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* Register of Deeds for Pender County in
*
* BOOK 617 PAGE 153
* Hugh Overstreet, Jr.
* Hugh Overstreet, Jr., Register of Deeds
* PENDER COUNTY, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
QUEENS GRANT TOWNHOUSES

This declaration, made the 27th day of May, 1983, by Island Development Corporation, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

Whereas, Declarant is the owner of certain property in Topsail Township, Pender County, North Carolina, which is more particularly described as follows:

Being all of Queens Grant Townhouses as the same is shown on a map thereof recorded in Condominium Plat Book 1 at Page 4 in the Office of the Register of Deeds of Pender County, North Carolina, to which map reference is hereby made for a more particular description.

Now, therefore, Declarant hereby declares that all of the properties 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 real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

SECTION 1. Association shall mean and refer to Queens Grant Townhouses, Inc., its successors and assigns.

SECTION 2. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Draftsman: DAVID C. BAREFOOT
BURNEY, BURNEY, BAREFOOT, BAIN & CROUCH
P.O. Box 89, Wilmington, North Carolina 28402

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SECTION 4. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

BEING all of that area shown and designated as Common Area on the map of Queens Grant Townhouses recorded in Condominium Plat Book 1 at Page 4 of the Pender County Registry; the said common areas being further described as being all of the areas shown on the aforesaid map of Queens Grant Townhouses including the private street known as South Princess Lane, with the exception of Lots numbered 1A-1F; 2A-2F; 3A-3D; 4A-4H; 5A-5H; 6A-6H; 7A-7F; 8A-8H and 9A-9F, inclusive, and with the further exception of all areas shown and designated on said map as "Queens Grant Recreation Assn., Inc. Tracts I, II, and II, "Island Development Corporation" and "Reserved for Future Development", "Island Development Corporation."

SECTION 5. Lot shall mean and refer to any of the lots numbered 1A-1F; 2A-2F; 3A-3D; 4A-4H; 5A-5H; 6A-6H; 7A-7F; 8A-8H and 9A-9F, inclusive, as shown on the plat of Queens Grant Townhouses recorded as aforesaid in the Pender County Registry together with the structure or dwelling thereon which structure may be separately referred to as a "Townhouse", "Townhouse Unit", or "Unit".

SECTION 6. Declarant shall mean and refer to Island Development Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot 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. Eligible Mortgage Holder or Eligible Holders is defined as a holder of a first mortgage or lien on a unit who has requested notice of certain matters from the Association.

SECTION 9. Limited Common Areas and Facilities shall mean and include those common areas and facilities which are reserved for the use of a certain unit or units to the exclusion of other units, as more specifically defined herein.

SECTION 10. Mortgagee shall mean a beneficiary under a mortgage or Deed of Trust.

SECTION 11. Phased Development. This project shall be developed in three phases (exclusive of any phases later developed through annexation rights reserved by Declarant). Phase I shall consist of 12 units and shall include lots 1A through 1F, inclusive, and lots 9A through 9F, inclusive. Phase II shall consist of 18 units and shall include lots 2A through 2F, inclusive; lots 3A through 3D, inclusive, and lots 8A through 8H, inclusive. Phase III shall consist of 30 units and shall include lots 4A through 4H, inclusive; lots 5A through 5H, inclusive; lots 6A through 6H, inclusive and lots 7A through 7F, inclusive. These Phases may be developed simultaneously or consecutively.

SECTION 12. Section 1 Townhouse Plat shall mean and refer to the plat of Section 1 Queens Grant Townhouses prepared by Jack G. Stocks, R.L.S., and duly recorded in the Office of the Register of Deeds of Pender County.

SECTION 13. Recreation Assn. shall mean and refer to Queens Grant Recreation Association, Inc., the Community Owner's Association membership in which is composed of all owners of lots in Queens Grant Townhouses and all units in Queens Grant Condominiums.

ARTICLE II.

PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. The right of the Association to limit the number of guests of members;
- c. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- d. The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;
- e. The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

EASEMENTS

SECTION 1. Easements are reserved as necessary in the Common Areas for installation and maintenance of underground utilities and drainage facilities.

SECTION 2. The Association, acting through its officers, agents, servants, and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform the exterior maintenance called for in Article IX of this Declaration.

SECTION 3. Easements are reserved over those portions of the Common Areas, Limited Common Areas and facilities that may be necessary or required to accommodate overhanging eaves or other cantilevered construction and the tie backs for the boat basin bulkhead which may encroach upon the Common Areas or Limited Common Areas or the air and light space above such Common Areas.

SECTION 4. Each lot and all common areas and facilities and limited common areas and facilities are hereby subjected to an easement for the repair, maintenance, expansion, reduction, inspection, removal, relocation or other service of or to all gas, electricity, television, telephone, water, plumbing, sewer, utility, drainage, bulkhead and retaining wall, tie back lines or other lines or other common areas and facilities, whether or not the cause of any or all of those activities originates on the unit in which the work must be performed.

SECTION 5. Each lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings and tie back lines for all bulkheads constructed by Declarant. A valid easement for said encroachments and for the maintenance of same, so long as such encroachments stand, shall and does exist. In the event that any structure containing two or more townhouses is partially or totally destroyed and then rebuilt, the owners of the townhouses so affected agree that minor encroachments of parts of the adjacent townhouse units or Common Areas due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

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SECTION 6. Ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes as the same from time to time may exist upon the common areas and facilities; and, for vehicular traffic over, through and across all streets as from time to time may be paved and intended for such purposes, for all lot owners in Queens Grant Townhouses, their guests, families, invitees and lessees, the Association, the Declarant, its successors and assigns, to be used and enjoyed in common with the members of the Recreation Association. Declarant hereby reserves alienable easements over all streets and common areas as necessary to provide access for future development by Declarant or its successors and assigns of any properties adjoining the Project. Fee simple title to all streets in the Project shall be conveyed to and be vested in Queens Grant Townhouses, Inc. which shall be responsible for the repair, upkeep and maintenance thereof.

SECTION 7. Easements are hereby granted to the members of the Recreation Association over and across South Princess Lane and those areas shown on the Section 1 Townhouses plat as "10' Easement" and "6' Easement" for ingress and egress to and from the property designated on said Section 1 Townhouse Plat as "Queens Grant Recreation Assn., Inc.", "Tract I", "Tract II" and "Tract III".

SECTION 8. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon the lots and common area in the performance of their duties.

SECTION 9. In case of any emergency originating in or threatening any unit or lot or the common areas and facilities, regardless whether the unit or lot owner is present at the time of such emergency, the Board of Directors or any other person authorized by it, shall have the right to enter any unit for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the unit owners, and such right of entry shall be immediate.

SECTION 10. All easements and rights described herein are 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 said land, or any part or portion thereof, regardless of whether or not reference to said easement 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 IV.

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

- a. CLASS "A". Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote 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.
- b. CLASS "B". Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - (1) when the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership, or
 - (2) on May 1, 1988.

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ARTICLE V.

COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges, and
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- c. To the appropriate governmental taxing authority, a pro rata share of ad valorem taxes levied against the Common Area if the Association shall default in the payment therefore for a period of six (6) months, all as hereinafter provided.

The annual and special 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 property against which each assessment is 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area, and of the townhouses situated upon the Properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Dollars (\$1,000.00) per Lot.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five per cent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum; provided that the Board of Directors may increase the amount of the annual assessment to a maximum of One Thousand One Hundred Dollars (\$1,100.00) per Lot notwithstanding the provisions of subparagraphs a and b above, and thereafter the limitations set forth in said subparagraph shall apply to any annual increase.

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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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SECTION 5. INSURANCE. It shall be the duty of the Association to maintain in effect casualty and liability insurance as follows:

- a. **Amount and Scope of Insurance.** All insurance policies upon the Properties (except personal property within a unit) shall be secured by the Board Of Directors, or its designee on behalf of the Association with full authority which shall obtain such insurance against (1) loss or damage by fire or other hazards normally insured against, and (2) such other risks, including public liability insurance, as from time to time shall be customarily required by private institutional Mortgage Investors for projects similar in construction, location and use as the Properties and the improvements thereon all under such terms and conditions as the responsible authority shall determine. However, such liability coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the operation, or maintenance or use of the common areas and legal liability arising out of lawsuits relating to employment contracts of the Association. The foregoing shall not preclude the Board from obtaining insurance coverage on all or a portion of the limited common areas and facilities. In obtaining such coverage the responsible authority shall consider the reasonable requirements of holders of first liens on individual Lots:
- b. **Insurance Provisions.** The Board of Directors shall make diligent efforts to ensure that said insurance policies provide for the following:
 - (1) A waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Lot owners and their employees, agents, tenants and invitees.
 - (2) A waiver by the insurer of its right to repair and reconstruct instead of paying cash.
 - (3) Coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days' prior written notice to the named insured and all mortgagees.
 - (4) Coverage will not be prejudiced by act or neglect of the Lot owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the property over which the Association has no control.
 - (5) The master policy on the property cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Lot owners.
 - (6) The master policy on the property cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Lot owner or any mortgagee.

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- c. **Premiums.** All insurance policy premiums on the property for the benefit of the Association purchased by the Board of Directors or its designee and any deductibles payable by the Association upon loss shall be a common expense and the Association shall levy against the Owners equally as an additional annual assessment, (herein called "Insurance Assessment") which shall be in addition to the amounts provided for under Section 3 above, an amount sufficient to pay the annual cost of all such insurance premiums.
- d. **Proceeds.** All insurance policies purchased pursuant to these provisions shall provide that all proceeds thereof shall be payable to the Board as insurance trustee or to such attorney-at-law or institution with trust powers as may be approved by the Board of Directors.
- e. **Policies.** All insurance policies purchased by the Board of Directors shall be with a company or companies licensed to do business in the State of North Carolina and holding a rating of "AAA" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Board of Directors and the Lot owners and their mortgagees as their respective interests may appear, and shall provide that all proceeds thereof shall be payable to the Board of Directors and duplicates of said policies and endorsements and all renewals thereof, or certificates thereof, together with proof of payment of premiums, shall be delivered to the Owners at least ten (10) days prior to the expiration date with respect to the then current policies. Duplicates shall also be obtained and issued by the Association to each mortgagee, if any, upon request of such mortgagee at any time.
- f. **Flood Insurance.** In addition to any flood insurance required to be maintained by the Association, individual flood insurance coverage may be purchased by the Association in such amounts as may be determined by the Board of Directors. The Association shall have an insurable interest in each unit to the extent necessary to obtain such coverage, and all premiums and expenses thereof shall be charged to each unit owner as a special assessment and collected accordingly.

