

FILED	Nov 13, 2023
AT	11:49:36 AM
BOOK	11856
START PAGE	0203
END PAGE	0207
INSTRUMENT #	35147
RECORDING	\$26.00
EXCISE TAX	\$0.00

Prepared By and Return To:
Reaves Law, PLLC
P.O. Box 53187
Fayetteville, NC 28305

**SUPPLEMENTAL AND AMENDED DECLARATION OF COVENANTS
KINGS GRANT SECTION C – BUILDINGS 1 & 10**

THIS SUPPLEMENTAL AND AMENDED DECLARATION OF COVENANTS (this "Supplemental Agreement") is made and entered into as of the latter of the dates set forth below by **SRW BUILDERS, LLC**, a North Carolina limited liability company (and successor in interest by conversion to SRW Builders, Inc.) (the "Declarant") and **QUARTERMAIN CONSTRUCTION COMPANY, LLC**, a North Carolina limited liability company (the "New Owner").

WITNESSETH:

WHEREAS, Declarant executed and caused to be recorded a certain Declaration of Covenants in Book 6449, Page 534 and re-recorded in Book 6473, Page 372 (Section A), as amended in Book 6566, Page 622 (Section B-1), further amended in Book 6687, Page 296 (Section D-1), further amended in Book 6965, Page 432 (Section C, Building 26); further amended in Book 6982, Page 354 (Section C, Building 25), further amended in Book 6983, Page 774 (Section D-1, Part 2), further amended in Book 7017, Page 28 (Section C, Building 24), further amended in Book 7038, Page 646 (Section B-1 Revision), further amended in Book 7038, Page 650 (Section C, Building 23), further amended in Book 7054, Page 437 (Section C, Building 5), further amended in Book 7139, Page 152 (Section C, Building 4), further amended in Book 7164, Page 366 (Section C, Building 3), further amended in Book 7164, Page 370 (Section B-2); further amended in Book 7217, Page 679 (Sections D2 & D3), further amended in Book 7282, Page 289 (Section C, Building 22), further amended in Book 7306, Page 79 (Section E-1), further amended in Book 7384, Page 345 (Section C, Building 21), further amended in Book 7441, Page 491 (Section C, Building 20), further amended in Book 7479, Page 615 (Section E-1 Revised), further amended in Book 7582, Page 73 (Section E-1 Revised/ Notting Hill/ Other Revisions), further amended in Book 7602, Page 250 (Section C, Building 2), further amended in Book 7669, Page 96 (wetland preservation rules, Sections D-1/ E-1); further amended in Book 7761, Page 761 (transfer of declarant rights); further amended in Book 8480, Page 84 (Section E-2, Notting Hill), further amended in Book 8778, Page 233 (Section C, Building 19), further amended in Book 9352, Page 01 (Section E-4 – Notting Hill), further

amended in Book 10240, Page 396 (Section C, Buildings 6 & 18), further amended in Book 10251, Page 611 (Section E-3 – Notting Hill), further amended in Book 10495, Page 852 (Section C, Buildings 1, 12 & 17), further amended in Book 10625, Page 120 (Section E-1, E-2, E-3, E-4 Notting Hill), further amended in Book 10953, Page 232 (Section D-4), further amended in Book 11481, Page 536 (Notting Hill), further amended in Book 11666, Page 169 (Section E-3, Notting Hill II - Lots 638-646 & Lot 646A), further amended in Book 11740, Page 437 (Section C, Buildings 11, 13 & 15), all Cumberland County Registry (as amended, the “Kings Grant Declaration”), the terms of which are incorporated herein by this reference; and

WHEREAS, said Kings Grant Declaration applied to and covered portions of the Kings Grant subdivision as referenced therein (the “Other Sections of Kings Grant”); and

WHEREAS, said Kings Grant Declaration provided that Declarant may include future sections of Kings Grant Subdivision as the same may be developed from time to time except that such future sections of Kings Grant shall become subject to the Kings Grant Declaration only from and after the recording of the plat or plats for said future section(s) and the recording of a supplemental declaration which incorporates by reference the Kings Grant Declaration and which expressly makes the new section(s) subject to the Kings Grant Declaration; in addition, any such supplemental declaration may contain such complementary additions and/or modifications of the Kings Grant Declaration as may be necessary or convenient to reflect the different character of any new section, with any such additions and/or modifications applying only to the new section; and

WHEREAS, the New Owner is the current owner of and has caused to be recorded (i) a plat entitled “Survey of Kings Grant, Section C, Phase 2, Building 1”, as recorded in Plat Book 150, Page 119 (“Building 1”); and (ii) a plat entitled “Survey of Kings Grant, Section C, Phase 2, Building 10”, as recorded in Plat Book 150, Page 120, all aforesaid Registry (together, the “Additional Townhome Section”); and

