



Brunswick County—Register of Deeds
Robert J. Robinson
Inst #326677 Book 2375Page 727
04/21/2006 03:25:28pm Rec#269260 DE

RE: ALLEN, MACDONALD & DAVIS
DEED 500... 109 39
500... 1298
\$

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

PREPARED BY & RETURN TO
ALLEN, MACDONALD & DAVIS
1502 MILITARY CUTOFF ROAD SUITE 102
WILMINGTON, N.C. 28403

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR LENA SPRINGS ESTATES

THIS DECLARATION, made the 13 day of April, 2006, by LENA SPRINGS, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant" or "Developer" for the purposes hereinafter stated:

WITNESSETH

WHEREAS, Declarant is the owner of that certain real property in Brunswick County, North Carolina, known as Lena Springs Estates, which is shown on a plat recorded in the Office of the Register of Deeds of Brunswick County, North Carolina, in Map Book 27 Page 480, to which reference is made for a more particular description (the "Property"); and

NOW, THEREFORE, Declarant declares that the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, 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 Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.
DEFINITIONS

SECTION 1. Additional Property shall mean and refer to any lands which are now owned or may be hereafter acquired or developed by Declarant, in addition to the above described Property, and annexed to and made a part of the Development (as hereinafter defined) pursuant to Article VII hereof.

SECTION 2. Association shall mean and refer to Lena Springs Estates Homeowners' Association, Inc., a North Carolina nonprofit corporation, its successors and assigns, the owners association organized for the purposes set forth in Article III hereof

SECTION 3. Assessments shall mean the Annual, Special, Insurance, Ad Valorem and Working Capital Assessments defined in Article IV hereof.

SECTION 4. Builder shall mean and refer to any contractor licensed by the State of North Carolina who acquires title to any Lot(s) within the Development with the intent to construct residences thereon for resale.

SECTION 5. Common Area(s) shall mean and refer to all real property within the Development owned by the Developer or the Association for the common use and enjoyment of the Owners, including any facilities located on such real property.

SECTION 6. Declarant shall be used interchangeably with Developer (which designations shall include singular, plural, masculine and neuter as required by the context) and shall mean and refer to LENA SPRINGS, LLC, a North Carolina limited liability company, its successors and assigns, if such successors or assigns should acquire undeveloped property from the Declarant for the purpose of development.

SECTION 7. Declaration shall mean this instrument as it may be from time to time amended or supplemented.

SECTION 8. Development shall mean the Property plus any Additional Property.

SECTION 9. Limited Common Area(s) shall mean areas and facilities within any Lot which are for the exclusive use of the Lot Owner but which the Association is obligated to maintain pursuant to the terms of this Declaration. There shall be no Limited Common Area on any Lot unless the same is specifically shown on the Subdivision Map for Lena Springs Estates.

SECTION 10. Lot(s) shall mean and refer to any numbered lot within the Development and any future lot(s) within the Development.

SECTION 11. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 12. Member(s) shall mean and refer to every person or entity who has a Membership in the Association.

SECTION 13. Membership shall mean and refer to the rights, privileges, benefits, duties and obligations, which shall inure to the benefit of and burden each Member of the Association.

SECTION 14. Property shall mean the Property as defined in the preamble to this Declaration.

ARTICLE II. EASEMENTS

SECTION 1. Owners' Easement of Enjoyment. Every Owner shall have and is hereby granted a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of Article III hereof.

SECTION 2. Easements in Favor of Declarant. The following easements are reserved to Declarant, Declarant's successors and assigns:

A. Easements as necessary in the lands constituting the Development for the installation and maintenance of utilities and drainage facilities; including, specifically, the right to grant a 10 foot wide easement over and adjacent to the front property line of each and every Lot and including the right of Declarant to go upon the ground with men and equipment to erect, maintain, inspect, repair and use electric and telephone lines, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over each Lot and such other areas as are shown on the plat of the Property or any Additional Property recorded or to be recorded in the office of the Register of Deeds of Brunswick County; the right to cut drain ways for surface water whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance; the right to cut any trees, bushes or shrubbery; the right to make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance; the right to locate wells, pumping stations, and tanks within residential areas, or upon any Lot with the permission of the owner of such Lot; and the right to subject the Property and any Additional Property to a contract with Progress Energy for the installation of street lighting, which contract requires a continuing monthly payment to Progress Energy by each resident customer for street lighting service (such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service).

B. Easements over all private streets, if any, access easements, and Common Areas within the Development as necessary to provide access, ingress and egress, to any Additional Property.

C. An easement of unobstructed access over, on, upon, through and across each Lot and the Limited Common Area located thereon, if any, at all, reasonable times to perform any maintenance and repair to the Limited Common Areas required by this Declaration. This easement shall also run in favor of the Association and the Association's agents, employees, successors and assigns.

SECTION 3. Other Easements. The following easements are granted by Declarant to others:

A. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services, to enter upon all Lots and Common Area in the performance of their duties.

B. In case of any emergency originating in or threatening any Lot or Common Areas, regardless of whether any Lot Owner is present at the time of such emergency, the Association or any other person authorized by it, shall have the right to enter any Lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owners, and such right of entry shall be immediate.

C. The Association is granted an easement over each Lot for the purposes of exercising its rights under Article VI, Section 5, of this Declaration.

SECTION 4. Nature of Easements. All easements and rights described herein are perpetual easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property or any Additional Property, or any part or portion thereof, regardless of whether or not reference is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

ARTICLE III. HOMEOWNERS' ASSOCIATION

SECTION 1. Formation of Association. Lena Springs Estates Homeowners' Association, Inc. is a nonprofit corporation organized pursuant to the Nonprofit Corporation Act of the State of North Carolina for the purpose of establishing an association for the Owners of Lots to operate and maintain the Common Areas and to provide any other services provided in this Declaration or agreed to by a majority of the Members.

SECTION 2. Membership. Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Lot ownership.

SECTION 3. Voting Rights. Each Member shall be entitled to one vote in the affairs of the Association 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 Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

SECTION 4. Powers, Privileges, Rights and Obligations. In addition to the rights and powers granted to the Association in its charter and to the rights and powers with regard to assessments set forth in Article IV of this Declaration, the Association shall have and possess and shall perform and exercise the following powers, privileges, rights and duties, subject, however, to the rights of the Declarant contained in Article V hereof:

A. The Association shall be entitled to make and amend reasonable rules and regulations governing use of the Common Areas by the Owners;

B. The Association shall be responsible for the operation, upkeep, maintenance, protection, preservation, repairs, reconstruction and/or replacement of (i) the Common Areas and improvements and additions thereto, and (ii) the Limited Common Areas, if any; provided, however, that in the event that any of the above activities are necessitated by the willful act or active or passive negligence of any Owner, his family, guests, invitees or tenants, or is caused by fire, wind, rain, blowing water, lightning, smoke or other hazard or casualty, and the cost of such maintenance, repair or other activity is not fully covered by insurance, then, at the sole discretion of the Board of Directors of the Association, the cost of the same shall be the personal obligation of the Owner and if not paid to the Association upon demand, may be added to the annual assessment levied against said Owner's Lot.

C. The Association may engage in such other activities as authorized by a majority of the Members.

D. The Association may suspend the voting rights and privileges of an Owner for any period during which any Assessments against the Owner's lot remain unpaid and for a period not to exceed 60 days for an infraction of the published rules and regulations of the Association.

E. The Association may mortgage or convey the Common Areas, or dedicate or transfer all or part of the Common Areas, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by at least two thirds of the Members.

F. The Board of Directors on behalf of the Association, as a common expense, may at all times keep the Common Areas and other property of the Association, if any, insured against loss or damage by fire or other hazards and Other such risks, including, but not limited to directors' liability and public liability insurance, upon such terms and for such amounts as may be reasonably necessary from time to time to protect such property, which insurance shall be payable in case of loss to the Association for all Members. The Association shall have the sole authority to deal with the insurer in the settlement of claims. Such insurance shall be obtained without prejudice to the right of each Member to insure his personal property for his own benefit at his own expense. In no event shall the insurance coverage obtained by the Association be brought into contribution with insurance purchased by Members or their mortgagees.

ARTICLE IV. COVENANTS FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed for the Owner's Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association the following assessments (collectively the "Assessments"):

- A. Annual Assessments;
- B. Special Assessments for Capital Improvements;
- C. Insurance Assessments;
- D. Ad Valorem Tax Assessments; and
- E. Working Capital Assessments.

The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the respective Lot against which the Assessments are made. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due.

SECTION 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Property and Additional Property and for the improvement and

maintenance of the Common Areas and any Limited Common Areas. The funds arising from said assessments or charges may be used for any or all of the following purposes: operations, maintenance and improvement of the Common Areas, and any Limited Common Areas, including payment of utilities, enforcing this Declaration, paying taxes, insurance premiums, legal and accounting fees and governmental charges, establishing working capital, and in addition, doing any other things necessary or desirable in the opinion of the Association to keep the Common Areas and Limited Common Areas in good operating order and repair.

SECTION 3. Annual Assessments. Annual Assessments shall be in an amount to be fixed from year to year by the Board of Directors which may establish different rates from year to year as it may deem necessary for the purposes set forth in Section 2 above. The amount of the Annual Assessment against each Lot for any given year shall be fixed at least 30 days in advance of the Annual Assessment period; provided, however, that the first Annual Assessment shall be set prior to the conveyance of the first Lot to an Owner and written notice to the Owners to be subjected thereto shall be delivered to the Owners at or prior to the closing of their Lots. Written notice of each Annual Assessment thereafter shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro rata periodic installments, as the Board may in its discretion determine. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual Assessment may be increased each year not more than ten percent (10%) above the Annual Assessment for the previous year without a vote of the Members, except as herein provided.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual Assessment may be increased above ten percent (10%) by a vote of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

C. The Board of Directors may increase the amount of the Annual Assessment to \$200.00 per Lot notwithstanding the provisions of subparagraphs A and B above, and thereafter the limitations set forth in said subparagraphs shall apply to any annual increase.

D. A Lot conveyed to a Builder by the Declarant shall be exempt from the Annual Assessments under this Section until the earlier of six (6) months from the date of conveyance of title of the Lot by Declarant to Builder or the date of conveyance of title of the Lot by Builder to a third party.

SECTION 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas and any Limited Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Insurance Assessment. All premiums on insurance policies purchased by the Board of Directors or its designee pursuant to Article III and any deductibles payable by the Association upon loss shall be a common expense, and the Association may in any assessment year levy against the Owners equally an "Insurance Assessment", in addition to the Annual Assessments provided for under Section 3 above, which shall be in an amount sufficient to pay the annual cost of all such deductibles and insurance premiums not included as a component of the Annual Assessment. Such assessment shall not be subject to the 10% limitation set out in Section 3A and 3B of this Article IV.

SECTION 6. Ad Valorem Tax Assessments. All ad valorem taxes levied against the Common Areas, if any, shall be a common expense, and the Association may in any assessment year

levy against the Owners equally an "Ad Valorem Tax Assessment", in addition to the Annual Assessments provided for under Section 3 above, which shall be in an amount sufficient to pay such ad valorem taxes in such year not included as a component of the Annual Assessment. Such assessment shall not be subject to the 10% limitation set out in Section 3A and 3B of this Article IV.

SECTION 7. Working Capital Assessments. At the time title to a Lot is conveyed to an Owner by Declarant, the Owner shall pay to the Association as working capital an amount equal to two months' assessments. Such funds shall be used solely for initial operating and capital expenses of the Association such as prepaid insurance, supplies, and furnishings, fixtures and equipment for the Common Areas, etc. Amounts paid into the working capital fund are not to be considered as advance payment of the Annual or any other assessments. Any working capital funds remaining after the last Lot has been sold by Declarant shall be transferred to and become part of the general funds of the Association, in the discretion of the Board of Directors.

