw has hereunto set his hand and seal this the day and year first above written.

HARVEY D. BRADSHAW (SEAL

NORTH CAROLINA ONSLOW COUNTY

I, a Notary Public in and for said County and State, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 13th day of August, 2004.

My commission expires: 7	Notary, Sup. 6, 2006	1111	etall
ORTH CAROLINA, Onslow County The foregoing certificate(s) of	AGNES M MARSHALL		
	6 This 27 day of A_M	AUGUSŤ	,



DOC ID: 000466790002 Type: CRP Recorded: 02/16/2005 at 10:33:18 AM Fee Amt: \$17.00 Page 1 of 2 Onslow County, NC Mildred M Thomas Register of Deeds

вк 2394 ра 749-750

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

PREPARED BY TISDALE, McCONNELL & BARDILL, LLP, ATTORNEYS AT LAW

NORTH CAROLINA ONSLOW COUNTY

THIS the 15th day of February, 2005, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

WHEREAS Article IX, Subparagraph F of said July 31, 1991 Restrictive Covenants provides that Developer may amend the Declaration so long as the amendment does not impair the security of loans made for the purchase of lots and construction thereon; and

WHEREAS Declarant wishes to exercise his right under said paragraph;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, that are not inconsistent with the set back requirements shown on the following referenced recorded plat, which set backs as shown thereon shall control the real property depicted on said plat, the same as if the area had been originally included in said instrument, to-wit:

Being all of Lots 1, 2 and 3, Grantwood, Section V, as shown on that certain map or plat thereof, entitled "Final Plat of Lot 1 – 3, Section V, Grantwood" prepared by Charles F. Riggs & Associates, Inc., dated February 14, 2005, and recorded on the <u>15th</u> day of February, 2005, in Map Book <u>47</u>, page <u>210</u>, Slide L-589, Onslow County Registry.

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw has hereunto set his hand and seal this the day and year first above written.

HARVET D. BRADSHAW (SEAL)

NORTH CAROLINA ONSLOW COUNTY

I, a Notary Public in and for said County and State, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 15th day of February, 2005.

Myris M. Thurshall
Notary Public

My commission expires: Sept 6, 2006

NORTH CAROLINA, ONSLOW COUNTY The foregoing certificate(s) of Agries M. Mar	rshall
is/are certified to be correct. This instrument and this ce ince and in the Book and Page shown on the first page ho	rtificate are duly registered at the date and reof. Register of Deeds for Onslow County Deputy/Assistant-Register of Deeds



Doc ID: 000498210002 Type: CRP Recorded: 03/11/2005 at 04:10:45 PM Fee Amt: \$17.00 Page 1 of 2

Onslow County, NC Mildred M Thomas Register of Deeds

вк 2407 №619-620

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

PREPARED BY TISDALE, McCONNELL & BARDILL, LLP, ATTORNEYS AT LAW

NORTH CAROLINA ONSLOW COUNTY

THIS the 11th day of March, 2004, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

WHEREAS Article IX, Subparagraph F of said July 31, 1991 Restrictive Covenants provides that Developer may amend the Declaration so long as the amendment does not impair the security of loans made for the purchase of lots and construction thereon; and

WHEREAS Declarant wishes to exercise his right under said paragraph;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, that are not inconsistent with the set back requirements shown on the following referenced recorded plat, which set backs as shown thereon shall control the tracts of real property depicted on said plat, the same as if the area had been originally included in said instrument, to-wit:

Being all of Lots 25, 26, 27, & 28, Grantwood, Section IV, as shown on that certain map or plat thereof, entitled "Final Plat of Lots 25, 26, 27, & 28, Grantwood, Section IV" prepared by Charles F. Riggs & Associates, Inc., dated January 19, 2005, and recorded on the 8th day of March, 2005, in Map Book 48, page 6, Slide L-625, Onslow County Registry.

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw has hereunto set his hand and seal this the day and year first above written.

ARVEY D. BRADSHAW (SEAL)

NORTH CAROLINA ONSLOW COUNTY

I, a Notary Public in and for said County and State, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 11th day of March, 2005.

