

Karen S. Hardesty

Carteret County, NC

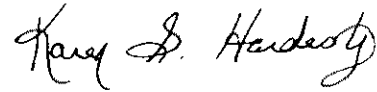
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STATE OF NORTH CAROLINA
COUNTY OF CARTERET

**AMENDMENT TO DECLARATION OF CONDITIONS,
RESERVATIONS AND RESTRICTIONS FOR COASTAL
MEADOWS, SECTION I**

Prepared by: Gaylor Edwards & Vatcher, P.A.
219 New Bridge Street
Jacksonville, NC 28540

THIS AMENDMENT TO DECLARATION OF CONDITIONS, RESERVATIONS AND RESTRICTIONS FOR COASTAL MEADOWS, SECTION I, (the "Amendment") is made this 2nd day of ~~January~~ ^{February}, 2023, by E & J DEVELOPERS, LLC, a North Carolina limited liability company, hereinafter referred to as the "Declarant" and HORIZONS EAST, LLC, a North Carolina limited liability company, hereinafter referred to as "Horizon";

WHEREAS, Declarant has heretofore caused to be recorded a Declaration of Conditions, Reservations and Restrictions for Coastal Meadows, Section I in Book 1763, Page 125, in the Office of the Register of Deeds of Carteret County, North Carolina, as amended in Book 1781, Page 385, and Book 1784, Page 12, Carteret County Registry (collectively, the "Declaration");

WHEREAS, Declarant and Horizons are the owners of at least sixty seven percent (67.0%) of the votes in the Association;

WHEREAS, the Declarant and Horizons have the right under Section XVIII, "Modifications" of the Declaration to amend the Declaration by virtue of their entitlement to at least sixty seven percent (67.0%) of the votes in the Association;

NOW, THEREFORE, the Declarant and Horizon do hereby amend the Declaration as follow:

1. **ARTICLE V: ROADWAYS, EASEMENTS** is hereby amended by adding the following new paragraph:

The Owners of each 65' x 25' Shared Driveway Easement, as shown on the subdivision plat recorded in

submitted electronically by "Gaylor Edwards Vatcher LawFirm"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Carteret County Register of Deeds.

Map Book 34, Page 359 (consisting of two sheets), Carteret County Registry, shall each pay one-half (½) of the reasonable and necessary costs of maintenance, repair and replacement of that portion of the driveway situated in the Shared Driveway Easement area. The minimum standard for reasonable and necessary maintenance shall be maintaining the driveway in good order and repair and in a safe condition, removing all debris, refuse, ice and snow to the extent necessary to keep such driveway in a first-class, clean, neat and orderly condition. Mutual consent for any maintenance, repair or replacement shall be required prior to incurring any costs. In the event any Owner is unable to obtain the consent of the adjoining Lot Owner, said Owner shall be entitled to make such maintenance, repair or replacement at his/her sole expense.

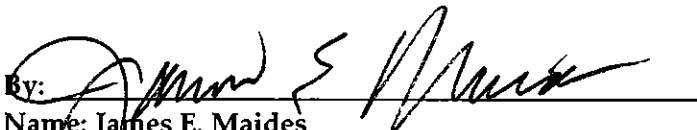
2. **CONSENT TO PRIOR AMENDMENTS:** Horizons hereby consents to the Amendments to the Declaration recorded in Book 1781, Page 385, and Book 1784, Page 12, Carteret County Registry, the same as if it had joined in the execution thereof, and by execution of this Amendment is deemed to have executed the prior Amendments, *nun pro tunc*.

3. **INCORPORATION BY REFERENCE:** All of the terms, covenants, conditions, restrictions, rights, duties and obligations as set forth in the Declaration, as heretofore amended, are hereby incorporated in this Amendment by reference.

EXCEPT as hereby amended, the conditions, covenants and restrictions set forth in the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and Horizon have caused this instrument to be signed, in their names, by their respective duly authorized manager, as the act and deed of the Declarant and Horizon, the day and year first above written.

E & J DEVELOPERS, LLC, a North Carolina limited liability company

By: 
 Name: James E. Maides
 Title: Managing Member

HORIZONS EAST, LLC, a North Carolina limited liability company

By: _____
 Name: Jennifer Morton Ward
 Title: Manager

Map Book 34, Page 359 (consisting of two sheets), Carteret County Registry, shall each pay one-half (1/2) of the reasonable and necessary costs of maintenance, repair and replacement of that portion of the driveway situated in the Shared Driveway Easement area. The minimum standard for reasonable and necessary maintenance shall be maintaining the driveway in good order and repair and in a safe condition, removing all debris, refuse, ice and snow to the extent necessary to keep such driveway in a first-class, clean, neat and orderly condition. Mutual consent for any maintenance, repair or replacement shall be required prior to incurring any costs. In the event any Owner is unable to obtain the consent of the adjoining Lot Owner, said Owner shall be entitled to make such maintenance, repair or replacement at his/her sole expense.

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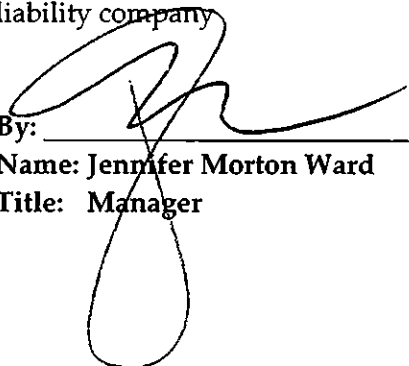
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E & J DEVELOPERS, LLC, a North Carolina limited liability company

By: _____
Name: James E. Maides
Title: Managing Member

HORIZONS EAST, LLC, a North Carolina limited liability company

By: _____
Name: Jennifer Morton Ward
Title: Manager



STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

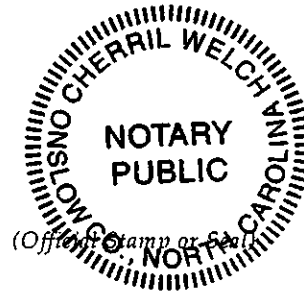
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity(ies) indicated: **James E. Maides**

Date: January 26, 2023

Cherril Welch
(Official Signature of Notary)

Cherril Welch
(Notary's printed or typed name)

My commission expires: December 03, 2023



STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

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 purposes stated therein and in the capacity(ies) indicated: **Jennifer Morton Ward**

Date: January _____, 2023

(Official Signature of Notary)

(Notary's printed or typed name)

My commission expires: _____

(Official Stamp or Seal)

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

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 purposes stated therein and in the capacity(ies) indicated: **James E. Maides**

Date: January _____, 2023

(Official Signature of Notary)

(Notary's printed or typed name)

(Official Stamp or Seal)

My commission expires: _____

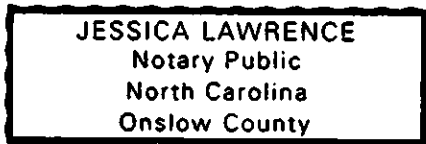
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

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 purposes stated therein and in the capacity(ies) indicated: **Jennifer Morton Ward**

Date: ~~January~~ ^{February} 2, 2023

Jessica Lawrence
(Official Signature of Notary)

Jessica Lawrence
(Notary's printed or typed name)



(Official Stamp or Seal)

My commission expires: 6-20-26