SECTION 8. Transfer Fee. At the time a Lot is conveyed to a purchaser or third party, the purchaser or third party must pay the transfer fee then in effect to the Association. The initial transfer fee shall be seventy-five dollars (\$75.00). This section applies to conveyances of a Lot(s) by the Declarant to a purchaser or third party (except for conveyances to a Builder provided the Builder will be required to pay a Transfer Fee in the event the Builder retains ownership of the Lot(s) for more than one year) as well as all subsequent conveyances of the Lot(s) by an Owner to a purchaser or third party.

SECTION 9. Notice and Quorum For Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all votes of each class of Membership shall constitute a quorum. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 10. Uniform Rate of Assessment. The Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 11. Commencement of Assessments. Assessments for each Lot shall commence upon the date of acceptance by an Owner of a deed from Declarant.

SECTION 12. Effect of Nonpayment of Assessments and Remedies of the Association. Any Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%). The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot in the same manner as a deed of trust under power of sale as allowed under North Carolina Law. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. All unpaid installment payments of Assessments shall become immediately due and payable if an Owner fails to pay any installment within the time permitted.

SECTION 13. Subordination Of The Lien To Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V RIGHTS OF DEVELOPER/DEVELOPER CONTROL

The Declarant shall have and there is hereby reserved to the Declarant, the following rights, powers and privileges which shall be in addition to any other rights, powers and privileges reserved to the Declarant herein:

SECTION 1. The Association/Period of Declarant Control. All the powers and duties of the Board of Directors of the Association may be exercised by the Declarant, and the Declarant shall appoint all members of the Board of Directors, until such time as ninety percent (90%) of the Lots within the Development have been sold or conveyed by the Declarant to purchasers (the "Declarant Control Period"). Management and control can be voluntarily transferred by Declarant to the Owners at any time.

SECTION 2. The Architectural Control Committee. All duties and responsibilities conferred upon the Architectural Control Committee by this Declaration or the By-laws of the Association shall be exercised and performed by the Declarant or its designee, so long as Declarant shall own any Lot within the Property or any Additional Property. Thereafter, the Architectural Committee shall be as designated in Article VI, Section 1.

SECTION 3. Plan of Development. The right to change, alter or redesignate the allocated planned, platted, or recorded use or designation of any of the lands constituting the Development (so long as the Declarant retains title to said lands) including, but not limited to, the right to change, alter or redesignate road, utility and drainage facilities and easements and to change, alter or redesignate such other present and proposed amenities or facilities as may in the sole judgment and discretion of Declarant be necessary or desirable. The Declarant hereby expressly reserves unto itself, its successors and assigns, the right to re-plat any one (1) or more Lots shown on the plat of any subdivision of the Property or Additional Property in order to create one or more modified Lots, to further subdivide tracts shown on any such subdivision plat into two or more Lots; to recombine one or more tracts or Lots or a tract and Lots to create a larger tract; to eliminate from this Declaration Lots that are not otherwise buildable or are needed for access or are needed for use as private roads or access areas, and to take such steps as are reasonably necessary to make such re-platted Lots or tracts suitable and fit as a building site or access area or roadway.

SECTION 4. Amendment of Declaration by the Declarant. This Declaration may be amended by the Declarant, or the Board of the Association, as the case may be, as follows:

- A. In any respect, prior to the sale of the first Lot.
- B. To the extent this Declaration applies to Additional Property.
- C. To correct any obvious error or inconsistency in drafting, typing or reproduction.
- D. To qualify the Association or the Property and Additional Property, or any portion thereof, for tax exempt status.
- E. To include any platting change as permitted herein.

F. To conform this Declaration to the requirements of any law or governmental agency having legal jurisdiction over the Property or any Additional Property or to qualify the Property or any Additional Property or any Lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of North Carolina, regarding purchase or sale of such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U. S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion. Notwithstanding anything else herein to the contrary, only the Declarant, during the Declarant Control Period, shall be entitled to amend this Declaration pursuant to this Section 4, F.

ARTICLE VI.
USE RESTRICTIONS AND ARCHITECTURAL CONTROL

SECTION 1. Building and Site Improvement. No dwelling, wall or other structure, including fences, shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change in or alteration therein (including painting or repainting of exterior surfaces) be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, or its designee, or, after the sale of all Lots by Declarant, by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event the Declarant, or its designee, or, if applicable, the Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Refusal or approval of any such plans, location or specification may be based upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Declarant, the Board, or Architectural Control Committee shall be deemed sufficient. One copy of all plans and related data shall be furnished to the Declarant, the Board, or Architectural Control Committee, as the case may be, for its records. Neither the Declarant, the Board, nor the Architectural Control Committee shall be responsible for any structural or other defects in plans and specifications submitted to it or any structure erected according to such plans and specifications.

SECTION 2. Approval of Plans. Approval of building plans for any Lot is subject to the following requirements:

A. No house plans will be approved unless the proposed house shall have a minimum of 1000 square feet of enclosed, heated dwelling area. The term "enclosed, heated dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling which is heated by a common heating system; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas.

B. The building setback lines established by this Declaration are as follows: twenty-five (25) feet from the front boundary line of a Lot; twenty-five (25) feet from the rear boundary line of a Lot; and seven and one-half (7.5) feet from the side boundary lines of a Lot. In order to assure that the foregoing considerations are given maximum effect, the site and location of any house or dwelling or other structure upon any lot shall be controlled by and must be approved absolutely by the Declarant, the Board, or the Architectural Control Committee, as the case may be.

C. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder, due to strikes, fires, national emergency or natural calamities.

D. No structure shall be erected, altered, placed or permitted to remain on any Lot, except one single family dwelling not to exceed two and one-half stories in height. Provided, however, that a storage shed shall be allowed on a Lot provided it is located entirely in the rear yard of the Lot. No garage apartments are allowed.

E. All service utilities, fuel tanks, and wood piles are to be enclosed within a wall or plant screen of a type and size approved by the Declarant, the Board or the Architectural Control Committee, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision. All mail and newspaper boxes shall be uniform in design. Design for mail and newspaper boxes shall be furnished by Declarant. Fences shall be permitted on any Lot; provided, however, that the design and materials of any fence are approved by the Declarant, the Board, or the Architectural Control Committee, as the case may be, and provided further, that no fence shall be over six feet in height or forward of a point located five (5) feet to the rear of the front elevation of the dwelling on the Lot. Clothes lines are not permitted on any Lot.

F. Off street parking for not less than two (2) passenger automobiles must be provided on each Lot prior to the occupancy of any dwelling constructed on said Lot which parking areas and the driveways thereto shall be constructed of concrete, brick, asphalt, or turf stone, or any other material approved by Declarant, the Board or Architectural Control Committee. Said parking areas must have a width that can accommodate at least two (2) passenger automobiles parked side by side in the parking area.

G. Sidewalks must be constructed on each Lot. Said sidewalks shall be constructed of a material approved by Declarant, the Board, or Architectural Control Committee. Sidewalks must be three and one-half (3.5) feet in width and shall be constructed at the front of each Lot. If a Lot is a corner Lot, sidewalks must be constructed on the sides of the Lot which border the adjacent streets.

SECTION 3. Land Use and Building Type. No Lot shall be used for any purpose except for residential purposes. All numbered Lots are restricted for construction of single family dwellings only. Different and amended land use restrictions and architectural control guidelines may be established for Additional Property added to the Development by Declarant; provided, however, that no Lot may be used for other than single family dwellings except pursuant to approval of the Members in accordance with this Declaration.

SECTION 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature as may diminish or destroy the enjoyment of other Lots by the Owners thereof. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on the Owner's Lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

SECTION 5. Lot Maintenance. Each Lot Owner shall keep his Lot free from weeds, underbrush or refuse piles, or unsightly growth or objects. In the event the Owner fails to do so, then, after thirty days notice from the Architectural Control Committee, the Association or its designee may enter upon the Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, and in such event a lien shall arise and be created in favor of the Association for the full amount of the cost thereof chargeable to such Lot, including collection costs and such amounts shall be due and payable within thirty (30) days after the Owner is billed therefor. Such lien shall be enforceable by Court proceedings as provided by law for enforcement of liens.

SECTION 6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot any time as a residence either temporarily or permanently without the written consent of the Association or its designee; provided, however, that this shall not prevent the Declarant, its designees or assigns from maintaining a construction trailer or office on any part of the Development until the construction of dwellings on all Lots is completed.

SECTION 7. Vehicles: Boats. No boat, motor boat, camper, trailer, motor or mobile homes, tractor-trailer, or similar type vehicle, shall be permitted to remain on any Lot or on any street at any time, without the written consent of the Association or its designee, provided, however, such a vehicle or boat may remain on a Lot so long as the vehicle or boat is not visible from the street. No inoperable vehicle or vehicle without current registration and insurance, will be permitted on any Lot, street or Common Area. The Association shall have the right to have all such vehicles towed away at the owner's expense. No repairs to any vehicle may be made on streets or in driveways but only in garages or other areas and not visible from the street.

SECTION 8. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free, are at all times kept properly leashed or under the rule of their owner and do not become a nuisance to the neighborhood.

SECTION 9. Statuary, Television Satellite Dishes and Antennas. No yard statuary or TV satellite signal receiving dishes are permitted on any Lot and no outside radio or television antennas shall be erected on any Lot or dwelling unit unless and until permission for the same has been granted by the Board of Directors of the Association or its Architectural Control Committee.

SECTION 10. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot for the purpose of illumination shall be clear, white or non-frost lights or bulbs.

SECTION 11. Landscaping. Prior to initial occupancy of the residence constructed on each Lot, the front yard area of such Lot must be sodded; provided, however, that any areas to be used as planting beds for trees and shrubs need not be sodded so long as such beds are planted prior to initial occupancy of the Lot. The Declarant, the Board or the Architectural Control Committee, as the case may be, may on account of adverse weather conditions or for other good cause shown permit such landscaping to be done within a period of six months after initial occupancy of the residence.

SECTION 12. Signs. No signs shall be permitted on any Lot or in the Common Areas without permission of the Board of Directors, except that a sign conforming to any applicable governmental sign ordinance may be displayed by the owner of any Lot for the purpose of advertising that said Lot is for sale, provided the sign shall not be larger than 2X3 feet.

SECTION 13. Alterations. No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Areas except the direction or with the express written consent of the Association.

SECTION 15. Subdividing. Subject to the provisions of Article V hereof, no Lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Declarant during the period of Declarant control of the Association and thereafter by the Board of Directors of the Association.

ARTICLE VII ANNEXATION OF ADDITIONAL PROPERTY

SECTION 1. Declarant may annex to and make a part of the Development any other real property which Declarant now owns or which Declarant may hereafter acquire or develop (the "Additional Property"), as follows:

A. Except as provided in subparagraph B, below, annexation of Additional Property to the Development shall require the assent of a majority of the Members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting.

B. Additional Property contiguous to the Development may be annexed to the Development by the Declarant or its successor at any time through December 31, 2010 without the assent of the Members so long as the Additional Property can be used only for residential purposes and related facilities usually appurtenant to residential developments, recreational facilities and Common Areas.

SECTION 2. Annexation of Additional Property shall occur upon the recording, in the Office of the Register of Deeds for the county where the Additional Property is located, of (i) a subdivision plat for the Additional Property and (ii) a supplemental declaration stating that the Additional Property is made a part of the Development and is subject to this Declaration. Upon recording of such plat and supplemental declaration, the Additional Property shall become fully subject to the terms of this Declaration, except to the extent that pursuant to Article V, Section 4 hereof, the Declarant amends the applicability of this Declaration to the Additional Property.