Notary Public

Notary Public

Secommission expires: Sept 6, 2006



ID: 000627300002 Type: CRP orded: 07/01/2005 at 10:06:51 AN Amt: \$17.00 Page 1 of 2 Low County. NC ired M Thomas Register of Deeds

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

PREPARED BY TISDALE, McCONNELL & BARDILL, LLP, ATTORNEYS AT LAW

NORTH CAROLINA ONSLOW COUNTY

THIS the 29th day of June, 2005, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

WHEREAS Article IX, Subparagraph F of said July 31, 1991 Restrictive Covenants provides that Developer may amend the Declaration so long as the amendment does not impair the security of loans made for the purchase of lots and construction thereon; and

WHEREAS Declarant wishes to exercise his right under said paragraph;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, that are not inconsistent with the set back requirements shown on the following referenced recorded plat, which set backs as shown thereon shall control the real property depicted on said plat, the same as if the area had been originally included in said instrument, to-wit:

Being all of Lots 4, 8, 9 and 10, Grantwood, Section V, as shown on that certain map or plat thereof, entitled "Final Plat of Lots 4 & 8 - 10, Section V, Grantwood" prepared by Charles F. Riggs & Associates, Inc., dated July 13, 2004, and recorded on the 30th day of June, 2005, in Map Book 48, page 189, Slide L-807, Onslow County Registry.

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw has hereunto set his hand and seal this the day and year first above written.

ANNY SVAUSHAW (SEAL)
RVEYD. BRADSHAW

NORTH CAROLINA ONSLOW COUNTY

I, a Notary Public in and for said County and State, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 30th day of June, 2005.

Notary Public

Notary Public

Notary Public

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Register of Deeds for Onslow County

Deputy/Assistant-Register of Deeds

2

2 Holde

Doc ID: 002136260002 Type: CRP Recorded: 10/27/2006 at 11:36:57 AM Fee Amt: \$17.00 Page 1 of 2 Onslow County, NC Mildred M Thomas Register of Deeds

вк 2758 го 292-293

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

PREPARED BY TISDALE, McCONNELL & BARDILL, LLP, ATTORNEYS AT LAW

NORTH CAROLINA ONSLOW COUNTY

THIS the 26th day of October, 2006, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

WHEREAS Article IX, Subparagraph F of said July 31, 1991 Restrictive Covenants provides that Developer may amend the Declaration so long as the amendment does not impair the security of loans made for the purchase of lots and construction thereon; and

WHEREAS Declarant wishes to exercise his right under said paragraph;

Doc ID: 004279550002 Type: CRP
Recorded: 03/20/2008 at 01:38:22 PM
Fee Amt: \$17.00 Page 1 of 2
Onslow County, NC
Maryland K. Washington Reg. of Deeds
BK 3035 PG 719-720

AMENDMENT TO RESTRICTIVE COVENANTS

PREPARED BY TISDALE, McCONNELL & BARDILL, LLP, ATTORNEYS AT LAW

NORTH CAROLINA ONSLOW COUNTY

THIS AMENDMENT is made the 18th day of March, 2008, by HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter referred to as "Developer";

WITNESSETH:

THAT WHEREAS Developer has caused to be recorded in the Office of the Register of Deeds for Onslow County an instrument captioned "Declaration of Covenants, Conditions and Restrictions for Grantwood" which is recorded in Book 1010, page 675, Onslow County Registry; and

WHEREAS Developer has subjected Lot 4 of Section V of Grantwood to said Restrictive Covenants by instrument recorded in Book 2474, page 218, Onslow County Registry; and

WHEREAS pursuant to Paragraph (f) of Article IX the Developer reserved the unilateral right to amend the aforesaid declarations without the consent, approval or joinder of any owner of any lot as long as such amendment would not impair the security of loans made for the purchase of lots and the construction thereon; and

Book: 3035 Page: 719 Seq: 1

. s, . **a**.

WHEREAS it has been brought to the attention of the Developer that construction has been undertaken on Lot 4 of Section V of Grantwood that resulted in the 15 foot wide set back being encroached upon by a portion of the dwelling house thereon constructed; and

WHEREAS the Developer is of the opinion that said encroachment would not impair the security of any loans made for the purchase of any lots in Grantwood or for the purpose of constructing improvements thereon; and

WHEREAS the Developer desires to grant a waiver with regard to this encroachment as more particularly hereinafter set forth.