WHEREAS, the Additional Townhome Section is a townhome development, and is subject to that certain Declaration of Covenants, Conditions and Restrictions for Kings Grant Townhomes recorded in Book 6965, Page 420, aforesaid Registry, as amended to include additional townhome sections (as amended, the “Townhome Declaration”); and

WHEREAS, the Declarant and the New Owner desire that the Additional Townhome Section also become subject to the Kings Grant Declaration to provide for, inter alia, easement rights and sharing of common expenses with regard to the Other Sections of Kings Grant and sections that may be added in the future, subject to certain modifications.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Declaration and other good and valuable consideration, the Declarant and the New Owner hereby expressly declare as follows:

1. The Additional Townhome Section is hereby incorporated into and made subject to the Kings Grant Declaration, subject to certain modifications as described herein, and all owners in the Additional Townhome Section shall enjoy all property rights in the

common areas and common properties as may be described in the Kings Grant Declaration;

2. All owners in the Additional Townhome Section are subject to assessments levied by the Kings Grant Owners Association II, Inc. or other association pursuant to the Kings Grant Declaration for maintenance of common areas and other common expenses, and are subject to all obligations and enforcement mechanisms related thereto, including lien rights, all as described therein.
3. The following provisions of the Kings Grant Declaration SHALL NOT APPLY to the Additional Townhome Section: Sections 1, 2, 6, 7, 8, 10 and 11 of Part Two, Article I; and Sections 1, 2, 3, 4, 5 and 6 of Part Two, Article IV. Additionally, to the extent that there is any inconsistency between the Kings Grant Declaration and the Townhome Declaration regarding any covenants; restrictions (related to use, construction or any other); architectural control; or environmental control, where such inconsistency relates primarily to the townhome style of development versus single-family residential style of development, then the terms of the Townhome Declaration shall control.
4. The New Owner reserves the right to alter the boundaries of the new lots as shown on the plats that depict the Additional Townhome Section (as well as the common elements shown thereon, as the case may be). As such, for lot conveyance purposes, the title examiner is advised to consult more recent plats of record, if any, to obtain accurate lot descriptions.

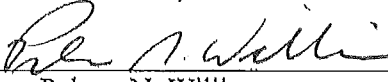
It is further noted that Building 1 was previously incorporated into and made subject to the Kings Grant Declaration by prior amendment recorded in Book 10495, Page 852; however, it is noted that Building 1 has now been reconfigured as a three (3) unit townhome building (per new plat referenced above) in lieu of a four (4) unit building as previously platted; and such new plat reference shall henceforth govern Building 1 for legal description purposes.

**[The Remainder of This Page Intentionally Left Blank;
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Agreement as of the dates set forth in the below notary acknowledgments, with the latter of said dates to be the effective date hereof.

DECLARANT:

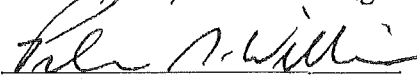
SRW BUILDERS, LLC

By: 
Palmer N. Williams
Vice President

NEW OWNER:

**QUARTERMAIN CONSTRUCTION
COMPANY, LLC**

By: SRW Builders, LLC, Member/Manager

By: 
Palmer N. Williams
Vice President

STATE OF North Carolina
 COUNTY OF Cumberland

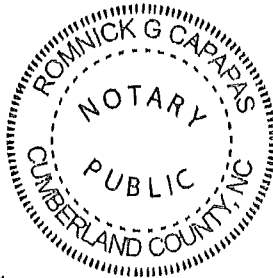
I, Romnick G Capapas, a Notary Public of said County and State, do hereby certify that Palmer N. Williams personally appeared before me this day and acknowledged that he is the Vice President of SRW BUILDERS, LLC, a North Carolina limited liability company, and that by authority duly given, and as the act of said company, said person executed the foregoing instrument on behalf of said company.

WITNESS my hand and official seal or stamp, this the 10th day of November, 2023

Romnick G Capapas
 Notary Public

My Commission Expires:
June 20, 2025

[Affix Notary Seal or Stamp]



STATE OF North Carolina
 COUNTY OF Cumberland

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Palmer N. Williams as the Vice President of SRW BUILDERS, LLC, a North Carolina limited liability company, said company being the Member/ Manager of Quartermain Construction Company, LLC, a North Carolina limited liability company.

Date: November 10, 2023

Official Signature of Notary: Romnick G Capapas

Notary's Printed Name: Romnick G Capapas

My commission expires: June 20, 2025

[Affix Notary Seal or Stamp]