ARTICLE VIII.
GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Enforcement of Stormwater Runoff Regulations. No more than 2,800 square feet of any Lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials (the "Built Upon Area"). All Lots shall be graded so that two thirds of the Lot area drains to the abutting street(s). The covenants contained in this section are intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and, therefore, may be enforced by the State of North Carolina. Any Owner may in accordance with applicable governmental regulations borrow from another Owner any Built Upon Area which is not being utilized by the other Owner. Such transaction need not be approved by any Owners, other than those involved in the transaction, by the Declarant or by the Association.

A. Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings.

B. Built-upon area in excess of the permitted amount requires state stormwater management permit modification prior to construction.

C. All permitted runoff from out parcels or future development shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall perform in a manner that maintains the integrity and performance of the system as permitted.

D. The Stormwater Runoff Regulations of this section shall not be amended or modified without the written approval of the North Carolina Department of Environment and Natural Resources.

SECTION 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 4. Lots Subject to Declaration. All present and future Owners, tenants and occupants of Lots and their guests or Invitees, shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such Owner, tenant or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot, as though such provisions were made a part of each and every deed of conveyance or lease, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

SECTION 5. Amendment of Declaration. Except as provided elsewhere herein, the covenants and restrictions of this Declaration may be amended only by an instrument duly recorded in the Office of the Register of Deeds of the county where the Development is located, executed by the duly authorized officers of the Association upon the vote of not less than a majority of the Lot Owners; provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. In no event may the Declaration be amended so as to deprive the Declarant of any rights herein granted or reserved unto Declarant.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its corporate name by its duly authorized Members/Managers this the 13 day of April, 2006.

LENA SPRINGS, LLC, a North Carolina limited liability company

BY: [Signature] (SEAL)
Michael Otelsberg, Manager

BY: [Signature] (SEAL)
Art Ricks III, Manager

BY: [Signature] (SEAL)
Terry DeVita, Manager

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Darlene J. Bright, a Notary Public in and for said County and State, do hereby certify that Michael Otelsberg personally came before me this day and acknowledged that he is a manager of LENA SPRINGS, LLC, a limited liability company which is a the limited liability company described in and which executed the foregoing instrument; that he executed said instrument in the limited liability company name by subscribing his name thereto.

WITNESS my hand and notarial seal, this the 13 day of April, 2006.

[Signature]
Notary Public



My commission expires: 10-17-09

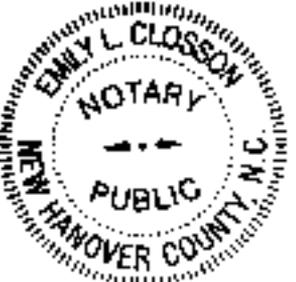
STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Emily L. Closson, a Notary Public in and for said County and State, do hereby certify that Art Ricks III personally came before me this day and acknowledged that he is a manager of LENA SPRINGS, LLC, a limited liability company which is a the limited liability company described in and which executed the foregoing instrument; that he executed said instrument in the limited liability company name by subscribing his name thereto.

WITNESS my hand and notarial seal, this the 13 day of April, 2006.

[Signature]
Notary Public



My commission expires 12/12/09

COUNTY OF NEW HANOVER

I, Darlene J. Bright, a Notary Public in and for said County and State, do hereby certify that TERRY DEVITA personally came before me this day and acknowledged that he is a manager of LENA SPRINGS, LLC, a limited liability company which is a the limited liability company described in and which executed the foregoing instrument; that he executed said instrument in the limited liability company name by subscribing his name thereto.

WITNESS my hand and notarial seal, this the 13 day of April, 2006.

Darlene J. Bright
Notary Public

My commission expires: 10-17-09





03-30-2007 11:01:28.000
Robert J. Robinson
Brunswick County, NC Register of Deeds page 1 of 3

Robert J. Robinson Register of Deeds
03-30-2007 11:01:28.000 Brunswick County, NC
NC REVENUE STAMP: \$270.00 (#49510)

Presenter George Colet Ret: FS
Total 20 Rev 270 Int VR
Chk # _____ Ck # _____ Cash \$ _____
Refund. 7 Cash \$ 450 Finance _____
 Portions of document are illegible due to condition of original
 Document contains seals verified by original instrument that cannot be reproduced or copied

(Excise Tax) \$70.00 ^{AK}

Recording time, Book and Page

Tax Parcel No.

Prepared By: James A. MacDonald, Attorney
Allen, Macdonald & Davis, PLLC
1508 Military Cutoff Road, Suite 102
Wilmington, North Carolina 28403

After recording mail to: Beverley Simone Hutchinson
1510 Everett Springs Drive
Navassa, North Carolina 28451

STATE OF NORTH CAROLINA

WARRANTY DEED

COUNTY OF BRUNSWICK

THIS DEED, made this 27 day of March, 2007, by and between **ANDREWS REAL ESTATE, L.L.C.**, a North Carolina limited liability company, hereinafter called the Grantor, and **BEVERLEY SIMONE HUTCHINSON**, hereinafter called the Grantee. The designations Grantor and Grantee, as used herein, shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter, as required by context.

WITNESSETH:

THAT said Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and, by these presents, does hereby grant, bargain, sell and convey, unto the said Grantee, her heirs, successors and assigns, in fee simple, all that certain lot or parcel of land situated in Brunswick County, North Carolina, and more particularly described as follows:

BEING ALL OF THAT PROPERTY SHOWN ON EXHIBIT "A," WHICH IS HERETO ATTACHED AND INCORPORATED BY REFERENCE.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land, and all privileges and appurtenances thereto belonging, to the Grantee in fee simple.

And the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, and has the right to convey the same in fee simple; that title is marketable and free and clear of all encumbrances, except as follows: 2007 ad valorem taxes, usual rights-of-way for utilities, restrictive covenants of record, if any, and applicable zoning regulations and ordinances, if any; and that Grantor will WARRANT and DEFEND the title against the lawful claims of all persons whomsoever, except for exceptions herein stated.



IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized manager, the day and year first above written.

ANDREWS REAL ESTATE, LLC, a North Carolina limited liability company

BY: *Wilmington Keith Andrews*
WILMON KEITH ANDREWS, Manager

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

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: **WILMON KEITH ANDREWS, Manager of ANDREWS REAL ESTATE, LLC, a North Carolina limited liability company** [CHECK ONE] (i) I have personal knowledge of the identity of the principal; or (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a _____.

Date: 3-27-07, 2006.

Janet R. Meyland
Notary Public Signature

(Official Seal of Notary Public)

Janet R. Meyland
Printed Name of Notary Public

My commission expires: 5-14-10





EXHIBIT "A"

BEING all of Lot 22 of **LENA SPRINGS ESTATES** as shown on a map of same duly recorded in Map Cabinet 35, at Pages 40 and 41 of the Brunswick County Registry, reference to which is hereby made for a more particular description.



Presenter: Lena Springs Ref: Mail
Total 14 Rev: _____ Int: RT
Chk # 14 Chk # 0512 Cash \$ _____
Refund: _____ Cash \$ _____ Finance _____
 Portions of document are illegible due to condition of original
 Document contains seals verified by original instrument that cannot be reproduced or copied.

Notice of Representation

Grantor: Lena Springs Estates Owners Association

TAKE NOTICE THAT the above named Grantor has entered into a management agreement with:

T & S Property Management, LLC dba
Community Association Management Specialists (CAMS)
1620 Military Cutoff Road, Suite 108
Wilmington, NC 28403
Telephone: (910) 256-3792

Pursuant to said management agreement, all inquiries regarding the status of assessments should be directed to Community Association Management Specialists (CAMS) at the address shown above.

This 5th day of April 2007

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be executed by authority of its Board of Directors first duly given, this the day and year first above written.

Lena Springs Estates Owners Association

By [Signature]
MEMBER ASSOCIATION

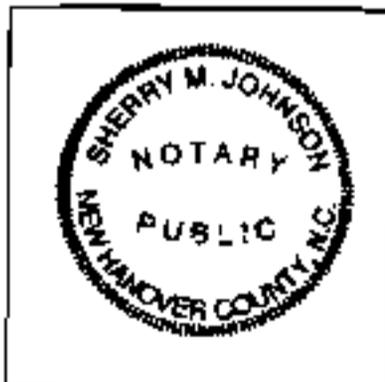
STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Sherry M. Johnson, a Notary Public in and for said County and State, do hereby certify that Michael Oelsberg personally came before me this day and acknowledged that he is Member President of Lena Springs, a corporation, and that he/she as Member President being authorized to do so, executed the foregoing on behalf of the *Estate Owners Association corporation.

WITNESS my hand and official seal, this the 5th day of April, 2007.

Sherry M. Johnson
Notary Public

My Commission Expires:
2-1-2012





Presents: Allen Macdonald Ref: Box
Total 26.00 Ref: 13
DAS: 26.00 CA# 2476 Cents
Refund _____ Date _____ Finance _____
I understand and agree to the above and will
C.A.T.
I understand and agree to the above and will
C.A.T.

PREPARED BY & RETURN TO
ALLEN, MACDONALD & DAVIS, PLLC
1508 MILITARY CUTOFF ROAD
SUITE 102
WILMINGTON, NC 28403

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

SECOND AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
LENA SPRINGS ESTATES

THIS AMENDMENT is made the 23rd day of July, 2007, by the Declarant, LENA SPRINGS, LLC, FRANK ROBERTS CONSTRUCTION COMPANY, INC. and ANDREWS REAL ESTATE, LLC, for the purpose of amending the Declaration of Covenants and Restrictions of LENA SPRINGS ESTATES as hereinafter set forth:

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions of LENA SPRINGS ESTATES (hereinafter the "Declaration") was recorded in Book 2375, at Page 727 of the Brunswick County Registry; and,

WHEREAS, Declarant has recorded a plat for LENA SPRINGS ESTATES in Map Book 36, at Pages 152 and 153 of the Brunswick County Registry (hereinafter the "Plat"); and,

WHEREAS, Declarant, pursuant to the rights reserved in Article V Sections 3 and 4 of the Declaration, wishes to amend the Declaration so as to provide that the lots in LENA SPRINGS ESTATES as shown on the above Plat shall be subject to the Declaration; and,

WHEREAS, the Declarant has sold some of the Lots to Frank Roberts Construction Company, Inc. and Andrews Real Estate, LLC who join in this second amendment to ratify and join in the subjecting the Lots to the Restrictive Covenants.

NOW, THEREFORE, the undersigned, being all of the owners of the Lots hereinafter described, amend the Declaration as follows.

- (1) Declarant hereby applies the Declaration to all of the Lots on the Plat for LENA SPRINGS ESTATES as shown in Map Book 35, at Pages 152 and 153 of the Brunswick County Registry.



- (2) Article IV Section 3 (D) shall be deleted in its entirety and the following shall be added;

Article IV Section 3 (D)

A Lot conveyed to a Builder by the Declarant shall be exempt from Annual Assessments or Working Capital Assessments under this Section 3 until the earlier of twelve (12) months after sale to the Builder or the sale or occupancy of the Lot by a third party at which time the annual assessments and working capital assessments will be imposed and commence.

- (3) The following shall be added to Article IV Section 7
Provided however that Builders who are deeded vacant lots directly from the Declarant shall not be required to pay Annual Assessments or Working Capital Assessments until the earlier of twelve (12) months after the sale to the Builder or the sale or occupancy of the Lot by a third party at which time the Annual Assessments and Working Capital Assessments shall commence.