SECTION 6. DISTRIBUTION OF INSURANCE PROCEEDS. Proceeds of insurance policies shall be distributed to or for the benefit of the beneficial owners in the following manner:

- a. **Expense of Trust.** All reasonable expenses of the insurance trustee shall be first paid or provision made therefor.
- b. **Reconstruction or Repair.** The remaining proceeds shall be used to defray the cost of repairs for the damage or reconstruction for which the proceeds are paid. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, including lienholders of record, or retained by the Association for such common expenses or purposes as the Board shall determine.

SECTION 7. 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 sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If 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.

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SECTION 8. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, except that annual assessments shall not commence for any Lot until a certificate of occupancy has been issued for such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates 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 monthly installments. 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.

SECTION 10. EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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.

SECTION 11. SUBORDINATION OF THE LIEN TO MORTGAGES. 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.

SECTION 12. WORKING CAPITAL ASSESSMENT. At the time title is conveyed to an owner, each owner shall contribute to the Association as a working capital reserve an amount equal to a two months' estimated common area assessment. Such funds shall be used solely for initial operating and capital expenses of the Association, such as pre-paid insurance, supplies and the common areas and facilities, furnishings and equipment, etc. Amounts paid into the working capital fund are not to be considered as advance payment of regular assessments. Any working capital funds remaining at the end of the first full operating year shall be transferred to and become part of the general funds of the Association, in the discretion of the Board of Directors.

SECTION 13. RIGHTS OF ELIGIBLE MORTGAGE HOLDERS. To the extent permitted by law, an eligible mortgage holder upon written request to the Association, identifying the name and address of the holder, will be entitled to timely written notice of:

- a. Any condemnation, loss or casualty loss which affects a material portion of the project or any lots on which there is a mortgage held by such eligible mortgage holder.
- b. Any delinquency in payment of assessments or charges owed by an owner of the lot subject to a first mortgage held, by such Eligible Holder, which remains uncured for a period of sixty days.
- c. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- d. Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.

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e. In addition to the foregoing rights, the Eligible Mortgage Holders shall be afforded the following rights subject to the extent permitted by law and as allowed by the North Carolina General Statutes as they now exist or as may be amended from time to time.

(1) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of at least 51% of the votes of the unit estates subject to Eligible Mortgage Holders.

(2) Unless otherwise provided in the Declaration or By-Laws, no reallocation of interest in the common areas resulting from a partial condemnation or partial destruction of the project may be affected without the prior approval of Eligible Holders holding mortgages on all remaining unit estates whether existing whole or in part, and which have at least 51% of the votes of such remaining unit estates subject to Eligible Holders of mortgages.

ARTICLE VI.

FIDELITY BONDS

SECTION 1. GENERAL. The Association shall maintain blanket fidelity bonds for all officers, directors, employees and all other persons handling or responsible for funds of the Association. If the Association shall delegate some or all the responsibility for the handling of its funds to a management agent, such fidelity bonds shall be maintained by such management agent for its offices, employees and agents handling or responsible for funds of or administered on behalf of the Association.

SECTION 2. AMOUNT OF COVERAGE. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three months' aggregate assessments on all units plus reserve funds.

SECTION 3. OTHER REQUIREMENTS. Fidelity bonds required herein must meet the following requirements:

- a. Fidelity bonds shall name the Association as an obligee.
- b. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.
- c. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense.

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- d. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association if a condominium project, to any insurance trustee and each Eligible Mortgage Holder.

SECTION 4. RECOMMENDATION OF RENTAL AGENTS. At the annual meeting of the Association, or such other meeting of the Association as is designated by the Board, the Board may, upon notice to the owners, recommend for the approval of the Association one or more agents for the rental of units during the forthcoming year. Prior to recommending agents for the approval of the Association, the Board shall have authority to require any agent desiring to qualify as an approved agent to submit a copy of the proposed rental agreement to be used by such agent, together with such other information as the Board may reasonably require. The Board may require, as a condition of approval, that all rental agreements incorporate such standard procedures as may be required to minimize problems of security, maintenance, quality and operation of the common areas and facilities of the property. Neither the Association nor the Board shall have, or attempt to impose as a condition of approval, any control over the commission schedule or fees charged by any approved rental agent, or the permissible period of rental, all of which shall be for the sole determination of the approved rental agent and any owner selecting such agent. Each owner shall have the absolute right to enter into any direct rental, lease or sales arrangement with renters, lessees and purchasers which shall be consistent with the Declaration, By-Laws of the Association and such other regulations as may from time to time be promulgated by the Association and/or Board. Nothing herein shall be construed as creating or authorizing any rental pooling or as requiring the rental of a unit by an owner or as restricting the owner's use of his unit. If any court of law, governmental regulatory body having appropriate jurisdiction or approved legal counsel to the Association determines that any portion of this provision is unlawful or would require registration of the offering of any lot as a security, then such portion of this provision shall be invalid until such requirement is eliminated.

ARTICLE VII.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated 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.

ARTICLE VIII.

PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the townhouses upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

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SECTION 4. WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element.

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decisions shall be by a majority of all the arbitrators.

ARTICLE IX.

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, decks, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance, repair or replacement is caused through the willful, or negligent act of the Owner, his family, guests or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies, the cost of such maintenance, replacement, or repairs, shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE X.

USE RESTRICTIONS

SECTION 1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family townhouse dwelling not to exceed three stories in height. Any building erected, altered, placed or permitted to remain on any lot shall be subject to the provisions of Article VII of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.

SECTION 2. 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.

SECTION 3. 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.

SECTION 4. RECREATIONAL VEHICLES. No boat, motor boat, camper, trailer, motor or mobile homes, or similar type vehicle, shall be permitted to remain on any lot at any time, unless by consent of the Association.

SECTION 5. 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 and are at all times properly leashed.

SECTION 6. OUTSIDE ANTENNAS. No outside radio or television antennas shall be erected on any lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

SECTION 7. WINDOW COVERINGS. All drapes, curtains or other similar materials hung at windows, or in any manner as to be visible from the outside, of any building erected upon any lot shall be of a white or neutral background material.

617-153

SECTION 8. EXTERIOR LIGHTS. All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white, or non-frost lights or bulbs.

ARTICLE XI.

ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Except as provided in Sections 2 and 3, below, annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

SECTION 2. If the **Declarant**, its successors or assigns, shall develop all or any portion of the remainder of the tract of land on the northwesterly side of North Anderson Boulevard shown and designated as Tract II, containing 15.77 acres, on the map recorded in Map Book 19 at Page 83 of the Pender County Registry, (which tract also includes the lands described in the preambles herein), such additional tract may be annexed to said Properties without the assent of the Class A members, provided however, the development of the additional tract described in this section shall be in accordance with the same general scheme of development as **QUEENS GRANT TOWNHOUSES** and shall contain no more than 138 townhouse units.

SECTION 3. The rights of **Declarant** reserved in Sections 2 and 3 above shall expire automatically on January 1, 1990, if not exercised prior thereto.

ARTICLE XII.

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. SEVERABILITY. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. 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.

SECTION 4. AMENDMENT OF DECLARATION. The covenants and restrictions of this Declaration may be amended by an instrument duly recorded in the Office of the Register of Deeds of New Hanover County signed by not less than sixty (60%) per cent 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**.

617-153

IN WITNESS WHEREOF, ISLAND DEVELOPMENT CORPORATION, the Declarant herein, has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary and sealed with its corporate seal, all on the day and year first above written.

ISLAND DEVELOPMENT CORPORATION

BY:

Stephen E. Miller
Vice President

ATTEST:

Cookie Y. Tighman
Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

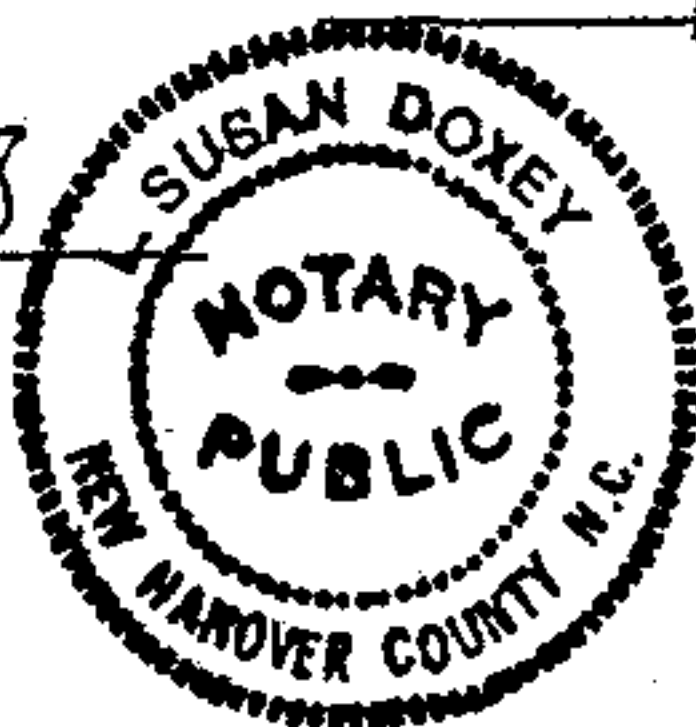
I, L. Susan Doney, a Notary Public in and for the aforesaid County and State do hereby certify that Cookie Y. Tighman personally appeared before me this day and acknowledged that he is the Asst. Secretary of ISLAND DEVELOPMENT CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as its Asst. Secretary.

WITNESS my hand and notarial seal, this the 27th day of May, 1983.

My Commission Expires:

March 24, 1988

(NOTARIAL SEAL)



L. Susan Doney
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF PENDER

The foregoing certificate(s) of L. Susan Doney,
and Kathy B. Redmond, Notary(ies) Public is/are certified to be correct. This the 27 day of May, 1983.

HUGH OVERSTREET, JR. - REGISTER OF DEEDS

BY:

Shirley Shady
Deputy/Assistant

617-153

STATE OF NORTH CAROLINA)

COUNTY OF PENDER)

JOINDER AND CONSENT

DAVID C. BAREFOOT, TRUSTEE, for QUINN COMPANY, MACK PROPANE, INC., JOHN A. RICHARDSON, JR., I.J. QUINN, HENRY V. LINEBERGER, JR., RAYMOND V. RIVENBARK and BROOKS C. HOLDER, JR., join in this Declaration of Covenants, Conditions, and Restrictions for Queens Grant Townhouses for the sole purpose of subjecting and subordinating to said Declaration, the lien of that certain deed of trust to DAVID C. BAREFOOT, TRUSTEE, recorded in Book 609 at Page 88 in the Office of the Register of Deeds of Pender County, North Carolina.