NOW, THEREFORE, the Developer, for himself, his heirs, successors and assigns, hereby amends the foregoing covenants as same pertain to Lot 4, Section V, Grantwood, so as to provide that the side set back on the common boundary line between Lot 4 and Lot 5 of Grantwood, Section V, shall be 8 feet for Lot 4 of Section V of Grantwood.

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw, Developer, has hereunto set his hand and seal this the day and year first above written.

Marky D. Bradshaw (SEAL)

NORTH CAROLINA
ONSLOW COUNTY

I, MIAV. Protector a Notary Public in and for said County and State, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. WITNESS my hand and notarial seal this the 18th day of March, 2008.

BATCHE OF THE PUBLIC AND THE PUBLIC

Notary Public

My commission expires: 16.28.09

Doc ID: 004474560002 Type: CRP Recorded: 07/24/2008 at 01:34:02 PM Fee Amt: \$17.00 Page 1 of 2 Onslow County, NC Maryland K. Washington Reg. of Deed:

вк3101 р 970-971

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

PREPARED BY TISDALE, McCONNELL & BARDILL, LLP, ATTORNEYS AT LAW

NORTH CAROLINA ONSLOW COUNTY

THIS the 18th day of July, 2008, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive Covenants provides that additional property may be added to the property subject to the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

WHEREAS Article IX, Subparagraph F of said July 31, 1991 Restrictive Covenants provides that Developer may amend the Declaration so long as the amendment does not impair the security of loans made for the purchase of lots and construction thereon; and

(Page 2 of 2)

WHEREAS Declarant wishes to exercise his right under said paragraph;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, that are not inconsistent with the set back requirements shown on the following referenced recorded plat, which set backs as shown thereon shall control the tracts of real property depicted on said plat, the same as if the area had been originally included in said instrument, to-wit:

Being all of Lot 17, Grantwood, Section IV, as shown on that certain map or plat thereof, entitled "Final Plat of Lot 17, Grantwood, Section IV" prepared by Charles F. Riggs & Associates, Inc., dated July 15, 2008, and recorded on the 23rd day of July , 2008, in Map Book 56 , page , Slide M-691 , Onslow County Registry.

IN TESTIMONY WHEREOF the said Harvey D. Bradshaw has hereunto set his hand and seal this the day and year first above written.

(SEAL)

NORTH CAROLINA **ONSLOW COUNTY**

I, a Notary Public in and for said County and State, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 18th day of July, 2008.

Notary Public

Expires: Sept 6, 20/1

Prepared by Lanier & Fountain/ami

STATE OF NORTH CAROLINA COUNTY OF ONSLOW



AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF GRANTWOOD HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT to the Declaration of Restrictive Covenants entitled "AMENDMENT TO DECLARATION OF RESTRICTION COVENANTS, CONDITIONS AND RESTRICTIONS OF GRANTWOOD HOMEOWNERS ASSOCIATION, INC.," (hereinafter called "Protective Covenants") dated July 31, 1991, and filed for record in the Office of the Register of Deeds of Onslow County in Book 1010, Page 675, is hereby made and promulgated by more than 75% of the ownership in accordance with the provision of said Protective Covenants attached thereto.

The Amendment made and promulgated hereby is as follows: The property subject to the restrictions is hereby amended as written. The following is substituted it its stead:

Article VII, Section B. Composition, is amended as follows:

ARTICLE VII

B. <u>Composition.</u> The Board shall form a committee known as the Architectural Review Board consisting of not less than three and no more than seven persons. Board members shall be eligible to serve on said committee.

Article IX, Section F. Amendment by Developer, is amended as follows:

ARTICLE IX

F. Amendment by Developer. This section is deleted in its entirety.

All other provisions, restrictions and covenants contained in the original Protective Covenants shall remained in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals, this the <u>AO</u> day of March, 2007. AOIA A

GRANTWOOD HOMEOWNER'S ASSOCIATION, INC

BY: Now (SEAL)

STATE OF NORTH CAROLINA COUNTY OF ONSLOW

I, a Notary Public for said County and State, certify that Bob Songer, with authority duly given as President of Grantwood Homeowner's Association, Inc., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stampers and this the 20 day of March, 2012.