Except as modified by this Amendment all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

Signatures on the next page



IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this
the 23rd day of July, 2007.

LENA SPRINGS, LLC
a North Carolina limited liability company

BY:  (SEAL)
MICHAEL OTELSBERG, Manager

FRANK ROBERTS CONSTRUCTION
COMPANY, INC., a North Carolina
corporation

BY:  (SEAL)
O. FRANK ROBERTS, President
FR

ANDREWS REAL ESTATE, LLC,
a North Carolina limited liability company

BY:  (SEAL)
WILMON KEITH ANDREWS, Manager

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

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: MICHAEL OTFELSBERG, Manager of LENA SPRINGS, LLC, a North Carolina limited liability company [CHECK ONE] (i) I have personal knowledge of the identity of the principal; or (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a _____



Date: July 25, 2007, 2007.

Janet R. Meyland
Notary Public Signature

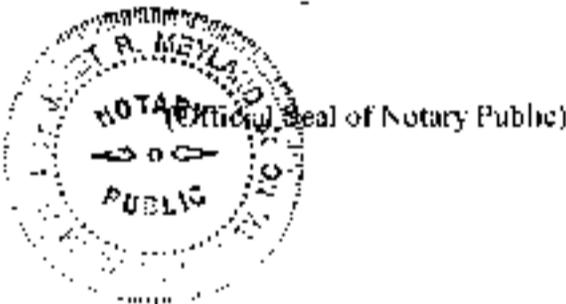
Janet R. Meyland
Printed Name of Notary Public

My commission expires: 5-14-10

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

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: O. FRANK ROBERTS, JR., President of FRANK ROBERTS CONSTRUCTION COMPANY, INC., a North Carolina corporation [CHECK ONE] (i) I have personal knowledge of the identity of the principal; or (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a _____



Date: July 23, 2007.

Janet R. Meyland
Notary Public Signature

Janet R. Meyland
Printed Name of Notary Public

My commission expires: 5-14-10

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

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: William Keith Andrews, Manager of ANDREWS REAL ESTATE, I.T.C, a North Carolina limited liability company [CHECK ONE] (i) I have personal knowledge of the identity of the principal; or (ii) I have seen satisfactory evidence of the principal's identity by a current state or Federal identification, with the principal's photograph, in the form of a

Date: July 23, 2007.

Janet R. Mayland
Notary Public Signature

(Official Seal of Notary Public)

Janet R Mayland
Printed Name of Notary Public

My commission expires: 5-14-11





Presented Allen MacDonald & Davis Ref: Page
 Total 17 Rev Int
 2 CASH 10.11 Ck # 3838 Cash \$
 Refund Cash \$ Finance
 This instrument is not a negotiable instrument
 This instrument has been verified by original
 This instrument is a duplicate of the original

STATE OF NORTH CAROLINA
 COUNTY OF BRUNSWICK

THIRD AMENDMENT TO
 DECLARATION OF COVENANTS
 AND RESTRICTIONS FOR
 LENA SPRINGS ESTATES

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR LENA SPRINGS ESTATES is made the 15 day of August, 2007, by the Declarant, LENA SPRINGS, L.L.C. for the purpose of amending the Declaration of Covenants and Restrictions of LENA SPRINGS ESTATES as hereinafter set forth.

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions of LENA SPRINGS ESTATES (hereinafter the "Declaration") was recorded in Book 2375, at Page 727 of the Brunswick County Registry; and,

WHEREAS, Declarant has recorded a plat for LENA SPRINGS ESTATES in Map Book 42, at Page 44 of the Brunswick County Registry (hereinafter the "Plat"); and,

WHEREAS, Declarant, pursuant to the rights reserved in Article V Sections 3 and 4 of the Declaration, wishes to amend the Declaration so as to provide that the lots in LENA SPRINGS ESTATES as shown on the above Plat shall be subject to the Declaration; and,

NOW, THEREFORE, the undersigned, being all of the owners of the Lots hereinafter described, amend the Declaration as follows:

1. Declarant hereby applies the Declaration to all of the Lots on the Plat for LENA SPRINGS ESTATES as shown in Map Book 42, at Page 44 of the Brunswick County Registry.

2. Article IV Section 3 (D) shall be deleted in its entirety and the following shall be added:

Article IV Section 3 (D): A Lot conveyed to a Builder by the Declarant shall be exempt from Annual Assessments or Working Capital Assessments under this Section 3 until the earlier of twelve (12) months after sale to the Builder or the sale or occupancy of the Lot by a third party at which time the annual assessments and working capital assessments will be imposed and commence.

PREPARED BY & RETURN TO
 ALLEN, MACDONALD & DAVIS, PLLC
 1608 MILITARY CUTOFF ROAD
 SUITE 102
 WILMINGTON, NC 28403

3 The following shall be added to Article IV Section 7:

Provided however that Builders who are deeded vacant lots directly from the Declarant shall not be required to pay Annual Assessments or Working Capital Assessments until the earlier of twelve (12) months after the sale to the Builder or the sale or occupancy of the Lot by a third party at which time the Annual Assessments and Working Capital Assessments shall commence.

Except as modified by this Amendment all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed the day and year first above written.

LENA SPRINGS, LLC
a North Carolina limited liability company
BY [Signature] (SEAL)
MICHAEL OTENBERG, Manager

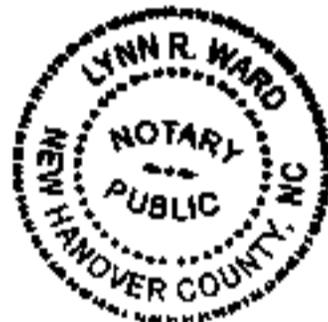
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Lynn R. Ward, a Notary Public in and for said County and State, do hereby certify that MICHAEL OTENBERG personally came before me this day and acknowledged that he is Manager of LENA SPRINGS, LLC, a North Carolina limited liability company, which is the company described in and which executed the foregoing instrument: [CHECK ONE] (i) I have personal knowledge of the identity of the principal; or (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a _____

Witness my hand and official seal, this the 15th day of August, 2007.

[Signature]
Notary Public

My Commission Expires: 5-18-08





Presenter: Allen MacDonald Davis Bx
Total 23 5.00 Int 43
Chk \$ 23 Chk # 2484 Cash \$ _____
Refund: _____ Cash \$ _____ Finance _____
 Portions of document are being due to condition of original
 Document contains seals verified by original instrument that cannot be reproduced or copied

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

REVISED
SECOND AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
LENA SPRINGS ESTATES

THIS REVISED SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR LENA SPRINGS ESTATES is made the 23 day of August, 2007, by the Declarant, LENA SPRINGS, LLC, FRANK ROBERTS CONSTRUCTION COMPANY, INC., and ANDREWS REAL ESTATE, LLC, for the purpose of amending the Declaration of Covenants and Restrictions of LENA SPRINGS ESTATES as hereinafter set forth:

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions of LENA SPRINGS ESTATES (hereinafter the "Declaration") was recorded in Book 2375, at Page 727 of the Brunswick County Registry; and,

WHEREAS, Declarant has recorded a plat for LENA SPRINGS ESTATES in Map Book 36, at Pages 152 and 153 of the Brunswick County Registry (hereinafter the "Plat"); and,

WHEREAS, Declarant, pursuant to the rights reserved in Article V Sections 3 and 4 of the Declaration, wishes to amend the Declaration so as to provide that the lots in LENA SPRINGS ESTATES as shown on the above Plat shall be subject to the Declaration; and,

WHEREAS, the Declarant has sold some of the Lots to Frank Roberts Construction Company, Inc. and Andrews Real Estate, LLC, who join in this second amendment to ratify and join in the subjecting the Lots to the Restrictive Covenants.

NOW, THEREFORE, the undersigned, being all of the owners of the Lots hereinafter described, amend the Declaration as follows:

- 1 Declarant hereby applies the Declaration to all of the Lots on the Plat for LENA SPRINGS ESTATES as shown in Map Book 36, at Pages 152 and 153 of the Brunswick County Registry
- 2 Article IV Section 3 (D) shall be deleted in its entirety and the following shall be added.

PREPARED BY & RETURN TO
ALLEN, MACDONALD & DAVIS, PLLC
1608 MILITARY CUTOFF ROAD
SUITE 102
WILMINGTON, NC 28403



Article IV Section 3(D) A Lot conveyed to a Builder by the Declarant shall be exempt from Annual Assessments or Working Capital Assessments under this Section 3 until the earlier of twelve (12) months after sale to the Builder or the sale or occupancy of the Lot by a third party at which time the annual assessments and working capital assessments will be imposed and commence.

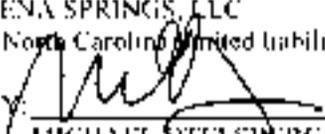
3 The following shall be added to Article IV Section 3:

Provided however that Builders who are deceded vacant lots directly from the Declarant shall not be required to pay Annual Assessments or Working Capital Assessments until the earlier of twelve (12) months after the sale to the Builder or the sale or occupancy of the Lot by a third party at which time the Annual Assessments and Working Capital Assessments shall commence.

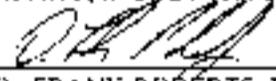
Except as modified by this Amendment all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed the day and year first above written.

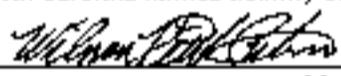
LENA SPRINGS, LLC
a North Carolina limited liability company

BY:  (SEAL)
MICHAEL UTELESBERG, Manager

FRANK ROBERTS CONSTRUCTION
COMPANY, INC. a North Carolina corporation

BY:  (SEAL)
O. FRANK ROBERTS, President

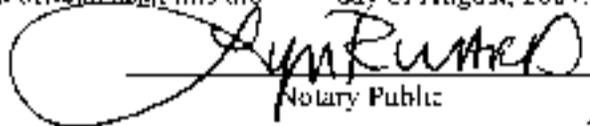
ANDREWS REAL ESTATE, LLC,
a North Carolina limited liability company

BY:  (SEAL)
Manager

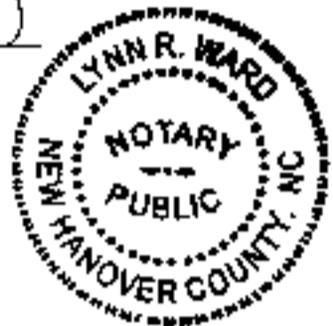
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Lynn R. Ward, a Notary Public in and for said County and State, do hereby certify that MICHAEL OTELSBERG personally came before me this day and acknowledged that he is Manager of LINA SPRINGS, LLC, a North Carolina limited liability company, which is the company described in and which executed the foregoing instrument. [CHECK ONE] (i) I have personal knowledge of the identity of the principal; or (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a _____

Witness my hand and official seal, this the 23rd day of August, 2007.


Notary Public

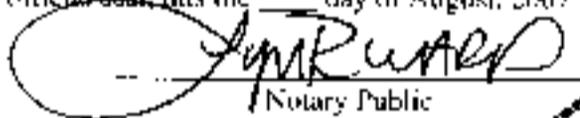
My Commission Expires: 5-18-08



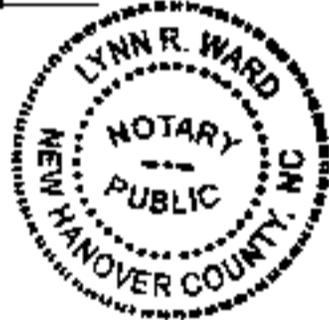
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Lynn R. Ward, a Notary Public in and for said County and State, do hereby certify that O. FRANK ROBERTS, JR. personally came before me this day and acknowledged that he is President of FRANK ROBERTS CONSTRUCTION COMPANY, INC., a North Carolina corporation, which is the company described in and which executed the foregoing instrument. [CHECK ONE] (i) I have personal knowledge of the identity of the principal; or (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a _____

Witness my hand and official seal, this the 23rd day of August, 2007.