David C. Barefoot, Trustee (SEAL)
DAVID C. BAREFOOT, TRUSTEE

STATE OF NORTH CAROLINA)
COUNTY OF NEW HANOVER)

I, a Notary Public of the County and State aforesaid, certify that DAVID C. BAREFOOT, TRUSTEE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

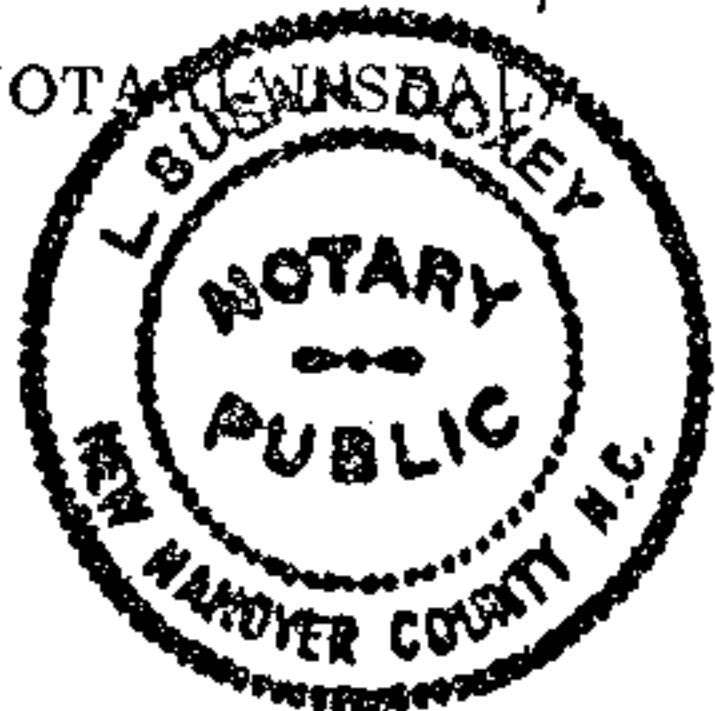
WITNESS my hand and official stamp or seal, this 27th day of May, 1983.

L. Susan Doherty
Notary Public

My Commission Expires:

March 24, 1988

(NOTARY)



617-153

STATE OF NORTH CAROLINA)
COUNTY OF PENDER)

JOINDER AND CONSENT

JAMES C. STEADMAN, TRUSTEE, and UNITED CAROLINA BANK, a North Carolina Banking Corporation, join in this Declaration of Covenants, Conditions, and Restrictions for Queens Grant Townhouses for the sole purpose of subjecting and subordinating to said Declaration, the liens of those certain deeds of trust to JAMES C. STEADMAN, TRUSTEE, recorded in Book 1199 at Pages 278, 281, 284 and 287 in the Office of the Register of Deeds of Pender County, North Carolina.

James C. Steadman (SEAL)
JAMES C. STEADMAN, TRUSTEE

UNITED CAROLINA BANK:

BY: James B. Butler
Vice President

ATTEST:

Grace H. Jones
Assistant Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA)
COUNTY OF NEW HANOVER)

I, a Notary Public of the County and State aforesaid, certify that JAMES C. STEADMAN, TRUSTEE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

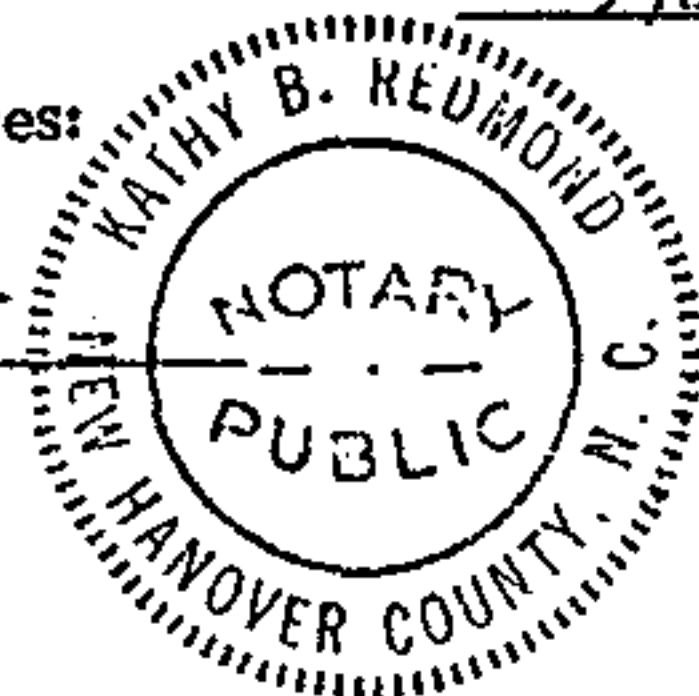
WITNESS my hand and official stamp or seal, this 27th day of May, 1983.

Kathy B. Redmond
Notary Public

My Commission Expires:

March 17, 1985

(NOTARIAL SEAL)



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that Grace H. Jones, personally came before me this day and acknowledged that he is Assistant Secretary of UNITED CAROLINA BANK, a North Carolina Banking Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by her as its Assistant Secretary.

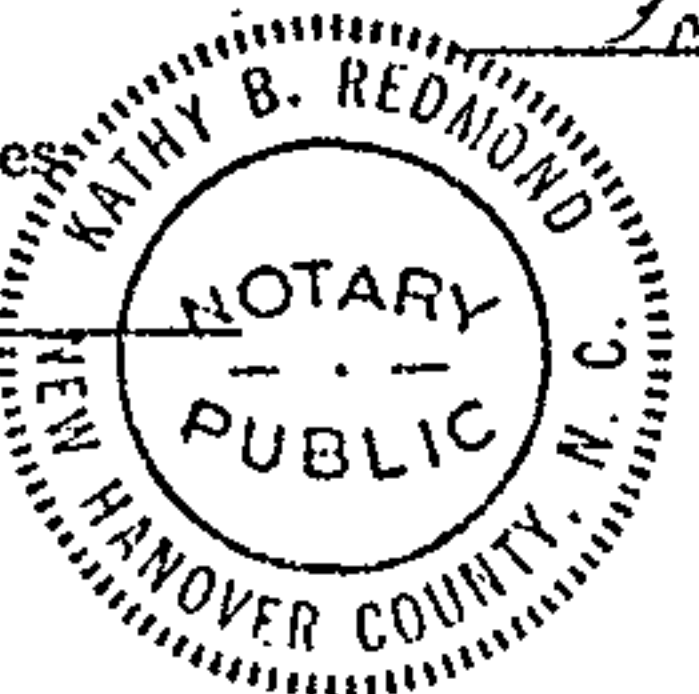
WITNESS my hand and official stamp or seal, this 27th day of May, 1983.

Kathy B. Redmond
Notary Public

My Commission Expires:

March 17, 1985

(NOTARIAL SEAL)



PREPARED BY: POYNER & SPRUILL

7/2. 34
MAIL AFTER RECORDING TO:
ELIZABETH B. HAYNES, P. O. BOX
10096, RALEIGH, NORTH CAROLINA,
27605-0096

STATE OF NORTH CAROLINA

AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF QUEEN'S GRANT TOWNHOUSES

COUNTY OF PENDER

This Amendment to Declaration made the 30th day of April, 1988 by the lot owners of Queen's Grant Townhouses, Inc., a North Carolina corporation not for profit.

WITNESSETH:

WHEREAS, the undersigned own at least Sixty Percent of the lots in Queen's Grant Townhouses, Inc. and are therefore entitled, pursuant to Article XII, Section IV, to amend this Declaration.

WHEREAS, a revised map of survey for Queen's Grant Townhouses, Inc. is being recorded this same date in Condominium Plat Book 1 at Page 21 of the Pender County Registry to reflect streets and townhouses as built. This revised map reflects some changes in the common areas from that shown on the original recorded map.

NOW, THEREFORE, the undersigned do hereby declare that the Declaration is amended to delete Section IV, Common Area, in its entirety and to substitute therefore the following:

Section IV. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association is described as follows:

BEING all of that area shown and designated as Common Area on the map of Queen's Grant Townhouses recorded in Condominium Plat Book 1 at Page 21 of the Pender County Registry; the said Common Areas being further described as being all of the areas shown on the aforesaid map of Queen's Grant Townhouses including the private street known as South Princess Lane, with the exception of lots numbered 1A-1F; 2A-2F; 3A-3D; 4A-4H; 5A-5H; 6A-6H; 7A-7F; 8A-8H; and 9A-9F, inclusive, and with the further exception of all areas shown and designated on said map as "Queen's Grant Recreation Assn., Inc. Tracts I, II and II", "Island Development Corporation", "Reserved for Future Development, Island Development Corporation."

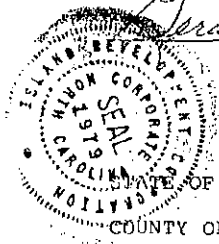
In all other respects, said Declaration shall remain the same and in full force and effect.

WITNESSETH, the undersigned have caused this Amendment to Declaration to be signed by their hands and seals this 30 day of April, 1988.

ISLAND DEVELOPMENT CORPORATION

By: [Signature]
President

ATTEST:



Gerald Quinn
Secretary

STATE OF NORTH CAROLINA

COUNTY OF Duplin

I, a Notary Public of the County and State aforesaid, certify that Gerald Quinn personally came before me this day and acknowledged that he is Secretary of ISLAND DEVELOPMENT CORPORATION a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Secretary as its Secretary.

Witness my hand and official stamp or seal, this 30 day of April, 1988.

[Signature]
Notary Public



My Commission Expires:

10-16-1989

NORTH CAROLINA, FENDER COUNTY
The foregoing or annexed certificate of

Susan Lee Waters

This instrument was presented for registration and recorded in this Office at Book 712 Page 34
This 31st day of May, 1988 at 1:50 O'clock P.M.
By [Signature] Assistant/Denney Register of Deeds
HUGH OVERSTREET, JR.
Register of Deeds

W
Crais
Quinn
Ria



B4407 P0235 04-30-2014 08:51:15.000
Sharon Lear Willoughby
Pender County, NC Register of Deeds page 1 of 18

After Recording Mail to:
Queens Grant Townhouses, Inc.
P.O. Box 3069
Topsail Beach, NC 288445

STATE OF NORTH CAROLINA
COUNTY OF PENDER

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF QUEENS GRANT TOWNHOUSES

This Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses (the "Declaration") is made April 30, 2014 by the lot owners of Queens Grant Townhouses, Inc., a North Carolina non-profit corporation (the "Association").