Motary Public

My commission expires:

Book: 3776 Page: 69 Page 1 of 43

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the	
Kahl Jon (SEAL)	
(SEAL)	
STATE OF NC COUNTY OF OnSlow I, a Notary Public for said County and State, certify that Robert L. Soccer , personally appeared before me this day and acknowledged the execution of the foregoing instrument.	
Witness my hand and official stamp or seal, this the $\frac{7^{10}}{100}$ day of $\frac{March}{100}$, 2012.	
My commission expires: Feb. 24, 20/5 My commission expires: Feb. 24, 20/5 Notary Public NoTARL Recount. 100 R	

Book: 3776 Page: 69 Page 3 of 43

My commission expires: 1

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the 2 day of March, 2012.
(SEAL)
(SEAL)
STATE OF 1.C COUNTY OF 1.DISION
I, a Notary Public for said County and State, certify that Amy Wingate Little , personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the 2 nd day of March, 2012 Colty Cult Notary Public
My commission expires: 19 20/5
COUNTY AND

IN WITNESS WHER			
-	Burc		(SEAL)
-			(SEAL)
STATE OF NORM OF COUNTY OF ONS PUBLIC FOR Brandh Cunnit	said County and	ersonally appeared l	before me this day and
Witness my hand and	d official stamp o	or seal, this the $\frac{27}{2}$	day of Marci i, 2012.
		Notary Pu	Dourete
My commission expires:	m29,301.	MOTAL EN	
		COUNTY	

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the day of March, 2012.
Step E. Gray (SEAL) (SEAL)
STATE OF COUNTY OF COUNTY OF COUNTY OF COUNTY OF COUNTY OF COUNTY and State, certify that I, a Notary Public for said County and State, certify that Betsue Grou, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the day of March, 2012.
My commission expires: Feb. 24,2015 My commission expires: Feb. 24,2015 NOTARLES ROUBLIC ROUNTING ON COUNTING

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the _____ day of March, 2012.

Jail Lanh (SEA

STATE OF Moveth Carolina COUNTY OF ONSLOW

I, a Notary Public for said County and State, certify that James P. Barham & Gail V. Barham, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the $\frac{\dot{a}\dot{c}}{\dot{c}}$ day of March, 2012.

My commission expires: May 23, 2014

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the 27 day of March, 2012.

Mustine Monerouni (SEAL)

STATE OF North Cavolina County of Oxolow

I, a Notary Public for said County and State, certify that <u>MINCYINI</u>, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 270 day of March, 2012.

Notary Public

My commission expires: FCDYU414 22, 2014

Book: 3776 Page: 69 Page 8 of 43

Book: 3776 Page: 69 Seq: 8

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the // day of March, 2012.

STATE OF ONSION

I, a Notary Public for said County and State, certify that <u>Jennifer Lee Reigle-Veager</u>, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 1%

My commission expires:

IN WITNESS WHER hereunto set their hands a		
	1./14	May (SEAL)
		(SEAL)
STATE OF VA COUNTY OF Daw I, a Notary Public fo	r said County and State, o	certify that
acknowledged the execution	on of the foregoing instrum	y appeared before me this day and nent.
Witness my hand ai	nd official stamp or seal, th	nis the /s+ day of March, 2012. MAY Notary Public
My commission expires: _	11/30/20/3	LEE-SOMMAN

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, ha	ve
hereunto set their hands and seals, this the 3/5+ day of March, 2012.	
\sim	

(SEAL)

STATE OF NC COUNTY OF NCW Hanow

11/9/2013 PUBLIC

I, a Notary Public for said County and State, certify that

OUVEY PIETRI , personally appeared before me this day and advanced before me this day and provided the execution of the foregoing instrument.

TAR With the same of the said County and State, certify that personally appeared before me this day and and analysis of the said County and State, certify that personally appeared before me this day and said County and State, certify that personally appeared before me this day and said County and State, certify that personally appeared before me this day and said County and State, certify that personally appeared before me this day and said County and State, certify that personally appeared before me this day and said County and State, certify that personally appeared before me this day and said County appeared before me this day appeared before me th

COMMISSION EXPIRES

ON COUNTY My commission expires: 600 09 12013

IN WITNESS WHEREOF, the undersigned, being the lot owners herein,	have
in Withess Whereor, the undersigned, being the lot owners herein, hereunto set their hands and seals, this the 26/ day of March, 2012.	
(lac:/	

(SEAL)

(SEAL)

STATE OF NORTH CORNINA COUNTY OF GIRSOW

I, a Notary Public for said County and State, certify that

Mark Richard Attendif , personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the day of March, 2012.