Notary Public

My Commission Expires: 5-18-08

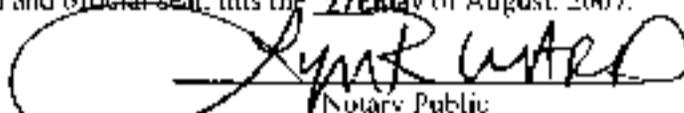




STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

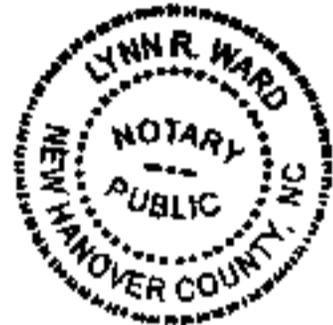
I, Lynn R. Ward, a Notary Public in and for said County and State, do hereby certify that Wilson Keith Andrews, personally came before me this day and acknowledged that he is Manager of ANDREWS REAL ESTATE, LLC, a North Carolina limited liability company, which is the company described in and which executed the foregoing instrument; [CHECK ONE] (i) I have personal knowledge of the identity of the principal; (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a _____.

Witness my hand and official seal, this the 27th day of August, 2007.



Notary Public

My Commission Expires: 5-18-08





B2749 P0396 02-28-2008
14 25 05 08D
Robert J. Robinson,
Brunswick County, NC Register of Deeds page 1 of 3

Presented by Allen Mac
3:20
20
Buyer
2905
Finance
Date

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
LENA SPRINGS ESTATES**

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR LENA SPRINGS ESTATES is made the 28th day of February, 2008, by the Declarant, LENA SPRINGS, LLC, for the purpose of amending the Declaration of Covenants and Restrictions of LENA SPRINGS ESTATES as hereinafter set forth:

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions of LENA SPRINGS ESTATES (hereinafter the "Declaration") was recorded in Book 2373 at Page 727 of the Brunswick County Registry and subjected all of the lots shown on that map of Lena Springs Estates recorded in Map Book 27 at Page 480 of the Brunswick Registry to the Declaration; and

WHEREAS, Declarant pursuant to its Declarant rights reserved in the Declaration has previously filed supplemental Amendments to the Declaration for the purpose of subjecting additional lots to the Declaration which amendments include the First Amendment recorded in Book 2389 at Page 498 of the Brunswick County Registry and subjects the lots shown on a revised plat for Lena Springs Estates recorded in Map Book 35 at Pages 40 and 41 of the Brunswick Registry to the Declaration; the Revised Second Amendment recorded in Book 2665 at Page 152 of the Brunswick County Registry and subjects the lots shown on that map recorded in Map Book 36 at Pages 152 and 153 of the Brunswick Registry to the Declaration, and the Third Amendment recorded in Book 2658 at Page 1382 of the Brunswick County Registry and subjects all lots shown on the map recorded in Map Book 42 at Page 44 of the Brunswick Registry to the Declaration as amended in said amendments; and

WHEREAS, the Declarant desires to subject additional lots to the Declaration which lots are shown on a newly recorded map recorded in Map Book 48 at Page 43 of the Brunswick County Registry (hereinafter the "New Plat"); and

WHEREAS, Declarant, pursuant to the rights reserved in Article V Sections 3 and 4 of the Declaration, wishes to amend the Declaration so as to provide that the lots in Lena Springs Estates as shown on the above Plat shall be subject to the Declaration

PREPARED BY & RETURN TO
ALLEN, MACDONALD & DAVIS, PLLC
1506 MILITARY CUTOFF ROAD
SUITE 102
ATLANTIN, NC 28403



NOW, THEREFORE, the undersigned, being all of the members of the Association, amend the Declaration as follows:

1. Declarant hereby applies the Declaration to all of the lots on the Plat for Lena Springs Estates as shown in Map Book 46 at Page 43 of the Brunswick County Registry.

2. Article VI Section 2(B) shall be deleted in its entirety and replaced with the following:

Article VI

Section 2 (B) The building setback lines set forth as guidelines shall be as follows: twenty-five feet (25') from the front boundary line of a lot, twenty feet (20') from the rear boundary line of a lot and seven and one half feet (7.5') from the side boundary line. Notwithstanding the guidelines, the Declarant, the Board or the Architectural Control Committee as the case maybe, shall be required to approve the site and location of the house, dwelling or other structure on any lot in order to assure development consistent with the aesthetic goals of this Declaration and the location of said improvements may vary from the setback guidelines if in the sole discretion of the Declarant, the Board or the Architectural Committee it would be beneficial so long as the approved setback does not violate any setback requirements of the Town of Navassa or any other local authority.

Except as modified by this Amendment all of the terms and provisions of the Declaration as previously amended are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this the 28th day of February, 2008.

LENA SPRINGS, LLC
a North Carolina limited liability company

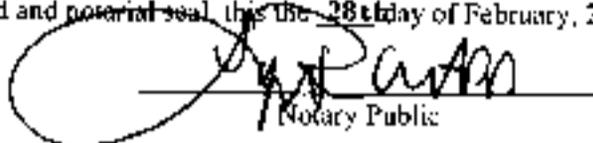
BY:  (SEAL)
Michael Gtelsberg, Manager



STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Lynn R. Ward, a Notary Public in and for said County and State, do hereby certify that Michael Oteisberg personally came before me this day and acknowledged that he is a manager of LINA SPRINGS, LLC, the limited liability company described in and which executed the foregoing instrument; that he executed said instrument in the limited liability company name by subscribing his name thereto; and that the instrument is the act and deed of said limited liability company.

WITNESS my hand and notarial seal this ~~the~~ 28 day of February, 2008.



Notary Public

My Commission Expires: 5-18-08



4 Return to Cliff MacDonald IS Type _____
 Total 26 Int. LG
 Ck \$ 13.95, Ck + 1159 Cash \$ _____
 Refund _____ Cash \$ _____ Finance _____

Portions of document are illegible due to condition of original.
 Document contains seal's verified by original instrument that cannot be reproduced or copied.

STATE OF NORTH CAROLINA
 COUNTY OF BRUNSWICK

ASSIGNMENT OF DECLARANT RIGHTS

This ASSIGNMENT OF DECLARANT RIGHTS is made and entered into this the 15th day of February, 2018, by and between LENA SPRINGS, L.L.C, a North Carolina limited liability company (hereinafter "Assignor"), and RALEIGH-WILMINGTON INVESTORS II, L.L.C, a North Carolina limited liability company (hereinafter "Assignee").

WITNESSETH:

WHEREAS, Assignor is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Lena Springs Estates in Book 2375 at Page 727 in the Office of the Register of Deeds of Brunswick County, North Carolina, as amended (hereinafter the "Declaration"); and,

WHEREAS, Assignor previously subjected the following properties to the Declaration: Map Book 34 at Pages 303-304; Map Book 35 at Pages 40-41; Map Book 36 at Pages 152-153; Map Book 42 at Page 44; Map Book 48 at Page 43; Map Book 49 at Page 40 (hereinafter collectively "Lena Springs Estates"); and,

WHEREAS, of even date herewith, Assignor is conveying to Assignee that certain property described in Book 4019 at Page 1165 in in the Office of the Register of Deeds of Brunswick County, North Carolina (hereinafter "Property"); and,

WHEREAS, it is the intent of the parties hereto that the Property will be developed and subjected to the Declaration as part of Lena Springs Estates; and,

WHEREAS, in order to facilitate the aforementioned development of the Property, the parties hereto are desirous of assigning any declarant rights or special declarant rights (hereinafter collectively the "Declarant Rights") under the Declaration to Assignee.

NOW, THEREFORE, in consideration of the mutual promises provided herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee hereby covenant and agree as follows:

PREPARED BY/RETURN TO:
 THE MACDONALD LAW FIRM, PLLC
 1508 MILITARY CUTOFF RD., STE 102
 WILMINGTON, NC 28403

1. Assignor hereby jointly and severally bargains, sells, transfers, conveys and assigns unto Assignee, its successors and assigns, all of Assignor's Declarant Rights relating to the Property, including specifically, but not limited to, any right to annex Additional Property under the Declaration.

2. Assignor, jointly and severally, hereby indemnifies and holds Assignee harmless from and against any and all liability, claims, demands, suits, actions, payments, performances, damages, losses or expenses, including, but not limited to, reasonable attorney's fees and other costs actually incurred in defending against all such claims, demands, suits or actions arising out of, or resulting from, any or all of the following: (a) any past or future exercise or attempted exercise by Assignor (or any of its owners, partners, members, managers, employees, contractors and agents) of all or any part of the Declarant Rights relating to the Property; and (b) Assignor's (or any of its owners, partners, members, managers, employees, contractors and agents) past or future failure to perform and/or comply with any duty or obligation of Assignor under the Declaration.

3. Assignee hereby indemnifies and holds Assignor harmless from and against any and all liability, claims, demands, suits, actions, payments, performances, damages, losses or expenses, including, but not limited to, reasonable attorney's fees and other costs actually incurred in defending against all such claims, demands, suits or actions arising out of, or resulting from, any or all of the following: (a) any past or future exercise or attempted exercise by Assignee (or any of its owners, partners, members, managers, employees, contractors and agents) of all or any part of the Declarant Rights relating to the Property; and (b) Assignee's (or any of Assignee's owners, partners, members, managers, employees, contractors and agents) failure to perform and/or comply with any duty or obligation of Assignee under the Declaration.

4. Assignor, jointly and severally, warrants and represents: (a) that Assignor has not made any prior assignment of all or any part of the Declarant Rights relating to the Property and that it currently has the right, power and authority to assign the Declarant Rights relating to the Property to Assignee; and (b) that, prior to the recording of this Assignment, it has fully performed and complied with all of its obligations and duties under the Declaration.

5. Assignee shall have the right to assign, in whole or in part, permanently or temporarily, any Declarant Right relating to the Property.

6. This Assignment entitles, but does not require, Assignee to exercise the Declarant Rights relating to the Property in whole or in part, and at any time and from time to time.

7. Each party to this Assignment shall execute all instruments and documents and take such further action as may be reasonably required to effectuate the purposes of this Assignment. Only a writing executed by the parties hereto may modify this Assignment. This Assignment shall be binding upon the parties hereto, as well as their successors, heirs, executors and assigns. This Assignment shall be governed by, and construed in accordance with, North Carolina law.

{ SIGNATURES ON FOLLOWING PAGES }



IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the day and year first above written.

ASSIGNOR:

LENA SPRINGS, LLC

By: 
Name: Arthur Ricks III
Title: member manager

STATE OF NORTH CAROLINA

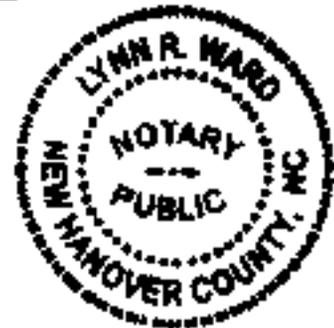
COUNTY OF New Hanover

I, Lynn R. Ward, a Notary Public in and for said County and State, do hereby certify that Arthur Ricks, III personally came before me this day and acknowledged that s/he is MANAGER of LENA SPRINGS, LLC, a North Carolina limited liability company, which is the company described in and which executed the foregoing instrument; [CHECK ONE] (i) I have personal knowledge of the identity of the principal; or (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a

Witness my hand and official seal, this the 16th day of February, 2018.