WITNESSETH

WHEREAS, Chapter 47F of the North Carolina General Statutes, as amended, which is commonly referred to as the North Carolina Planned Community Act (the "Act"), provides that the Association may elect to make the provisions of the Act applicable to the properties of the Association by an amendment to the Declaration approved by affirmative vote or written agreement of lot owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and

WHEREAS, Article XII Section 4 of the Declaration provides that the Declaration may be amended by an instrument duly recorded in the Office of the Register of Deeds of New Hanover County signed by not less than sixty percent (60%) of the Lot Owners; and

WHEREAS, the undersigned, being at least sixty-seven percent (67%) of the lot owners of the Association, are entitled to amend the Declaration pursuant to the Act and Article XII Section 4 of the Declaration and the Declarant signs for purpose of granting its consent to this Second Amendment to the Declaration.

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NOW, THEREFORE, the undersigned hereby amend the Declaration as follows:

1. The property description in the recital on the first page of the Declaration is deleted in its entirety and replaced with the following:

"The property designated as Tract IIIA and Tract IIIB and any lots or building footprints depicted on Map Book 55 Page 81 of the Pender County Registry."

2. Article I, Section 4 is deleted in its entirety and replaced with the following:

"SECTION 4. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners."

3. Article I, Section 5 is deleted in its entirety and replaced with the following:

"SECTION 5. Lot shall mean and refer to any portion of the Properties, whether improved or unimproved, other than Common Area and property dedicated to the public, which may be independently owned and conveyed and which may at any time be separately identified on a map of all or any portion of the Properties recorded in the Register of Deeds of Pender County. The term shall refer to the land, if any, which is part of the Lot as well as any dwelling structure constructed thereon, which may be referred to as either "Townhouse", "Townhouse Unit" or "Unit".

4. Article I, Section 12 is deleted in its entirety.

5. Article III, Section 7 is deleted in its entirety and replaced with the following:

"SECTION 7. Easements are hereby granted to the members of the Recreation Association over and across those areas designated as "TOWER COURT," "6' EASEMENT" and "10' EASEMENT" on Map Book 55 Page 81 of the Pender County Registry for ingress and egress to and from the property designated as "TRACT I," "TRACT VI" and "TRACT VIII."

6. Article IV, Sections 1 and 2 are deleted in their entirety and replaced with the following:

"SECTION 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any Lot.

SECTION 2. The Association shall have one class of voting membership. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot 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.”

7. The following Sections 14 and 15 are added to Article V:

“SECTION 14. Notwithstanding anything to the contrary, no Lot owned by the Declarant will be subject to assessment.”

“SECTION 15. Any funds received by the Association from the Declarant will be used for the benefit of the Lot Owners in the discretion of the Association’s Board of Directors. Lot Owners will not be entitled to a refund of any such funds, and these funds shall not be considered surplus.”

8. In Article X, Section 1 the phrase “single family townhouse dwelling” is deleted and replaced with “single family dwelling”.

9. Article XI, Sections 1, 2 and 3 are deleted in their entirety and replaced with the following:

“Annexation of additional property shall require the affirmative vote or written agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.”

10. Article XII Section 4 is deleted in its entirety and replaced with the following:

“SECTION 4. This Declaration may be amended only by affirmative vote or written agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated; 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.”

11. The following Section 5 is added to Article XII:

“SECTION 5. Chapter 47F of the North Carolina General Statutes, and any subsequent amendments thereto, which is commonly known as the North Carolina Planned Community Act (the “Act”), applies to the Association, the Properties, the Lots and all other aspects of the planned community.”

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.


Gerald Blackburn


Linda Blackburn

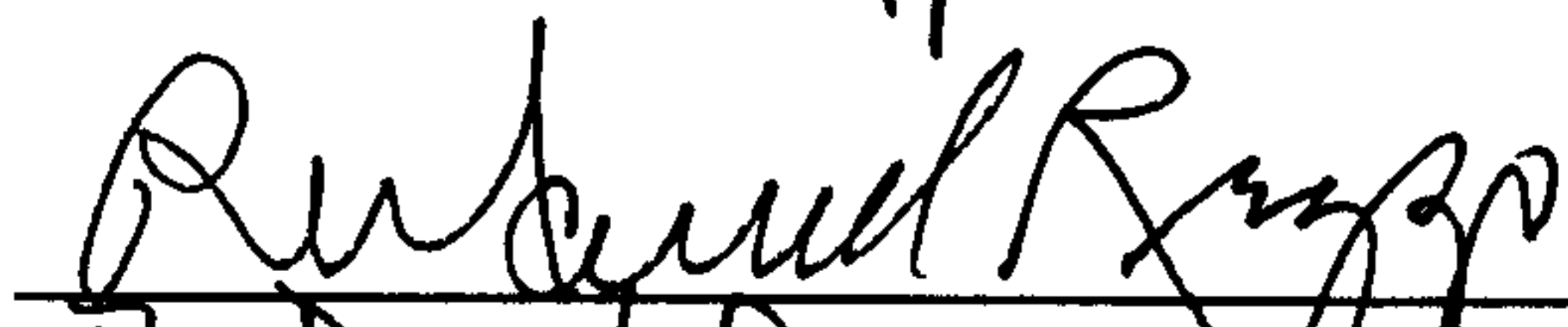
State of North Carolina

County of New Hanover

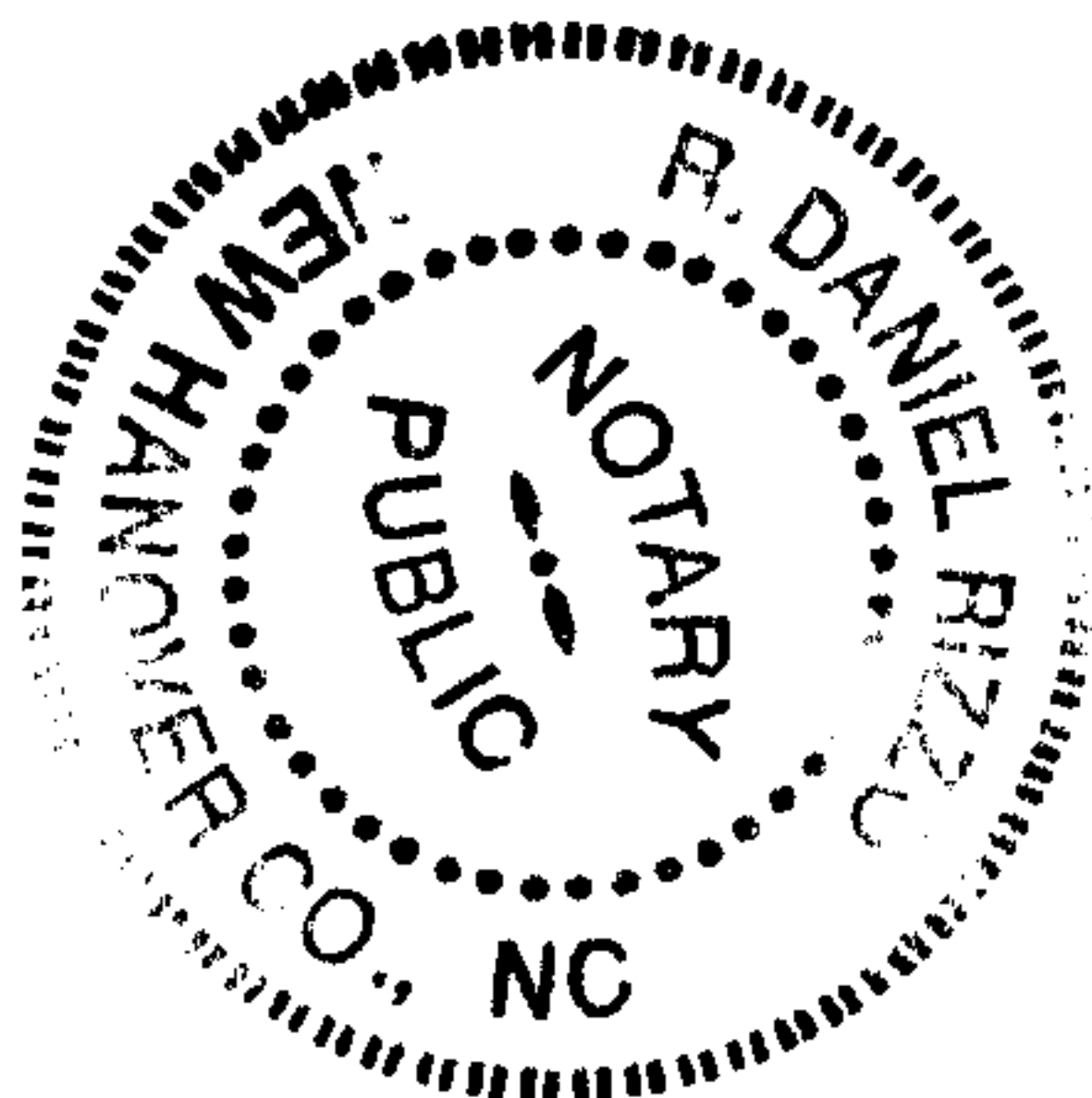
I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: Gerald Blackburn and Linda Blackburn.

Witness my hand and Notarial stamp or seal this 29 day of April, 2014.