My commission expires 4429, 2013

IN WITNESS WHEREOF, the undersigned, being the lot own hereunto set their hands and seals, this the 270 day of March, 20	ers herein, have 012.
A.C. Sarth	_(SEAL)
<u>/</u>	(SEAL)
STATE OF NORTH COROLING COUNTY OF DISCOULT I, a Notary Public for said County and State, certify that Schr Cours of Scott acknowledged the execution of the foregoing instrument.	re me this day and
Witness my hand and official stamp or seal, this the	ay of March, 2012.
My commission expires: Mu29 20/3 Motary Public Notary Pub	Curett

IN WITNESS WHEREOF, the undersigned, the hereunto set their hands and seals, this the	peing the lot owners herein, have day of March, 2012. A.pri I
Charles S. Colle	(SEAL)
	(SEAL)
STATE OF SIGONELLA, CATANIA COUNTY OF I, a Notary Public for said County and State, of Chestopher Scott Carebia, personall acknowledged the execution of the foregoing instrum Witness my hand and official stamp or seal, the	y appeared before me this day and nent.
My commission expires: As July U.S. Naval Legal Service Office PSC 812 BOX 3320 PPO AE 09627-3320	Notary Public KIM M. CHRISTY, LN /, USN AUTHORIZED TO ADMINISTER NOTARIES UNDER ARTICLE 136 (A), UCMJ TITLE 10 USC SEC 1044a. NO SEAL REQUIRED

IN WITNESS WHEREOF, the undersigned, being the lot own hereunto set their hands and seals, this the 27 day of March, 2	ers herein, have 012. (SEAL) (SEAL)
STATE OF NOVAN CAYALINA COUNTY OF ONS OU	
I, a Notary Public for said County and State, certify that, personally appeared before acknowledged the execution of the foregoing instrument.	
Witness my hand and official stamp or seal, this the \mathcal{ZH} da	April 400 ay of March , 2012.
Modern Public Livery Public Livery V	lani
My commission expires: FCDruary 22, 2014 LIVE CONTROL OF THE CONT	INDS ALL
PO STATE OF THE PROPERTY OF TH	AN ANN NO ANTHUR
$a_{n_{min}}$	min,

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the ____a\(\) day of March, 2012.

Elysbeth Evert by Kim Gunt (SEAL)

_(SEAL)

STATE OF North Carolina COUNTY OF DOSOW

I, a Notary Public for said County and State, certify that

Elizabeth Furth by Len Everth personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 34 day of March, 2012.

Notary Public

My commission expires: 05-33-5016

Notary Public
Onslow County

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seats, this the 24 day of blazes, 2012.

STATE OF North Carolina (SEAL)

STATE OF North Carolina (SEAL)

(SEAL)

1, a Notary Public for said County and State, certify that personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the day of Merch, 2012.

April Notary Public Onslow County Notary Notar

IN WITNESS WHEREOF, the undersigned, being the lot owner hereunto set their hands and seals, this the 2 day of March, 201	rs herein, have 2.
	SEAL)
20 ramon togo (1)	SEAL)
STATE OF NC COUNTY OF ONSLOW	
I, a Notary Public for said County and State, certify that Shannon Hogan Robert Hogan, personally appeared before acknowledged the execution of the foregoing instrument.	e me this day and
Witness my hand and official stamp or seal, this the $2b$ day	of March , 2012.
My commission expires: 2-14-2018	NOTARY PUBLIC 2-14-2013

IN WITNESS WHEREOF, the undersigned	ed, being the lot owners herein, have
hereunto set their hands and seals, this the	H day of Mareh, 2012.
	APRIC JD
	(SEAL)
	(00 12)
. ((SEAL)
in(
STATE OF	
COUNTY OF Dala W	
I, a Notary Public for said County and Sta	te, certify that
acknowledged the execution of the foregoing ins	nally appeared before me this day and
acknowledged the execution of the foregoing ins	trument.
	trument. April PL
Witness my hand and official stamp or se	al, this the 5% day of March, 2012.
	Pagnicia Ann Warnick Notary Public
-	Notes Bable
	Notary Public
My commission syminas 2.37-14	
My commission expires: \(\frac{12.30-19}{}{}	
My commission expires:/ノーワー	- EXARY
My commission expires:/ よっぴー19	- STARY
My commission expires:/ よっぴー19	0 0 X X X X X X X X X X X X X X X X X X
My commission expires:/ よっぴー19	NO N
My commission expires:/ よっぴー19	PUS ON COM