Notary Public

My Commission Expires: 5/18/2018





IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the day and year first above written.

ASSIGNEE:

RALEIGH-WILMINGTON INVESTORS II, LLC

By: [Signature]
Name: TIM CAVALLO
Title: MANAGER

STATE OF NORTH CAROLINA
COUNTY OF Wake

Shannon M. Bottoms a Notary Public in and for said County and State, do hereby certify that Tim Cavallo personally came before me this day and acknowledged that she is MANAGER of RALEIGH-WILMINGTON INVESTORS II, LLC, a North Carolina limited liability company, which is the company described in and which executed the foregoing instrument: (CHECK ONE) (i) I have personal knowledge of the identity of the principal; or (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a

Witness my hand and official seal, this the 15th day of February 2018.

Shannon M. Bottoms
Notary Public

My Commission Expires: 3-10-2018



Drawn by and Mail to:
St. Amond & Eford PLLC (MGS)
3315 Springbank Lane, Suite 308
Charlotte, North Carolina 28226
PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

SUPPLEMENT AND FIFTH
AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR LENA SPRINGS ESTATES

THIS SUPPLEMENT AND FIFTH AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR LENA SPRINGS ESTATES (this "Amendment") is made by Raleigh-Wilmington Investors II, LLC, a North Carolina Limited Liability Company ("RWI II" or "Declarant") and is made and effective as of the time and date it is recorded in the Office of the Register of Deeds for Brunswick County, North Carolina (the "Registry").

RECITALS

WHEREAS, RWI II is "Declarant" (by virtue of that Assignment recorded in the Registry at Book 1395, Page 1159 in the Registry) for "Lena Springs Estates" (the "Subdivision") under that Declaration of Covenants Conditions and Restrictions for Lena Springs Estates, recorded in Book 2375, Page 727 in the Registry (as amended and supplemented from time to time, the "Declaration");

WHEREAS, capitalized terms used and not defined in this Amendment shall have the same meaning as ascribed to such terms in the Declaration; and

WHEREAS, pursuant to its rights as Declarant under the Declaration, including without limitation under Article VII and Articles V and VII, Declarant herein exercises its unilateral right to supplement and amend the Declaration as herein provided.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Supplement. Declarant, as the Owner of all real property on that plat recorded in Map Cabinet 115, at pages 54-55 (the "Sec 4 Plat"), hereby subjects the same to the encumbrance of the Declaration, but only as and to the extent herein amended.
2. Amendments. The Declaration is hereby amended as follows and the Sec 4 Plat is annexed under the Declaration subject to the following amendments to the same:
 - a. All of the Lots on the Sec 4 Plat are exempt from the requirement of review by the Architectural Control Committee in Article VI of the Declaration, or all applicable plans are in the alternative hereby approved by Declarant as the acting Architectural Control Committee, provided/and so long as any building must comply with the expressly articulated conditions in Section 2 of Article VI in the Declaration (as amended below)
 - b. Any Lot conveyed to a Builder by the Declarant shall be exempt from the Annual Assessments of Article IV, Section 3 until the earlier of twelve (12) months from the date of conveyance to a Builder by the Declarant or the date of conveyance of a Lot by Builder to a third party.
 - c. All of the Lots on the Sec 4 Plat are allowed a minimum building setback of 25 feet from the front boundary line of a Lot, 7.5 feet from the rear and side boundary lines of a Lot.
3. Partial Invalidity/Savings Clause. If any one or more of the provisions contained in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
4. Headings; Incorporation. Section headings in this Amendment are used exclusively for ease of reference and for organization, and shall have no substantive meaning or implied meaning for purposes of this Amendment. The terms and provisions in the Recitals are incorporated herein.
5. Effect of Amendment. Except as expressly amended herein the Declaration shall remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year notarized below.

Raleigh-Wilmington Investors II, LLC, a North Carolina Limited Liability Company

By: TBM Partners II, LLC, a North Carolina limited liability company, as Authorized Member/Manager

By: [Signature]
Name: Jim Caravello
Title: Authorized Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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: Jim Caravello.

Date: 9/30/2019

[Signature]
Official Signature of Notary Public

ANN W. THIANI
NOTARY PUBLIC
WAKE COUNTY, N.C.

Notary Public, WAKE County, NC
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: 10/30/2023

IN WITNESS WHEREOF, for avoidance of doubt, the Association has executed this Amendment as of the day and year notarized below evincing proper and current adoption and acknowledgement of this Amendment (as/if required).

LENA SPRINGS ESTATES HOMEOWNERS' ASSOCIATION, INC., a North Carolina Nonprofit Corporation

By: [Signature]
Name: ADAM NICHOLAS
Title: President / Vice President

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

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: ADAM NICHOLAS

ADAM NICHOLAS
Name of Signer

Date: 09/23/2019

[Signature]
Official Signature of Notary Public

LISA D. MATHEIS
Notary Public, NEW HANOVER, NC
Notary printed or typed name

My commission expires: 10/01/2023

[OFFICIAL SEAL]



This certifies that there are no delinquent ad valorem taxes, fees, assessments or other liens which the Brunswick County Tax Collector is charged with collecting, that are a lien on: Parcel Number see below (3) as noted by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.

Date 12/17/21
(Asst) Tax Col. / Del. Tax Spec.
Johnna Bellamy

Return to Weatherspoon & Voltz Type mail
 Total 216 Rev. 2021 Int. 216
 Ck \$ 216 Ck # 2021 Cash \$ _____
 Refund _____ Cash \$ _____ Finance _____

Portions of document are illegible due to condition of original.
 Document contains seals verified by original instrument that cannot be reproduced or copied.

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$0.00

Parcel Identification Nos. 029EF00101, 029EF00102 and 02913 00103

Return to: Grantee

This instrument was prepared by: Weatherspoon & Voltz LLP (without benefit of title examination)

Brief description for the Index: Open Space, Lena Springs Estates Subdivision- Map Cabinet 115, Pages 54-55

THIS DEED is made this 9th day of December, 2021, by and between:

GRANTOR	GRANTEE
Raleigh-Wilmington Investors II, L.L.C. a North Carolina limited liability company	Lena Springs Estates Owners Association, a North Carolina non-profit corporation
6131 Falls of Neuse Road, Suite 200 Raleigh, NC 27609-3518	6131 Falls of Neuse Road, Suite 200 Raleigh, NC 27609-3518

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple that certain lot or parcel of land situated in Brunswick County, North Carolina and being described as follows:

BEING all of Open Space Area 1 containing approximately 1.07 acres, Park containing approximately 0.81 acres and Stormwater Control 2 (Wet Detention Pond 2) containing approximately 1.31 acres, all as shown on that plat recorded in Map Cabinet 115, Pages 54 and 55, Brunswick County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 4019, Page 1165, Brunswick County Registry.

A map showing the above described property is recorded in Map Cabinet 115, Pages 54-55, Brunswick County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances therein belonging to the Grantee in fee simple.



And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following:

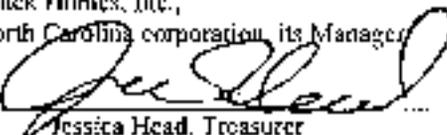
1. Taxes for the year 2022 and subsequent years, a lien, not yet due and payable.
2. Easements, rights-of-way and restrictions of record affecting the subject property.

All or a portion of the property herein conveyed includes or does not include the primary residence of Grantor

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first above written,

Releigh-Wilmington Investors II, LLC,
a North Carolina limited liability company

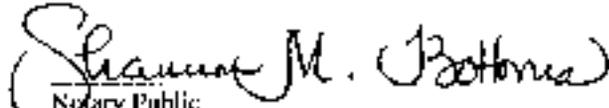
By: TUM Partners II, LLC,
a North Carolina limited liability company, its Manager

By: Robuck Hines, Inc.,
a North Carolina corporation, its Manager
By: 
Jessica Head, Treasurer

STATE OF NORTH CAROLINA
COUNTY OF WAKE

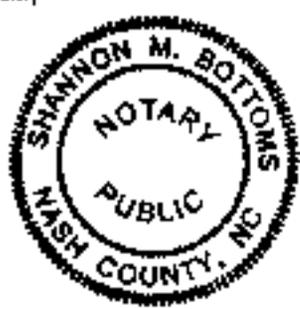
I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated. Jessica Head.

Date: 12-9-21


Notary Public
Shannon M. Bottoms
Printed Name

My commission expires: 3-10-2023

[Official seal]



NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: NONE

 REID: 029EF00103
 BRUNSWICK COUNTY

 This instrument prepared by: Abigail R. Breedlove, a licensed N.C. attorney
 Delinquent taxes, if any, to be paid by the closing attorney in the county tax
 collector upon disbursement of closing proceeds

 Prepared by: Lori P. Jones, Jordan Price Wall Gray Jones & Carlton, PO Box 10669, Raleigh NC 27605
WITHOUT TITLE EXAMINATION

Returned to: GRANTEE

Brief description for the Index:

Park, Lena Spring Estate Subdivision

 THIS NON-WARRANTY DEED, made this 27th day of May 2022, by and between

<u>GRANTOR</u>	<u>GRANTEE</u>
Raleigh-Wilmington Investors II, LLC a North Carolina limited liability company 6131 Falls of Neuse Road, Suite 200 Raleigh, NC 27609	Lena Springs Estates Owners Association, a North Carolina non-profit corporation 6131 Falls of Neuse Road, Suite 200 Raleigh, NC 27609

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context. The herein described property is not the primary residence of the Grantor.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain and convey unto the Grantee in fee simple, all those certain lots or parcels of land situated in Brunswick County, North Carolina and more particularly described as follows:

BEING all of that tract or parcel of land identified as "Park" consisting of 35,391.21 sq. ft., 0.81 acres, as shown on that map entitled "Subdivision Plat for Lena Springs Estates Sec 4" dated August 12, 2019, and recorded in Map Cabinet 115, Pages 54 – 55, Brunswick County.

LESS AND EXCEPT that portion of the property recombined with Lots 5 & 6 as shown on that map entitled "Recombination Plat for Raleigh Wilmington Investors II, LLC, Lots 5 & 6 Map Book Q Page 148, "Park" Tract Map Book 115 Page 54" dated 09/15/2020, recorded in Map Cabinet 135, Page 51, Brunswick County Registry, and conveyed to Raleigh-Wilmington Investors II, LLC by that deed recorded in Book 4836, Page 146, Brunswick County Registry, as corrected by the deed recorded in Book 4847, Page 325, Brunswick County Registry.

The property herein described was acquired by Grantor by instrument recorded in Book 4847, Page 325, Brunswick County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

Grantor makes no warranty, express or implied, as to the title to the property hereinabove described.

Title to the property hereinabove described is subject to the following exceptions:

1. All rights of way, easements, covenants, restrictions and other matters of record.
2. 2022 ad valorem taxes and all subsequent years taxes.
3. All local, county, state or federal government laws, ordinances, restrictions or regulations relative to zoning, subdivision, occupancy, use, construction or development of the subject property.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name by duly authorized officers the day and year first above written.