My Commission Expires: 1-09-16


R. Daniel Rizzo, Notary Public

(Notarial Seal)





IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

John R. Weston
John R. Weston

Sally Jo Houston
Sally Jo ~~Weston~~ Houston

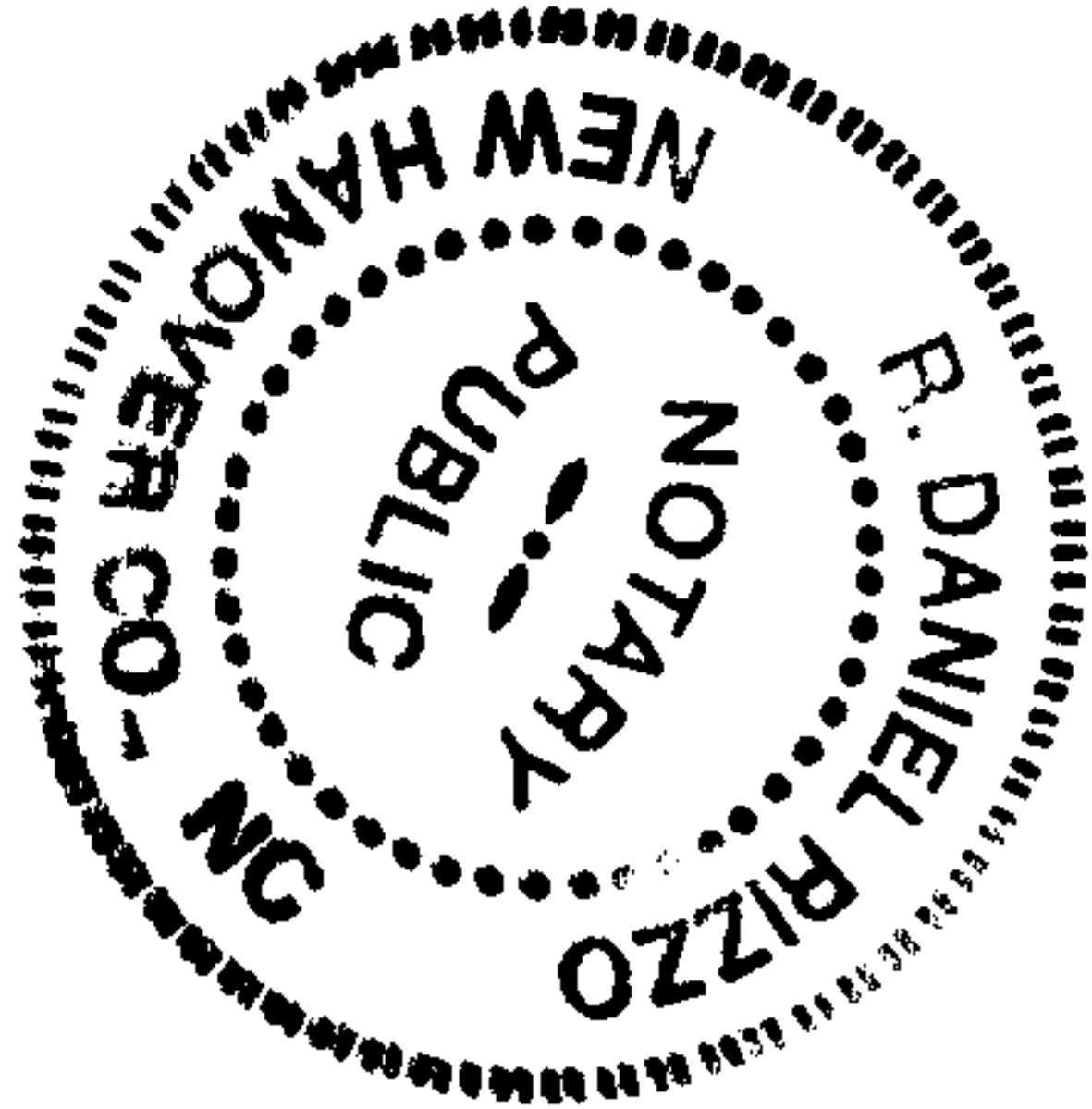
State of North Carolina
County of New Hanover

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: John Weston and Sally ~~Weston~~ Jo Houston

Witness my hand and Notarial stamp or seal this 26 day of April, 2014.

My Commission Expires: 1-09-16
R. Daniel Rizzo
R. Daniel Rizzo Notary Public

(Notarial Seal)





IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

Axon Darren Sholar
Axon Darren Sholar

Frances Elizabeth Sholar
Frances Elizabeth Sholar

State of North Carolina

County of New Hanover

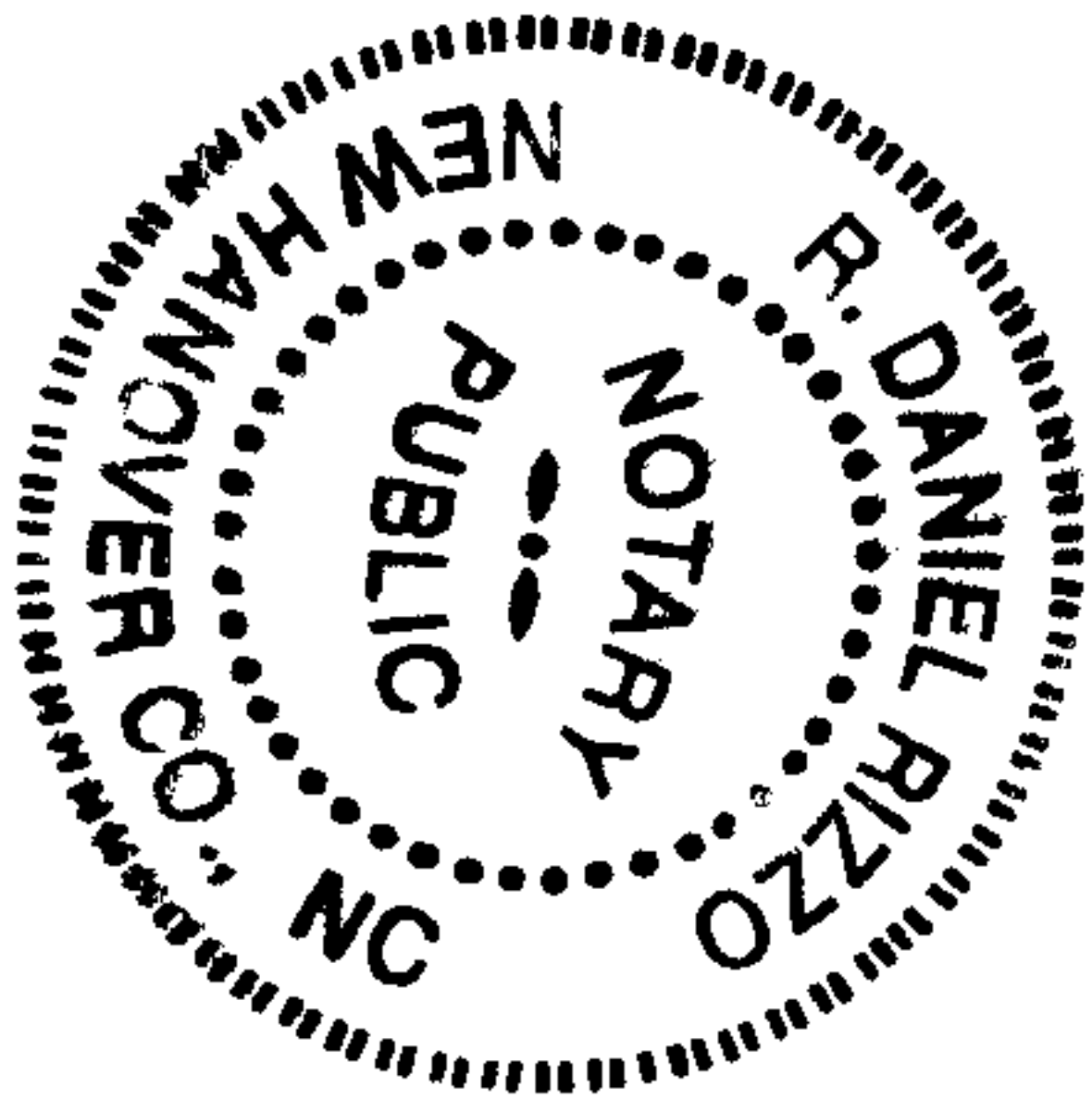
I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: Axon Darren Sholar and Frances Elizabeth Sholar.

Witness my hand and Notarial stamp or seal this 26 day of April, 2014.

My Commission Expires: 1-09-16

R. Daniel Rizzo
R. Daniel Rizzo, Notary Public

(Notarial Seal)



IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

R. Fredrick Williams
Richard Fredrick Williams

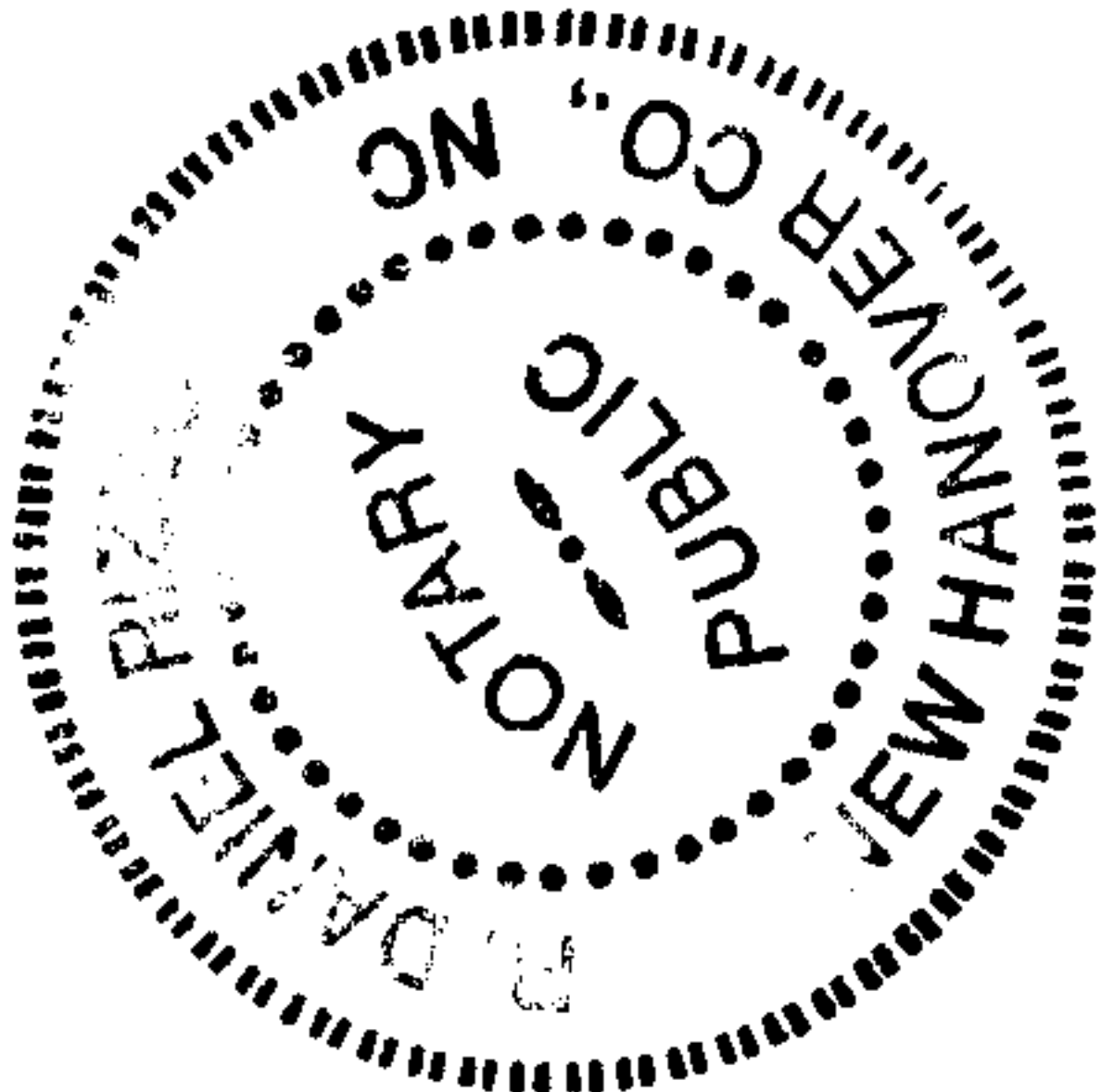
Faye Q. Williams
Faye Q. Williams

State of North Carolina
County of New Hanover

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: Richard Fredrick Williams and Faye Q. Williams.


