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5- 9-2007 AM 9:51:35  
J. LEE WARREN JR.  
REGISTER OF DEEDS  
CUMBERLAND CO., N.C.

**TENTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR KINGS GRANT TOWNHOMES**

**(Amenity Lot Area; Huske Pond; Other Revisions)**

This Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for Kings Grant Townhomes (this "Amendment") is made and entered into as of the latter of the dates set forth below by **QUARTERMAIN CONSTRUCTION COMPANY, LLC**, a North Carolina limited liability company (the "Declarant") and by **KINGS GRANT TOWNHOME ASSOCIATION, INC.**, a North Carolina non-profit corporation (the "New Owner").

**WITNESSETH:**

WHEREAS, Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Kings Grant Townhomes recorded in Book 6965, Page 420 (Building 26), as amended by first amendment recorded in Book 6982, Page 358 (Building 25), as further amended by second amendment recorded in Book 7017, Page 32 (Building 24), as further amended by third amendment recorded in Book 7038, Page 654 (Building 23), as further amended by fourth amendment recorded in Book 7054, Page 441 (Building 5), as further amended by fifth amendment in Book 7139, Page 156 (Building 4), as further amended by sixth amendment in Book 7164, Page 363 (Building 3), as further amended by seventh amendment in Book 7282, Page 286 (Building 22), as further amended by eighth amendment in Book 7384, Page 342 (Building 21), as further amended by ninth amendment in Book 7441, Page 487 (Building 20), all Cumberland County Registry (as

amended, the "Townhome Declaration"), the terms of which are incorporated herein by this reference; and

WHEREAS, said Townhome Declaration applied to and covered a portion of the Kings Grant townhome development as referenced therein (the "Townhome Development"); and

WHEREAS, Section 3 of said Townhome Declaration provided that Declarant may annex additional property into the Townhome Development.

WHEREAS, the Declarant has caused to be recorded a plat entitled "Subdivision Survey of King's Grant Section C Phase 1 Amenity Lot", said plat having been duly recorded in Plat Book 119, Page 153, as well as a plat entitled "Subdivision Survey of King's Grant Section C Huske Pond", said plat having been duly recorded in Plat Book 119, Page 154 (collectively, the "Additional Townhome Sections"); and

WHEREAS, the Declarant has recently conveyed the Additional Townhome Sections, which are considered "common areas" for the townhome development, to the New Owner per prior deed recorded in Book 7565, Page 165, aforesaid Registry;

WHEREAS, the Declarant and the New Owner desire that the Additional Townhome Section also become subject to the terms of the Townhome Declaration;

WHEREAS, Section 1(f) of said Townhome Declaration also provided that the Declarant may impose regulations for the use and enjoyment of the common area;

WHEREAS, the Declarant and the New Owner desire to impose conservation-related regulations upon Huske Pond; and

WHEREAS, Article XI, Section 3 of the Townhome Declaration also provided that the Declarant may amend the Declaration as long as it owns any lot within the Townhome Development; and

WHEREAS, the Declarant desires to amend the Townhome Declaration with regard to maintenance assessments and late fees.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Townhome Declaration and other good and valuable consideration, the Declarant hereby expressly declares, with the express consent of the New Owner, as follows:

1. The Additional Townhome Section is hereby incorporated and made subject to the Townhome Declaration. Said property shall be subject to the restrictions and obligations as described therein and shall also benefit from all easements and other rights as described therein.

2. In addition, the area shown on the pertinent aforementioned recorded plat for the Additional Townhome Section as "Huske Pond" shall be considered a conservation area and shall be maintained in perpetuity in its natural and unmitigated condition. No person or entity shall perform any of the following activities on such conservation area:
  - a. fill, grade, excavate or perform any other land disturbing activities;
  - b. cut, mow, burn, remove, or harm any vegetation;
  - c. construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures;
  - d. drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area;
  - e. dump or store soil, trash, or other waste; or
  - f. graze or water animals, or use for any agricultural or horticultural purpose.

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding upon the Declarant, the New Owner, all other owners of townhomes or other units/ lots, and their household members, tenants, agents and guests, and all parties claiming through or under said parties.

Notwithstanding anything to the contrary in the Declaration, this particular covenant may not be amended without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

3. Article IV Section 9 of the Townhome Declaration is hereby deleted in its entirety and replaced with the following language:

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall be delinquent, in default and shall be subject to a late fee and/or shall bear interest as determined by the rules and regulations adopted by the Association in its discretion from time to time, subject to any limitation upon same as provided in Chapter 47F of the North Carolina General Statutes (Planned Community Act). The Association may bring an action at law against the Owner personally obligated to pay the same, plus interest, costs, late payment charges and reasonable attorneys' fees, or foreclose the lien against the property. No owner

may waiver or otherwise escape the liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

4. Except as specifically amended herein, the Declaration remains unchanged and in full force and effect, and the undersigned by their execution hereof, hereby ratify, affirm, and approve the Declaration, as specifically amended hereby. Any term that is not specifically defined herein shall have the same meaning attributed to said term as defined in the Declaration.

**[The Remainder of This Page Intentionally Left Blank]**

IN WITNESS WHEREOF, Declarant and the New Owner have set their hands as of the latter of the dates set forth below.

**DECLARANT:**

**QUARTERMAIN CONSTRUCTION  
COMPANY, LLC**

By: SRW Builders, Inc., Member/Manager

By: Butch Dunlap  
President

**COUNTY OF CUMBERLAND**

**STATE OF NORTH CAROLINA**

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Butch Dunlap as the Vice President of SRW BUILDERS, INC., a North Carolina corporation, said corporation being the Member/ Manager of Quartermain Construction Company, LLC, a North Carolina limited liability company

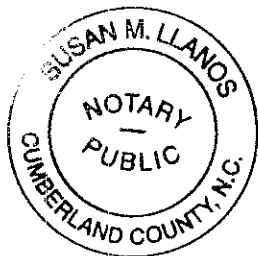
Date: May 1, 2007

Official Signature of Notary: Susan M. Llanos

Notary's Printed Name: Susan M. Llanos

My commission expires: August 21, 2010

[Affix Notary Seal or Stamp]



**NEW OWNER:**

**KINGS GRANT TOWNHOME  
ASSOCIATION, INC.**

By:

*[Signature]*  
President

[It is noted by drafting attorney that the Kings Grant Townhome Association, Inc. remains within the "period of declarant control" as of the execution of this instrument]

**COUNTY OF CUMBERLAND**

**STATE OF NORTH CAROLINA**

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Perry W Shelley as the Vice President of Kings Grant Townhome Owners Association, Inc., a North Carolina non-profit corporation.

Date: May 8, 2007

Official Signature of Notary:

*[Signature]*

Notary's Printed Name:

Susan M. Llanos

My commission expires:

August 21, 2010

[Affix Notary Seal or Stamp]