[Remainder of page intentionally left blank]

[Signatures on the following page]

GRANTOR:

Raleigh-Wilmington Investors II, LLC,
A North Carolina limited liability company

By: **TBM Partners II, LLC**
a North Carolina limited liability company,
its manager

By: **Robuck Homes, Inc.**
a North Carolina corporation,
its manager

By: *Joe Cebina* (S.F.A.I.)
Manager

STATE OF NORTH CAROLINA,

COUNTY OF Wake

I certify that the following person appeared before me this day, acknowledging to me that he signed the foregoing documents for the purpose stated therein and in the capacity indicated: Joe Cebina

Date: 5-27-2022



Cynthia L. Stone (S.F.A.I.)
Notary Public

Cynthia L. Stone
Notary's printed or typed name

My Commission Expires: 4-25-2026

Prepared by and mail after recording to:
Weatherspoon & Valz LLP
3700 Glenwood Avenue, Suite 250
Raleigh, NC 27612

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

STORMWATER EASEMENT AGREEMENT

THIS STORMWATER EASEMENT AGREEMENT ("Agreement") is made this 10th day of June, 2022, by and between LGI HOMES - NC, LLC, a North Carolina limited liability company (including all successors and assigns of the same, "Grantor"), and LENA SPRINGS ESTATES OWNERS ASSOCIATION, a North Carolina non-profit corporation ("Grantee").

WITNESSETH THAT:

WHEREAS, Grantor is the fee simple owner of those certain subdivided lots located in Lena Springs Estates Subdivision (the "Subdivision"), Brunswick County, North Carolina, as further described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Grantor Property"); and

WHEREAS, Grantee is the corporation organized for the purpose of, among other things, promoting the health, safety and welfare of the residents of the Subdivision; and

WHEREAS, Grantee desires an easement over portions of the Grantor Property for the purpose of installing and maintaining a stormwater pipe;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid and the above premises and the covenants herein contained, the parties hereby agree as follows:

I. Grant of Stormwater Easement. Grantor does hereby give, grant and convey unto Grantee, its successors and assigns, the perpetual, non-exclusive right, privilege and easement over and across that portion of the Grantor Property highlighted as shown on **Exhibit B** attached hereto (the "Easement Area") for the purposes of the installation, existence, operation, maintenance, repair and replacement of a stormwater pipe (the "Storm Pipe") serving the Subdivision (the "Stormwater Easement"); TO HAVE AND TO HOLD all rights and privileges set out hereinabove

it, along, upon and through the Easement Area conveyed herein to Grantee. The Easement Area shall be fourteen (14) feet in width (7 ft on each side of a centerline), centered along the common boundary lines of the Grantor Property in those areas as specifically shown by dotted lines on **Exhibit B** attached hereto and incorporated herein.

2. No Obstruction. Grantor shall not obstruct the free flow of stormwater through the Storm Pipe or construct any improvements in the Easement Area that impair the operation, maintenance, repair or replacement of the Storm Pipe.

3. Indemnity. Grantee shall pay, reimburse, indemnify, defend, and hold Grantor harmless from and against all claims, demands, actions, losses, actual damages (excluding consequential and punitive damages), liabilities, and expenses (including reasonable attorneys' fees) arising out of, or in any way related to, Grantee's to comply with all provisions in this Agreement and all applicable laws. Further, Grantee shall pay, reimburse, indemnify, defend, and hold Grantor harmless from and against all claims, demands, actions, losses, actual damages (excluding consequential and punitive damages), liabilities, and expenses (including reasonable attorneys' fees) for injuries to persons or damage to property arising out of, resulting from, or in connection with, the use by Grantee of the Stormwater Easement granted by this Agreement, except to the extent any claims, demands, actions, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) are caused or contributed to by the negligent, intentional or willful acts or omissions of Grantor.

4. No Rights in Public. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Grantor Property.

5. Remedies. In the event of a breach or threatened breach by any party of the terms, covenants or conditions hereof, the other party shall be entitled to seek relief by injunction and/or all other available legal and equitable remedies for the consequences of such breach, including specific performance. Notwithstanding anything to the contrary contained in this Agreement, no party shall be entitled to the recovery of consequential or punitive damages.

6. No Termination for Breach. No breach under any of the provisions of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement.

7. Term. This Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Brunswick County Register of Deeds and shall remain in full force and effect thereafter unless this Agreement is terminated by the written consent of Grantee and all then record owners of the Grantor Property in accordance with Section 8(b) below.

8. Miscellaneous.

(a) Attorneys' Fees. In the event any party institutes any legal action or proceeding for the enforcement of any right or obligation contained in this Agreement, the prevailing party, after a final adjudication, shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(b) Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of Grantee and all then record owners of the Grantor Property, evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the official records of the Brunswick County Register of Deeds.

(c) No Waiver. No waiver of any default of any obligation by any party subject to this Agreement shall be implied from any omission by any other party to take any action with respect to such default.

(d) Covenants to Run with Land. It is intended that each of the easements, rights, privileges and obligations set forth in this Agreement shall run with the land and be binding on Grantor and Grantee and their respective successors and assigns. Furthermore all burdens and obligations herein established, including all indemnification obligations shall run in favor of Grantor (which as defined above includes all successors and assigns of the same), such that the benefits herein (in additions to the burdens herein) shall run with and in favor of the Grantor Property.

(e) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties subject to this Agreement with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(f) Notices. Notices or other communications required under this Agreement shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company, or personal delivery, to any owner of the Grantor Property at the address of record in the Brunswick County Tax Collector's office, and to the Grantee at 6131 Falls of Neuse Road, Suite 200, Raleigh, NC 27609. Notice shall be deemed given upon receipt or a party's refusal to accept delivery.

(g) Governing Law. The laws of the State of North Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LGI Homes - NC, LLC,
a North Carolina limited liability company

By: [Signature]
Name: Josh Spiegel
Title: Authorized Officer

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: JOSEPH SPIEGEL

Date: 06/10/2022

[Signature]
Notary Public

MATTHEW J. BERTOLINO
Printed Name

My commission expires: 9-9-2026



[signatures continued on following page]

Lena Springs Estates Owners Association,
a North Carolina non-profit corporation

By: [Signature]
Name: JOE CEBINA
Title: President HUA

STATE OF NORTH CAROLINA
COUNTY OF Wake

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated Joe Cebina

Date: 5-27-2022

Cynthia L. Stone
Notary Public

Cynthia L. Stone
Printed Name



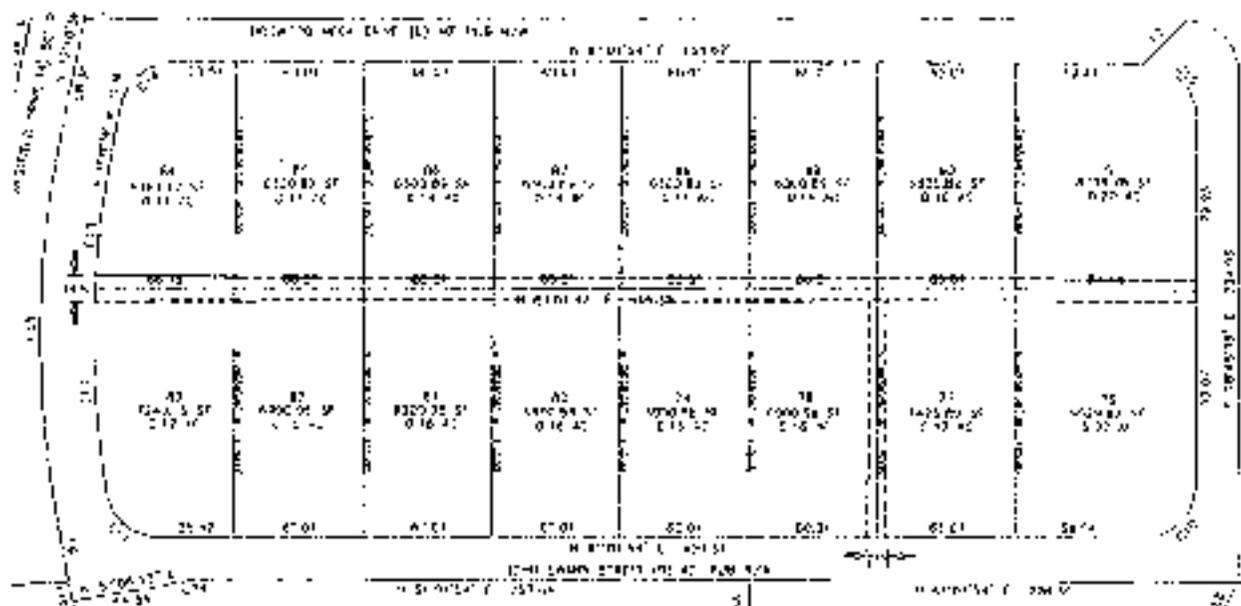
My commission expires: 4-25-2026



Exhibit A – Grantor Property

BEING ALL of Lots 76 through 91, Lena Springs Estates, Section 4, according to subdivision plat recorded in Map Cabinet 115, Pages 54-55, Brunswick County Registry.

Exhibit B Fasement Area



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

Return to: Raleigh-Wilmington Investors, c/o Jordan Price, P.O. Box 10668, Raleigh, NC 27605

STATE OF NORTH CAROLINA

**SUPPLEMENT AND SIXTH
AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR LENA
SPRINGS ESTATES**

COUNTY OF BRUNSWICK

THIS SUPPLEMENT AND SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LENA SPRINGS ESTATES ("Amendment") is made by Raleigh-Wilmington Investors II, LLC, a North Carolina limited liability company ("Declarant" or "RWI II") and is made effective as of the time and date it is recorded in the Office of the Register of Deeds for Brunswick County, North Carolina (the "Registry").

WITNESSETH:

WHEREAS, RWI II is "Declarant" (by virtue of that Assignment recorded in the Registry at Book 1395, Page 1159) for "Lena Springs Estates" (the "Subdivision") under that Declaration of Covenants Conditions and Restrictions for Lena Springs Estates, recorded in Book 2375, Page 727 in the Registry (as amended and supplemented from time to time, the "Declaration"); and

WHEREAS, capitalized terms used and not defined in this Amendment shall have the same meaning as ascribed to such terms in the Declaration; and

WHEREAS, pursuant to its rights as Declarant under the Declaration and otherwise, including without limitation under Articles V and VII, Declarant herein exercises its unilateral right to supplement and amend the Declaration as herein provided.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Supplement. Declarant, as the Owner of all of that real property described on Exhibit A which is attached hereto and incorporated herein by reference (the "Property"), hereby subjects the Property to the encumbrance of the Declaration, as amended by the provisions below. A portion of the Property was previously subjected to the Declaration via the Supplement and Fifth Amendment to Declaration of Covenants Conditions and Restrictions for Lena Springs Estates recorded in Book 4251, Page 342 of the Registry ("Fifth Amendment").

2. Amendments. The Declaration is hereby amended as follows and the Property (to the extent not previously annexed in the Fifth Amendment) is annexed under the Declaration subject to the following amendments to the same:

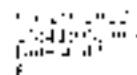
- a. All of the Lots within the Property are exempt from the requirement of review by the Architectural Control Committee in Article VI of the Declaration as to new construction, or all applicable plans are in the alternative hereby approved by Declarant as the acting Architectural Control Committee, provided/and so long as any building must comply with the expressly articulated conditions in Section 2 of Article VI in the Declaration (as amended below).
- b. Any Lot conveyed to a Builder by the Declarant shall be exempt from the Annual Assessments of Article IV, Section 3 until the earlier of twelve (12) months from the date of conveyance to a Builder by the Declarant or the date of conveyance of a Lot by Builder to a third party.
- c. All of the Lots on the Property are allowed a minimum building setback of 25 feet from the front boundary line of a Lot, 7.5 feet from the rear and side boundary lines of a Lot.

3. Partial Invalidity/Savings Clause. If any one or more of the provisions contained in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4. Headings; Incorporation. Section headings in this Amendment are used exclusively for ease of reference and for organization and shall have no substantive meaning or implied meaning for purposes of this Amendment. The terms and provisions in the Recitals are incorporated herein.