Witness my hand and Notarial stamp or seal this 28 day of April, 2014.
My Commission Expires: 1-09-16
R. Daniel Rizzo
R. Daniel Rizzo Notary Public

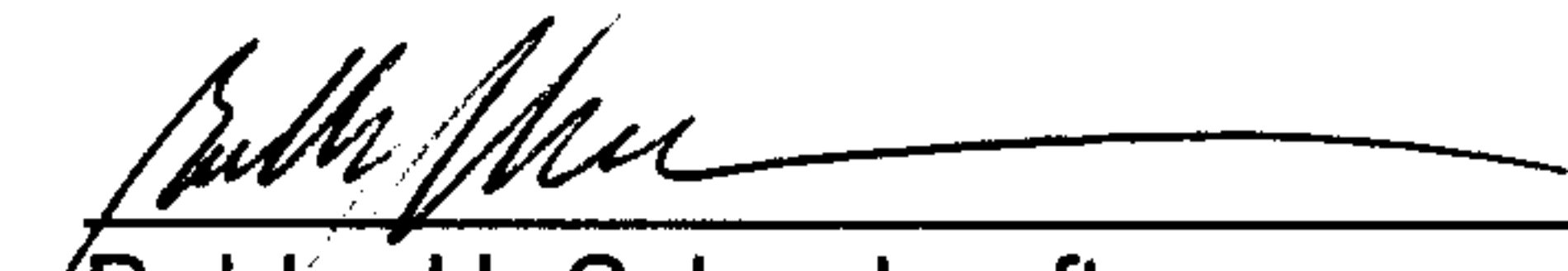
(Notarial Seal)





IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.


Joya Ann Schoolcraft


Bobby H. Schoolcraft

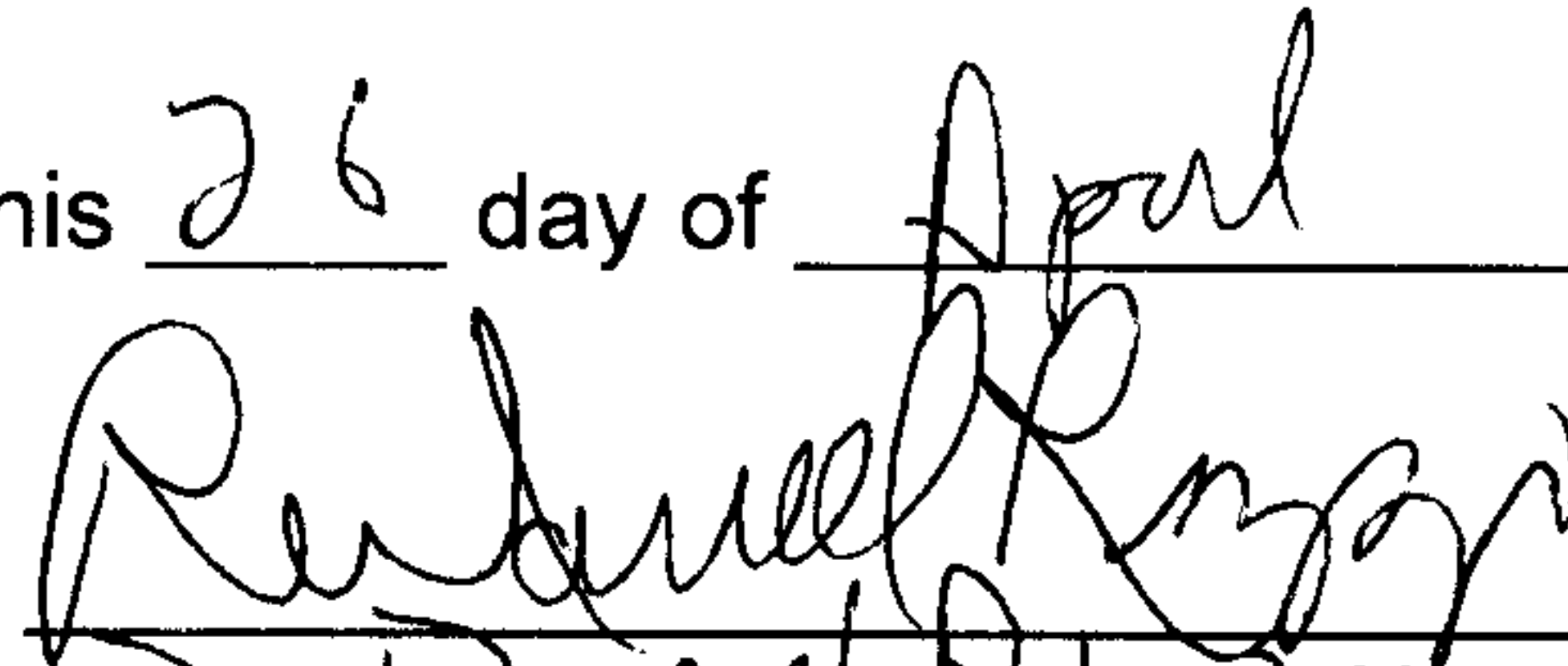
State of North Carolina

County of New Hanover

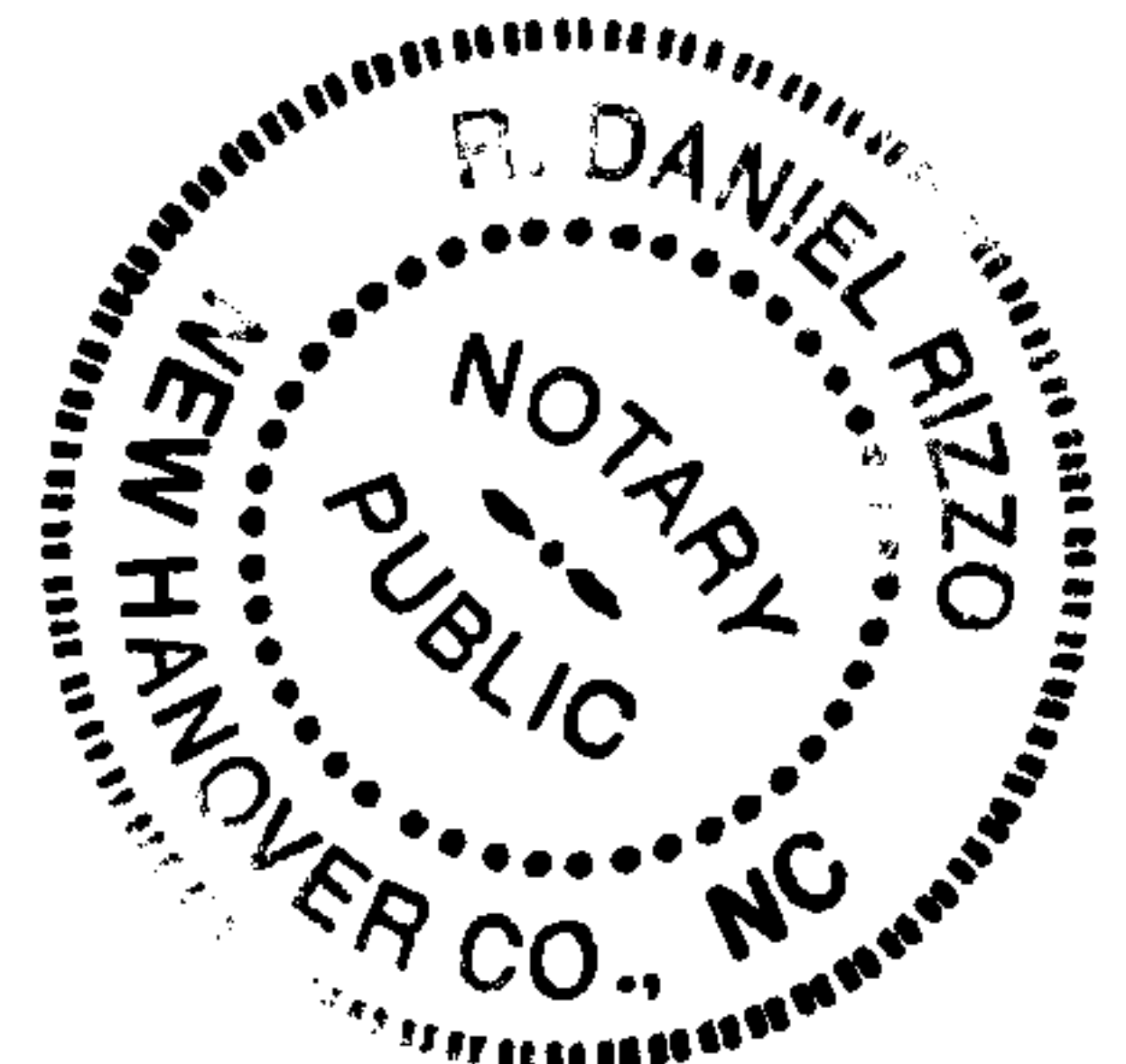
I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: Joya Ann Schoolcraft and Bobby H. Schoolcraft.

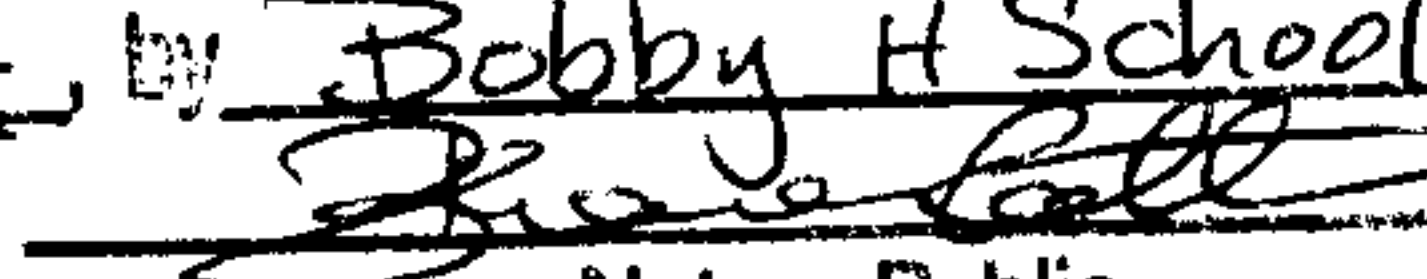
Witness my hand and Notarial stamp or seal this 26 day of April, 2014.