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have
hereunto set their hands and seals, this the day of March, 2012.
John Ju (SEAL)
(SEAL)
(OLAL)
STATE OF VA Reach
I, a Notary Public for said County and State, certify that Josh DE, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the 30TH day of March, 2012
(Jakis II)
Notary Public NAT ROBERT B. REMORE TO
My commission expires: 22 JAN 2016 MAT ROBERT B. REVIEW MATERIAL ROBERT B. ROBERT

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the day of March, 2012. (SEAL)
STATE OF North Carolina COUNTY OF OSLOW
I, a Notary Public for said County and State, certify that Potrick+ Trene Lynch , personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the 29^{4} day of March, 2012.
Challes Hadley Notary Public
My commission expires: Sune 26, 3015

D MO.... THE LYNCH

IN WITNESS WHERE hereunto set their hands and	OF, the undersigned, beir seals, this thegs da	ng the lot owners herein, have y of March, 2012.
_	Solmon	(SEAL)
_	0	(SEAL)
STATE OF North Carolina COUNTY OF ONSLOW		
	aid County and State, cert, personally a of the foregoing instrumer	ppeared before me this day and
Witness my hand and	official stamp or seal, this	the 30th day of March, 2012
		lia Buhs
	\smile_1	Notary Public (S. Burks
My commission expires: IND	EFINITE	CAPT USMC

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the $\underline{\mathcal{AS}}$ day of March, 2012.

Notary Public 19 New Hanover County

(SEALING COMMISSION Expires

(SEALING COMMISSION Expires

STATE OF North Carolina COUNTY OF New Hanover

I, a Notary Public for said County and State, certify that <u>Vathleen A. & Joseph. R. Azzarano</u>, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 29 day of March, 2012.

Notary Public

My commission expires: 1/24/14

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the day of March, 2012. Washington
STATE OF North Carolina COUNTY OF Camber land I, a Notary Public for said County and State, certify that Michael A Ross.— , personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 29 day of March, 2012.
My commission expires: October 9, 2016 My commission expires: October 9, 2016



IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the day of March, 2012.
H A A APRIL
(SEAL)
(SEAL)
STATE OF
I, a Notary Public for said County and State, certify that Output Output Description: Output Description:
acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this theday of March 2012
String Children ?
Notary Public 5
My commission expires: <u>07-04-2-016</u>

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the ______ day of March, 2012.

William J. M. Maff (SEAL)

Nome of Medical (SEAL)

STATE OF North Carolina COUNTY OF Wake

I, a Notary Public for said County and State, certify that <u>William The Nahla and Lorence R. Me Nahla</u> personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 27^{tk} day of March, 2012.

AUDREY P. TUCK
Notary Public, North Carolina
Wake County
My Commission Expires
O - 29 - 20 (5

Notary Public AUDREY P. TUCK

My commission expires: October 20, 2015

Lot Property Address:
762 Jim Grant Ave

IN WITNESS WHEREOF, the undersigned, being the lot own hereunto set their hands and seals, this the 2 day of March, 2	ers herein, have 012.
Doellell'	_(SEAL)
	_(SEAL)
STATE OF NO. COUNTY OF ONS 10 W I, a Notary Public for said County and State, certify that Diachenko, Nick personally appeared before acknowledged the execution of the foregoing instrument.	ore me this day and
Witness my hand and official stamp or seal, this the _27toda	ay of March, 2012
Notary Public My commission expires: 01-04-2016	ACARDAS S

LOT 13 311 MIHON CT SNEADS FERRY NC 28460

Book: 3776 Page: 69 Page 27 of 43

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the 2 day of March, 2012.
Johnsh Maston (SEAL)
STATE OF North (arouna county of Onslow
I, a Notary Public for said County and State, certify that, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the 27 day of March, 2012.
Danie Canonis Notary Public
My commission expires: November 29, 2014

Book: 3776 Page: 69 Page 28 of 43

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the 27% day of March, 2012.