5. Effect of Amendment. Except as expressly amended herein the Declaration shall remain in full force and effect.

[Signature Page Follows]



IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year notarized below.

RALEIGH-WILMINGTON INVESTORS II, LLC, North Carolina limited liability company

By: TBM Partners II, LLC, a North Carolina limited liability company, its Manager

By: Robuck Homes, Inc., a North Carolina Corporation, its Manager

By: [Signature]
Manager

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Wake

I, Shannon M. Bottoms, a Notary Public of the County and State aforesaid, certify that Jessia Heekel of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 17th day of March, 2022.



[Signature]
Notary Public

Shannon M. Bottoms
Printed Name

My Commission Expires: 3-10-2023

EXHIBIT A

The following property is made subject to the Declaration:

BEING ALL of Tract B as shown on that "Subdivision/Recombination Survey for Lena Springs, LLC," recorded in Map Cabinet 105, Pages 46-47, LESS AND EXCEPT the southernmost portion of land containing 37007.49 SF (0.85 Acres±) described as follows:

Beginning at a point at the Northwest corner of Lot "C" as shown on Subdivision / Recombination Survey for Lena Springs, LLC as Recorded in Map Book 105, Pages 46-47 of the Brunswick County Registry, said point being located:

1. S 87°-03'-32" E 149.17' to a bend in the line thence
2. N 71°-27'-52" E 100.30' to the Northwest corner of Lot 28 as recorded in Final Subdivision Plat of Lena Springs Estates as recoded in Map Book 36, Page 153 of the Brunswick County Registry.

Thence from said beginning point:

3. S 07° 53' 11" W 197.45' to a point in the southwestern corner of Lot "C" of the aforementioned Map
4. N 89° 10' 29" W 27.12' to a point
5. N 58° 35' 26" W 319.40' to a point
6. N 08° 38' 46" W 2.52' to a point.
7. N 62° 52' 36" E 44.85' to a point
- 8/ N 88° 40' 51" E 288.14' to the point of beginning.

The southernmost portion of land containing 37007.49 SF (0.85 Acres±) described above is not made subject to the Declaration of Covenants Conditions and Restrictions for Lena Springs Estates and is not considered to be a part of the Property.

Return to: Raleigh-Wilmington Investors, c/o Jordan Price, P.O. Box 10660, Raleigh, NC 27605

STATE OF NORTH CAROLINA

**SUPPLEMENT AND SEVENTH
AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR LENA
SPRINGS ESTATES**

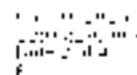
COUNTY OF BRUNSWICK

THIS SUPPLEMENT AND SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LENA SPRINGS ESTATES ("Amendment") is made by Raleigh-Wilmington Investors II, LLC, a North Carolina limited liability company ("Declarant" or "RWI II") and is made effective as of the time and date it is recorded in the Office of the Register of Deeds for Brunswick County, North Carolina (the "Registry").

WITNESSETH:

WHEREAS, RWI II is "Declarant" (by virtue of that Assignment recorded in the Registry at Book 1395, Page 1159) for "Lena Springs Estates" (the "Subdivision") under that Declaration of Covenants Conditions and Restrictions for Lena Springs Estates, recorded in Book 2375, Page 727 in the Registry (as amended and supplemented from time to time, the "Declaration"); and

WHEREAS, capitalized terms used and not defined in this Amendment shall have the same meaning as ascribed to such terms in the Declaration; and



WHEREAS, pursuant to its rights as Declarant under the Declaration and otherwise, including without limitation under Articles V and VII, Declarant herein exercises its unilateral right to supplement and amend the Declaration as herein provided.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Supplement. Declarant, as the Owner of those two lots described on Exhibit A which is attached hereto and incorporated herein by reference (the "Lots"), hereby subjects the Lots to the encumbrance of the Declaration, as amended by the provisions below.

2. Amendments. The Declaration is hereby amended as follows and the Lots are annexed under the Declaration subject to the following amendments to the same:

- a. The Lots are exempt from the requirement of review by the Architectural Control Committee in Article VI of the Declaration as to new construction, or all applicable plans are in the alternative hereby approved by Declarant as the acting Architectural Control Committee, provided and so long as any building must comply with the expressly articulated conditions in Section 2 of Article VI in the Declaration (as amended below).
- b. Any Lot conveyed to a Builder by the Declarant shall be exempt from the Annual Assessments of Article IV, Section 3 until the earlier of twelve (12) months from the date of conveyance to a Builder by the Declarant or the date of conveyance of a Lot by Builder to a third party.
- c. The Lots are allowed a minimum building setback of 25 feet from the front boundary line of a Lot, 7.5 feet from the rear and side boundary lines of a Lot.

3. Partial Invalidity/Savings Clause. If any one or more of the provisions contained in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4. Headings; Incorporation. Section headings in this Amendment are used exclusively for ease of reference and for organization and shall have no substantive meaning or implied meaning for purposes of this Amendment. The terms and provisions in the Recitals are incorporated herein.

5. Effect of Amendment. Except as expressly amended herein the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year notarized below.

**RALEIGH-WILMINGTON
INVESTORS II, LLC, North Carolina
limited liability company**

**By: TBM Partners II, LLC, a North
Carolina limited liability company, as
authorized Member/Manager**

**By: Rohuck Homes Inc., a North
Carolina corporation, as authorized
Manager**

By: *Jessie Head*
Treasurer

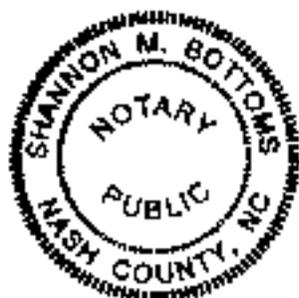
STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Wake

I, Shannon M. Bottoms, a Notary Public of the County and State aforesaid, certify that Jessie Head of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 3rd day of March, 2023.



Shannon M. Bottoms
Notary Public

Shannon M. Bottoms
Printed Name

My Commission Expires: 3.10.2028

EXHIBIT A

The following property is made subject to the Declaration:

Lot 5R and Lot 6R as shown on that plat entitled "Recombination Plat for Raleigh Wilmington Investors II, LLC" recorded in Map Book 135, Page 51 of the Brunswick County Registry.

Return to: Wilkerson Law, PLLC
Return to: Raleigh-Wilmington Investors, c/o Jordan Price, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

CONSENT TO AMENDMENT

COUNTY OF BRUNSWICK

THIS CONSENT TO AMENDMENT ("Consent") is made by Lena Springs Estates Homeowners' Association, Inc., a North Carolina limited liability company ("Association").

WITNESSETH:

WHEREAS, Raleigh-Wilmington Investors II, LLC, a North Carolina limited liability company is the Declarant (by virtue of that Assignment recorded in the Registry at Book 1395, Page 1159) for Lena Springs Estates (the "Subdivision") and has recorded a Supplement and Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Lena Springs Estates in Book 4822, Page 813 of the Brunswick County Registry ("Sixth Amendment"), and Supplement and Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Lena Springs Estates in Book 4992, Page 770 of the Brunswick County Registry ("Seventh Amendment") for the purpose of annexing additional property into the Lena Springs Estates subdivision; and

WHEREAS, for avoidance of doubt, the Association has executed this Consent acknowledging the proper and current adoption of the Sixth Amendment and Seventh Amendment;

NOW, THEREFORE, the Association hereby declares that to the extent required, the Association confirms that the Sixth Amendment and Seventh Amendment are consented to by the Association.

LENA SPRINGS ESTATES
HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
President

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

ACKNOWLEDGEMENT

I, Joseph Wilkerson, a Notary Public of the County and State aforesaid, certify that Joseph Cebina of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 3 day of April, 2023.

[Signature]
Notary Public

Joseph Wilkerson
Printed Name

My Commission Expires: 5/8/23

Joseph Wilkerson
Notary Public
New Hanover County, NC
My Commission Expires 5/8/2023

NORTH CAROLINA QUIT CLAIM DEED

Excise Tax: \$0

Parcel ID: 0290013105, 029EG00101, 029EG00102

Prepared by and Return to: Jordan Price Wall Gray Jones & Carlton, PLLC, 1951 Clark Avenue, P. O. Box 10669, Raleigh, NC 27605

This instrument prepared by: Lisa P. Jones, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

Brief description for the Index:

LIFT STATION - PLAT 115/54-55 & COMMON AREA- PLAT 142/3-6

THIS DEED made this 11th day of April, 2023, by and between

GRANTOR
Raleigh-Wilmington Investors II, LLC,
 a North Carolina limited liability company

Grantor's Address:
 6131 Falls of Neuse Rd. Suite 200
 Raleigh, NC 27609

GRANTEE
Lena Springs Estates Owners Association,
 a North Carolina nonprofit corporation

Grantee Address:
 1630 Military Cutoff Road
 Wilmington, NC 28403

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to him in hand paid, the receipt of which is hereby acknowledged, has remised and released and by these presents does remise, release, convey, and forever quitclaim unto the Grantee, his heirs and/or successors and assigns, all right, title, claim and interest of the Grantor in and to a certain lot or parcel of land lying and being in Brunswick County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the aforesaid parcel of land and all privileges thereunto belonging to him, the Grantee, his heirs and/or successors and assigns, free and discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through or under him.

The property hereinafter described was acquired by Grantor(s) by instrument recorded at Book 44019, Page 1165 of the Brunswick County Registry.

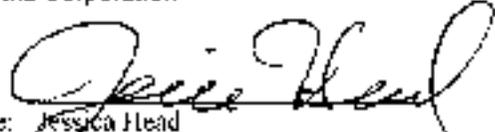
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

GRANTOR

RALEIGH- WILMINGTON INVESTORS II, LLC,
a North Carolina limited liability company

By: **TBM PARTNERS II, LLC,**
a North Carolina limited liability company,
Its: **Manager**

By: **ROBUCK HOMES, INC.,**
a North Carolina Corporation
Its: **Manager**

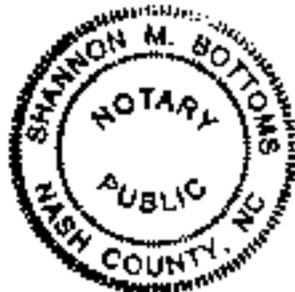
By: 
Name: Jessica Head
Title: Treasurer

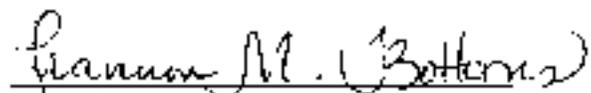
State of North Carolina
County of NC

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: Jessica Head as Treasurer of Robuck Homes Inc. as its Manager of TBM Partners II, LLC, as its manager of Raleigh-Wilmington Investors II, LLC.

Date: 4.11.23

[stamp]




Notary Public

Shannon M. Bottoms
Printed Name

My commission expires: 3.10.2028

Exhibit "A"**Parcel ID: 0290013105**

That real property consisting of +/- 0.05 acres shown as "Lift Station Lot" on the plat entitled "Subdivision Plat for Lena Springs Estates Sec 4" recorded in Map Cabinet 115, Page 54 in the Brunswick County Registry (the "Lift Station Lot").

Parcel ID: 029EG00101

That real property consisting of 40,009 SF, 0.91 AC, shown as "Common Area HOAM" on the plat entitled "Subdivision Final Plat of Phase 5 Lena Springs Estates" recorded in Map Cabinet 142, Page 3-6, Brunswick County Registry.

Parcel ID: 029EG00102

That real property consisting of 79,360 SF, 1.82 AC, shown as "Common Area HOAM" on the plat entitled "Subdivision Final Plat of Phase 5 Lena Springs Estates" recorded in Map Cabinet 142, Page 3-6, Brunswick County Registry.