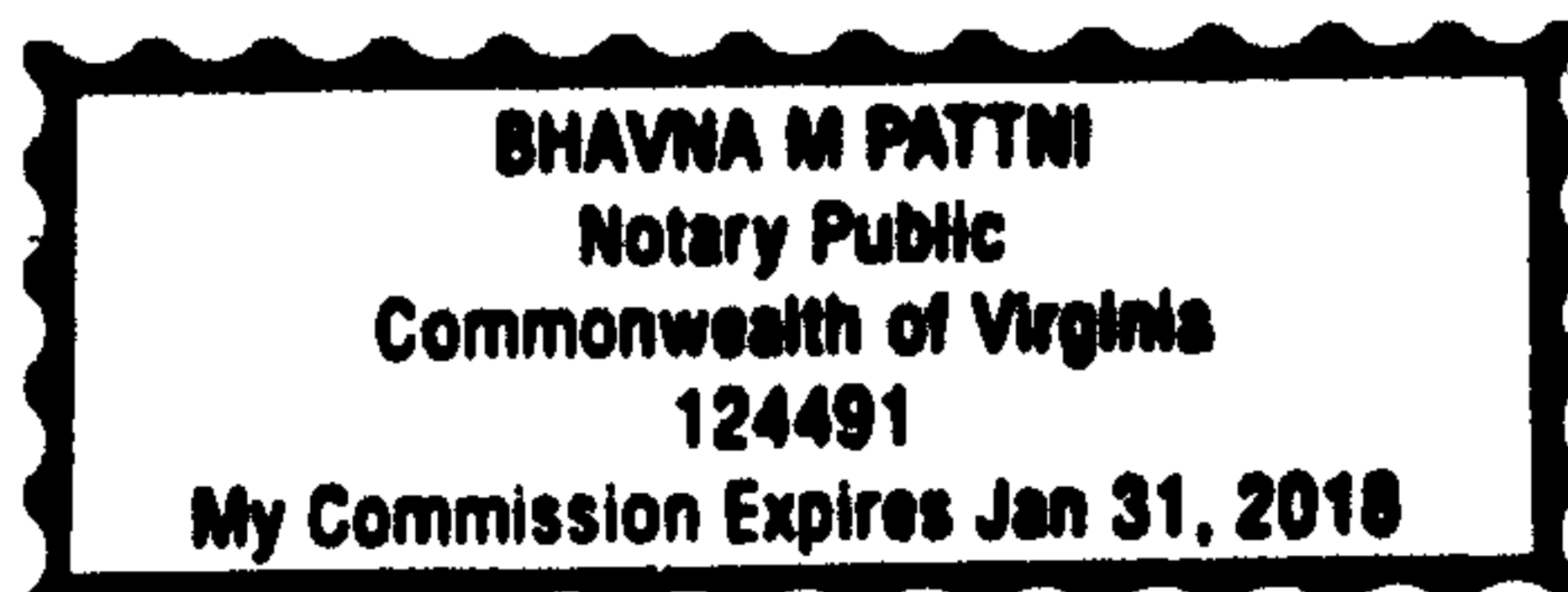
My Commission Expires: 1-09-16


R. Daniel Rizzo, Notary Public

(Notarial Seal)



State/District of Virginia
City/County of Stafford
This foregoing instrument was acknowledged before me this 22nd
day of April, 2014, by Bobby H Schoolcraft

Notary Public
My commission expires: January 31, 2018





IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

CAROCAM INVESTMENTS, LLC

By: [Signature]
 William B. Sutton, Jr., Manager

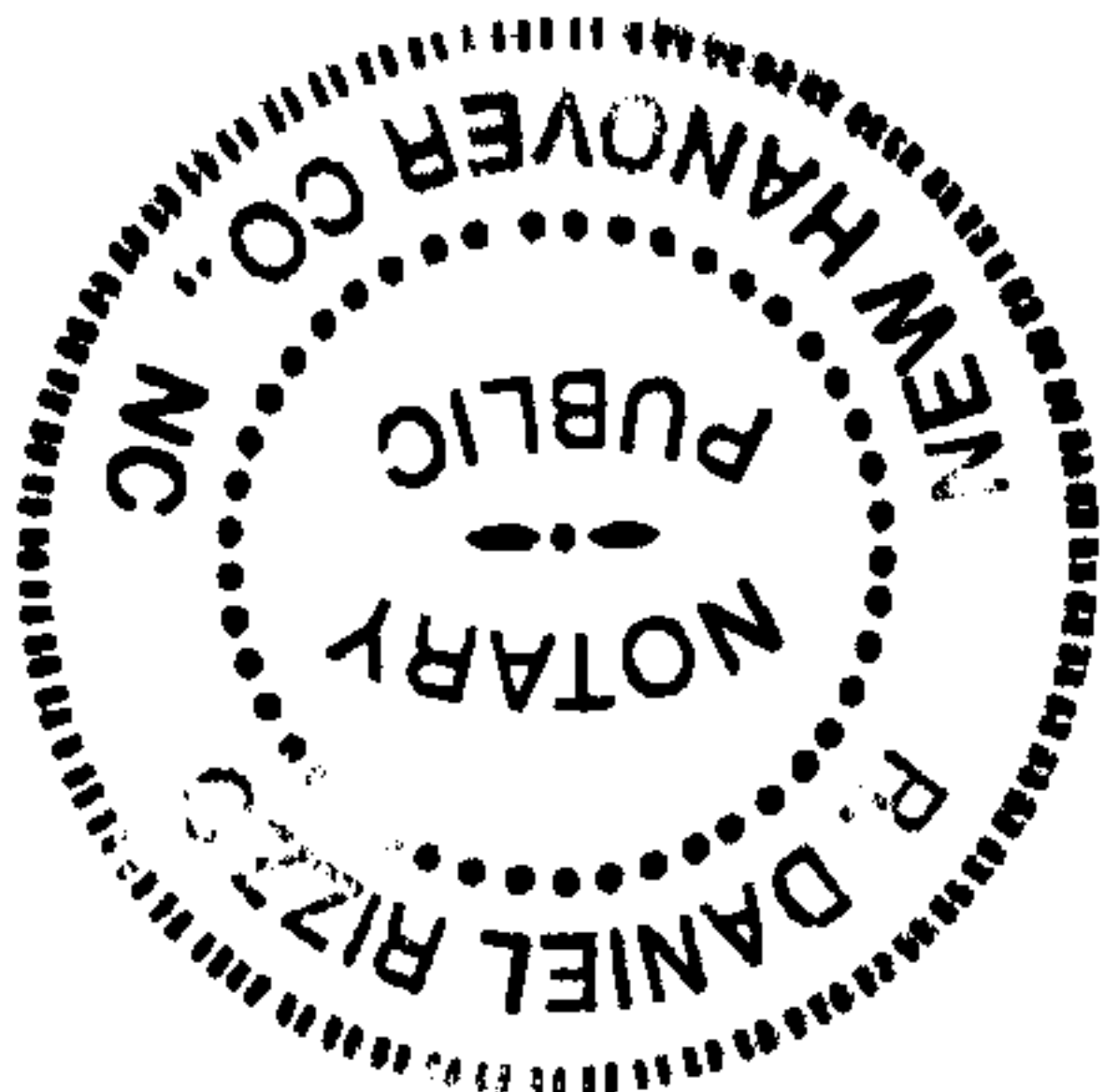
State of North Carolina
 County of New Hanover

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: William B. Sutton, Jr., Manager of CAROCAM INVESTMENTS, LLC.

Witness my hand and Notarial stamp or seal this 26 day of April, 2014.

My Commission Expires: 1-09-16 [Signature]
R. DANIEL RIZZO, Notary Public

(Notarial Seal)



IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

William S. Draughon
William S. Draughon

Kaywood G. Draughon
Kaywood G. Draughon

State of North Carolina

County of Sampson

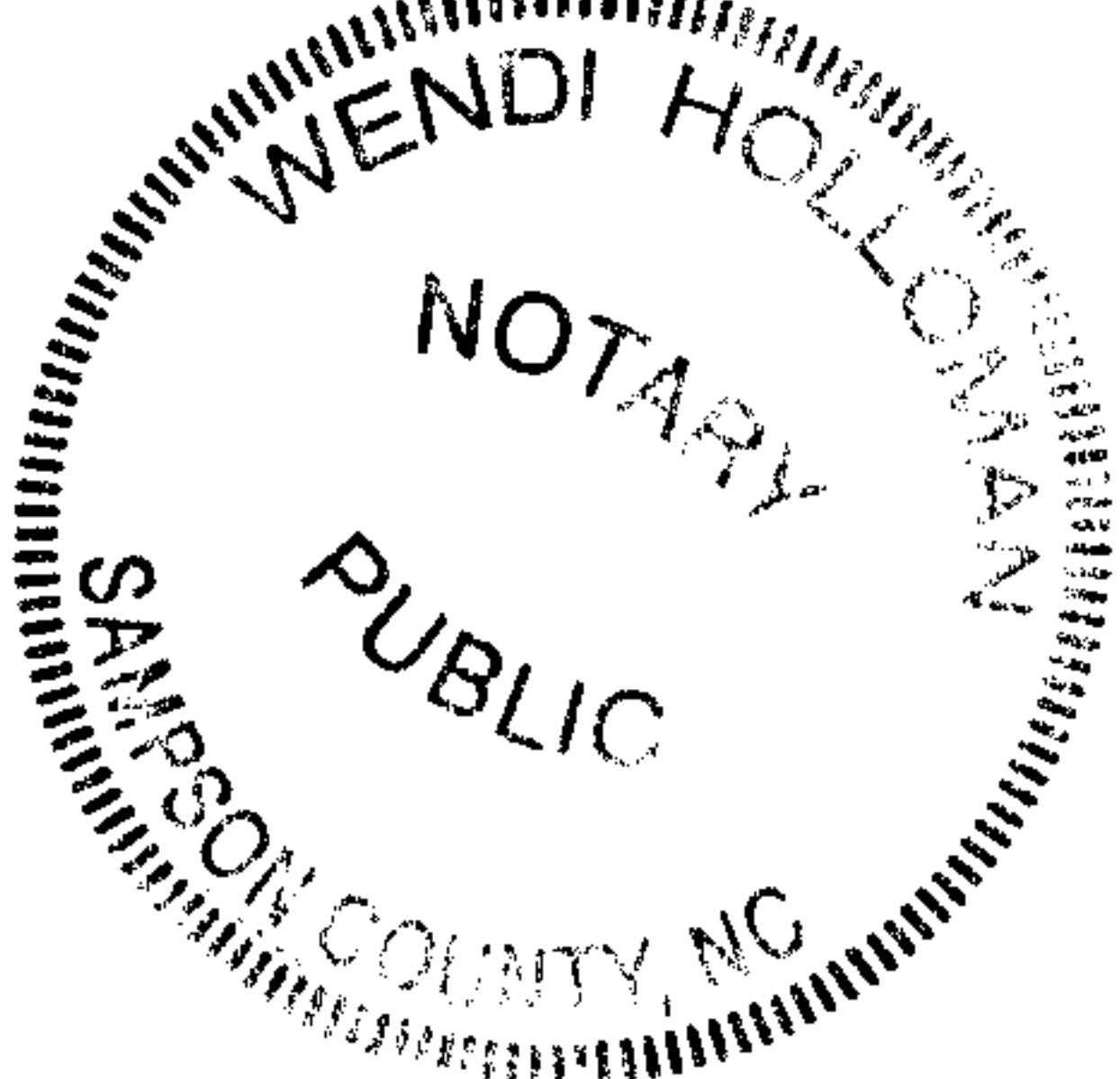
I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: William S. Draughon and Kaywood G. Draughon.