____(SEAL

Notary Public Pender County Commission Exp 03/14/2015

STATE OF North Cardina COUNTY OF CASAN

I, a Notary Public for said County and State, certify that Tazuko and kenneth Scan bornesh, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the $27^{\rm H}$ day of March, 2012.

Mangaret M Arsenaut

My commission expires: 3/4/15

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the 29rV day of March, 2012.
Chiff Les of and (SEAL) SCOMMISSION EST
(SEALIC SOLIC SOLI
STATE OF W.C. COUNTY OF <u>ONSIDU</u>
I, a Notary Public for said County and State, certify that, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the <u>29</u> th day of March, 2012. Notary Public
My commission expires July 29, 2013

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the 28% day of March, 2012.

Rebecca R. Mawber (SEAL)

(SEAL)

STATE OF NO.

I, a Notary Public for said County and State, certify that <u>Rebecco</u> R. <u>Newber</u>, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 25th day of March, 2012.

Storm V. Cradific

My commission expires: 07-04-2016

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the 377 day of March, 2012.
Drex I Mainez (SEAL)
Mary Low Newher (SEAL)
STATE OF NC. COUNTY OF NS/OW
I, a Notary Public for said County and State, certify that Breck M. Newber And Mary Low Newber, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this theday of March, 2012.
My commission expires: 07-04-2016 Notary Public Notary Public

IN WITNESS WHEREOF, the undersigner hereunto set their hands and seals, this the	gned, being the lot owned day of March , 20	ers herein, have 12.
No.		(SEAL)
	I I I I I I I I I I I I I I I I I I I	(SEAL)
STATE OF North Caroling		
I, a Notary Public for said County and S /// // // // // // // // // // // // //	rsonally appeared befor	e me this day and
Witness my hand and official stamp or	seal, this the	y of March 2012.
	1~ 200	of subna
My commission expires: In def	Notary Public	KNIE

IN WITNESS WHEREOF, the undersigne hereunto set their hands and seals, this the $\underline{\mathcal{L}}$	
Sarah He	un happen (SEAL)
	(SEAL)
STATE OF North Carolina COUNTY OF Onslow The U.S. Government of the Savet M. Chapman person acknowledged the execution of the foregoing ins	te, certify that nally appeared before me this day and
Witness my hand and official stamp or sea	al, this the <u>26</u> day of March, 2012
	128
_	Notary Public
My commission expires:	Per 10 U.S.C. 1044a No scal is required
	Captain Ryan Shrort
	U.S. Marine Corp
	U.S. Marine Corp Judge Advocate (910) 451-5177
	(910) 451-5177

Ronald: Savah Chapman · 801 Horace Grant Ct.

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the day of March, 2012.
Cuph 7 Hollo go (SEAL)
(SEAL)
STATE OF
My commission expires: 07-04-2016

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the day of March, 2012. April & Charline A Pice (SEAL) (SEAL)	
STATE OF North Carolina COUNTY OF Onslow	
I, a Notary Public for said County and State, certify that Charline R. Rice , personally appeared before me this day an acknowledged the execution of the foregoing instrument.	ıd
Witness my hand and official stamp or seal, this the day of March, 2012	'n
My commission expires: Obress - 30 10 Notary Public Notary Public Onslow County Notary Public Onslow County Notary Public Onslow County	

If the late I'm sorry

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the day of March, 2012.
Marin Zoanelli (SEAL)
Marin Zoanelli (SEAL)
A
STATE OF NC COUNTY OF More
I, a Notary Public for said County and State, certify that <u>B(w\0 and Ko\0, Zood d);</u> , personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the $\underline{5}$ day of March, 2012.
Mergaze B. Rollin Notary Public
My commission expires: $\sqrt{\frac{2075}{}}$
My Comm. Expires November 20, 2015 PUBLIC AUBLIC AUB

Book: 3776 Page: 69 Page 37 of 43

IN WITNESS WHEREOF, the undersigned, being the hereunto set their hands and seals, this the day of N	e lot owners herein, have March, 2012.
Edward Hendry	(SEAL)
•	(SEAL)
STATE OF	_
	Cheryl Ploudre NOTARY PUBLIC - ARIZONA MARICOPA COLINTY My Commission Expires Jenuary 10, 2018

Lot: Grantwood 53 LZ Parcel 10# 05844

Book: 3776 Page: 69 Page 39 of 43

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the day of March, 2012.

