



Prepared by: This instrument prepared by Kara J. Keith of Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers, P.A., a licensed North Carolina attorney.
Return to: 1000 29th Avenue North, Myrtle Beach, SC 29577

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

**FIRST AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS
FOR
GRAND PARK TOWNHOMES
(A TOWNHOME COMMUNITY)**



**FIRST AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS
FOR
GRAND PARK TOWNHOMES
(A TOWNHOME COMMUNITY)**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR GRAND PARK TOWNHOMES (this "Amendment") made this 26th day of September, 2024, by Clayton Properties Group, Inc., a Tennessee corporation, doing business as Mungo Homes (the "Declarant").

WHEREAS, Declarant previously recorded that certain Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Grand Park Townhomes, dated April 23, 2024, and recorded May 6, 2024, in Book 5173 at Page 15, records of Brunswick County, North Carolina (as amended, modified or supplemented from time to time, the "Declaration"); and

WHEREAS, the Declarant desires to amend Declaration with regard to exterior maintenance as provided herein.

WHEREAS, Article XV, Section 9 of the Declaration provides that the Declaration may be amended without the consent or joinder of any other Owner or the Association for so long as Declarant owns any Lot or Dwelling Unit within the Property, provided that any such amendment does not materially alter or change any Owner's right to use and enjoyment of such Owner's Lot or Dwelling Unit or of the Common Area as set forth in the Declaration; and

WHEREAS, Declarant continues to own property within Grand Park Townhomes and is actively engaged in the development of Grand Park Townhomes, and this Amendment does not materially alter or change any Owner's right to use and enjoyment of such Owner's Lot or Dwelling Unit or of the Common Area as set forth in the Declaration.

NOW THEREFORE, in consideration of the foregoing premises and the additional sum of Five and No/100 (\$5.00) Dollars, the sufficiency and receipt of which is hereby acknowledged, the terms of the Declaration, upon the terms and conditions set forth herein, and that the Declaration shall be amended as set forth herein.

1. The foregoing recitals and all exhibits to this Amendment are hereby incorporated herein by this reference.

2. Article VIII, Section 1(a) of the Declaration is hereby deleted in its entirety and replaced with the following:

Exterior Maintenance. Subject to the terms herein this Section, the Association, at its expense, shall be responsible for the following items with respect to the exterior portions of the Buildings on a regular schedule (the "Exterior Maintenance"): lawn care in the front and rear of each Lot, pest control and pressure washing. For the



sake of clarity, each Owner of a Lot shall be responsible for all other matters of exterior maintenance on said Owner's Lot pursuant to Article VII, Section 2, below.

3. All capitalized but undefined terms used in this Amendment shall have the meaning ascribed to such terms in the Declaration.

[Signature page follows]



IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on September 26, 2024.

DECLARANT

Clayton Properties Group, Inc.
A Tennessee corporation

By: Tammy Spivey
Name: Tammy Spivey
Its: Asst. Secretary

New Hanover County, State of North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Tammy Spivey, as Asst Secretary of Clayton Properties Group, Inc.

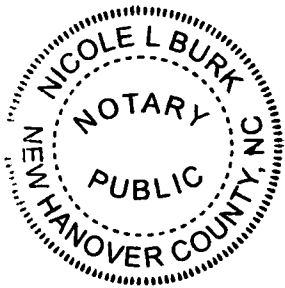
Date: 9/26/2024

My Commission Expires:

3/24/2029

Notary Public Nicole L Burk
Print Name: Nicole L Burk

[Affix Notary Stamp or Seal below]





IN WITNESS WHEREOF, Landowner consents to recordation of this Amendment and the undersigned have caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on September 26, 2024.

LANDOWNER

Developer's Capital Fund, LLC
A South Carolina limited liability company

By: Tammy Spivey
Its: Land Development Manager

New Hanover County, State of North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Tammy Spivey, as Land Development Manager of Developer's Capital Fund, LLC

Date: 9/26/2024

My Commission Expires:
3/24/2029

Notary Public Nicole L Burk
Print Name: Nicole L Burk

[Affix Notary Stamp or Seal below]