Julia G. AtakasEAL)

STATE OF West Virginia COUNTY OF JEHEYSON

I, a Notary Public for said County and State, certify that _______, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the day of March, 2012.

NOTARY PUBLIC OFFICIAL SEAL

KERRY JEAN SHOCK

STATE OF WEST VIRGINIA

212 Aum 5t

Johnse Town, WV 25414

Ny Commission Expires April 23, 2018

My commission expires:

Grandwood 53 W/

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have
hereunto set their hands and seals, this the 13th day of March, 2012.
Squette Summerli Hard (SEAL)
(SEAL)
· ,
STATE OF NORTH CAROLINA COUNTY OF DYISIOW
I, a Notary Public for said County and State, certify that
Witness my hand and official stamp or seal, this the 13+1 day of March, 2012
(Xmouseul/u)
Notary Public
My commission expires: 00 2014
NOTA LE
NO ON BLIC
NSO NO LIC

IN WITNESS WHEREOF, the undersigned, being the lot owners herein, have hereunto set their hands and seals, this the \(\frac{14}{2}\) day of \(\frac{\text{March}}{2}\).

(SEAL)

(SEAL)

STATE OF Noth Carolina COUNTY OF Chalan

I, a Notary Public for said County and State, certify that

(slength D.Sink, Joseph C.Sink), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the _____ day of March, 2012.

Notary Public

My commission expires: May 3,2014

Book: 3776 Page: 69 Page 42 of 43

IN VVI I NESS VVHEREOF, the undersigned, being the lot owners herein, have
hereunto set their hands and seals, this the day of March , 2012.
may (SEAL)
(05.12)
(SEAL)
STATE OF 1/C COUNTY OF ONS/OW
State / Simmons
I, a Notary Public for said County and State, certify that Staphen L Simmons (Ciz North Simmons , personally appeared before me this day and acknowledged the execution of the foregoing instrument.
out.
Witness my hand and official stamp or seal, this the $\frac{1}{2}$ day of March, 2012.
may may
Docto Levertt
Notary Public
My commission expires: ### 29,2013
The state of the s
U 4014A, & 4.5
= 0 * A . 6 =
THE WASHINGTON
20 20 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
COUNTITIE

BOCK 1411 PAGE 962

NORTH CAROLINA QNSLOW COUNTY

1997 NOV 20 MI II: 36

AMENDMENT TO BOOK 1010, PAGE 675, RESTRICTIVE COVENANTS

THIS the 19th day of November, 1997, HARVEY D. BRADSHAW of Onslow County, North Carolina, hereinafter called "Declarant", hereby amends the Declaration of Covenants, Conditions and Restrictions for Grantwood made on July 31, 1991 and recorded on August 1, 1991 in Book 1010, page 675, Onslow County Registry;

WITNESSETH:

WHEREAS Article IX, Subparagraph J of said July 31, 1991 Restrictive

Covenants provides that additional property may be added to the property subject to
the terms and conditions of said Declaration; and

WHEREAS Declarant wishes to exercise his right under said paragraph and add additional property to the property subject to the terms and conditions of the said Declaration;

NOW, THEREFORE, the Declarant hereby adds the following described property to the property subject to the terms and conditions of said Declaration, the same as if the area had been originally included in said instrument, to-wit:

Being all of Lot No. 16 as shown on that certain map entitled "GRANTWOOD, SECTION IV" which map was prepared by Charles F. Riggs & Associates, Inc. and is recorded in Map Book 35, page 176, Slide J-683, Onslow County Registry.

BCCX 1411 PAGE 963

IN TESTIMONY WEHREOF the said Harvey D. Bradshaw has hereunto set

his hand and seal this the day and year first above written.

Hawey D. Bradshaw (SEAL) HARVEY D. BRADSHAW

NORTH CAROLINA ONSLOW COUNTY

I, a Notary Public in and for said County and Sate, do hereby certify that HARVEY D. BRADSHAW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 19^{th} day of November, 1997.

Notary Public Pu

My commission expires: Sept 6, 2001

2