Witness my hand and Notarial stamp or seal this 23rd day of April, 2014.

My Commission Expires: 11/14/2016

Wendi Holloman
Wendi Holloman, Notary Public

(Notarial Seal)





IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

James Earl Williams, Sr.
 James Earl Williams, Sr.

Frances H. Williams
 Frances H. Williams

State of North Carolina
 County of New Hanover

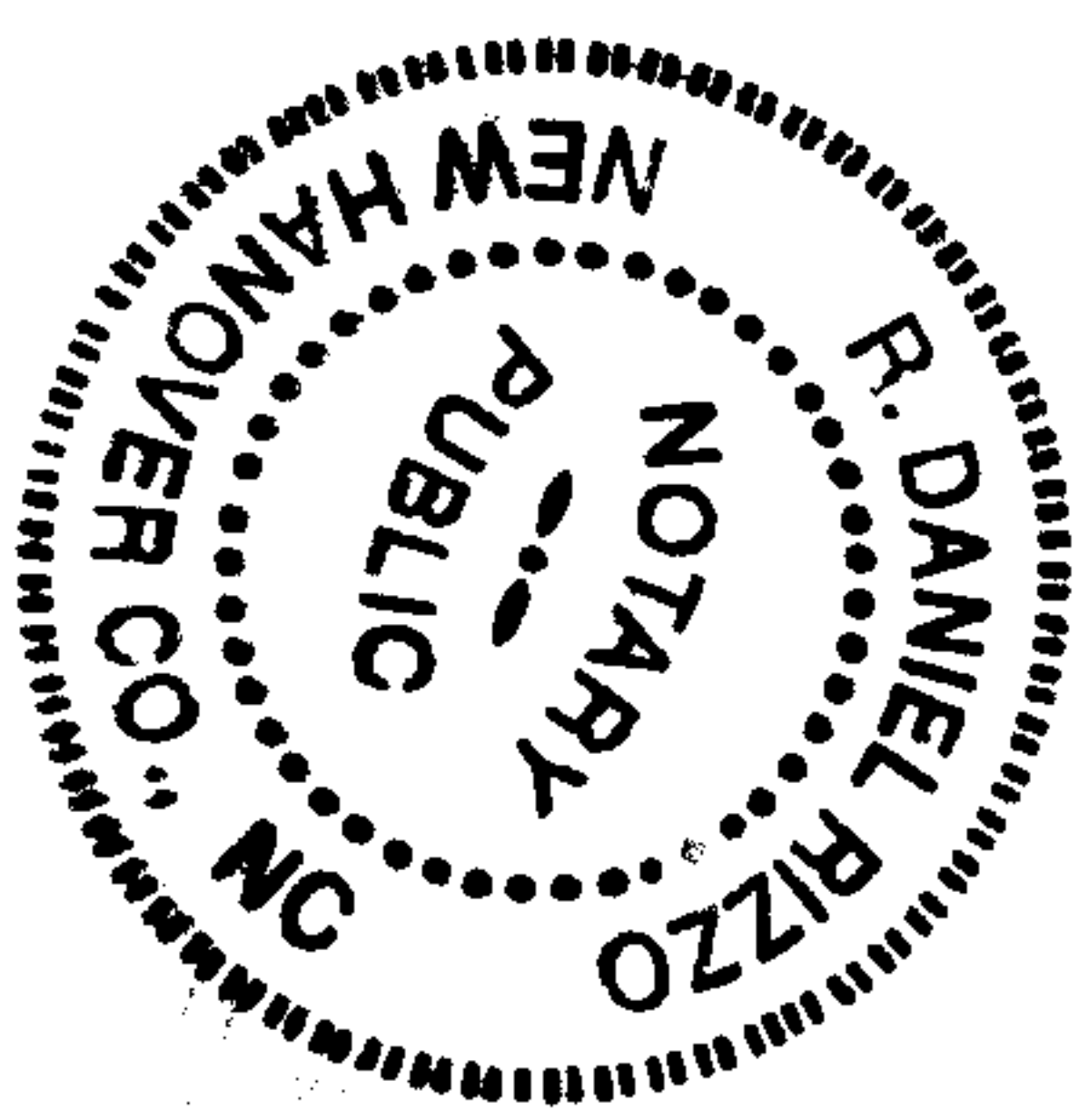
I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: James Earl Williams, Sr. and Frances H. Williams.

Witness my hand and Notarial stamp or seal this 26 day of April, 2014.

My Commission Expires: 1-09-16

R. Daniel Rizzo
R. Daniel Rizzo, Notary Public

(Notarial Seal)





IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

J Bell
Joseph W. Bell
(Print Name)

State of North Carolina
County of Jones.

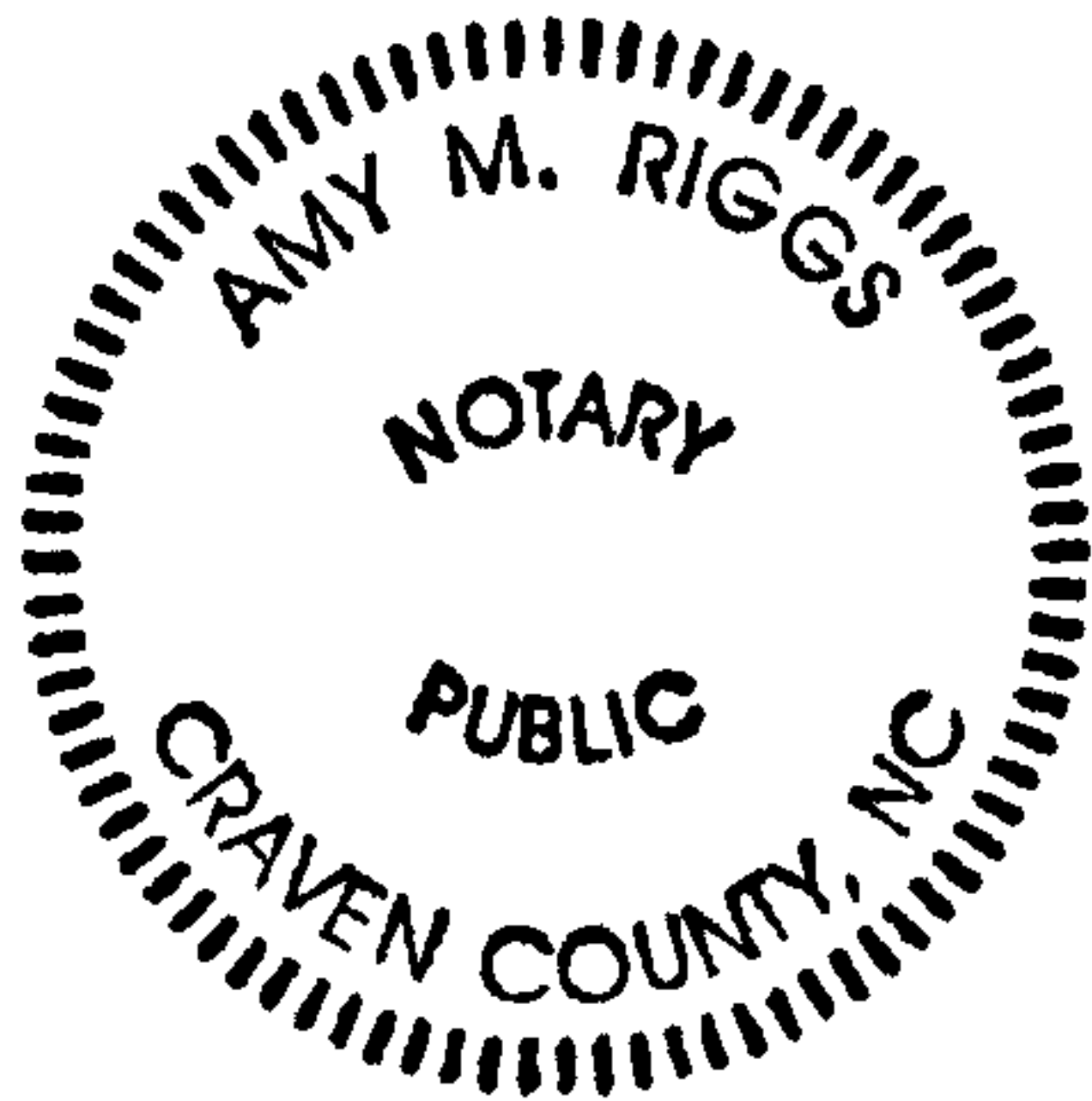
I, the undersigned Notary Public of the County and State aforesaid, certify that the following person personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: Joseph W. Bell
(INSERT NAME OF SIGNATOR)

Witness my hand and Notarial stamp or seal this 22 day of April ~~March~~, 2014.

My Commission Expires: October 29, 2016

Amy M Riggs
Amy M Riggs
(Print Name)

(Notarial Seal)



IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

Graham A. Pope
Graham A. Pope

Peggy W. Pope
Peggy W. Pope

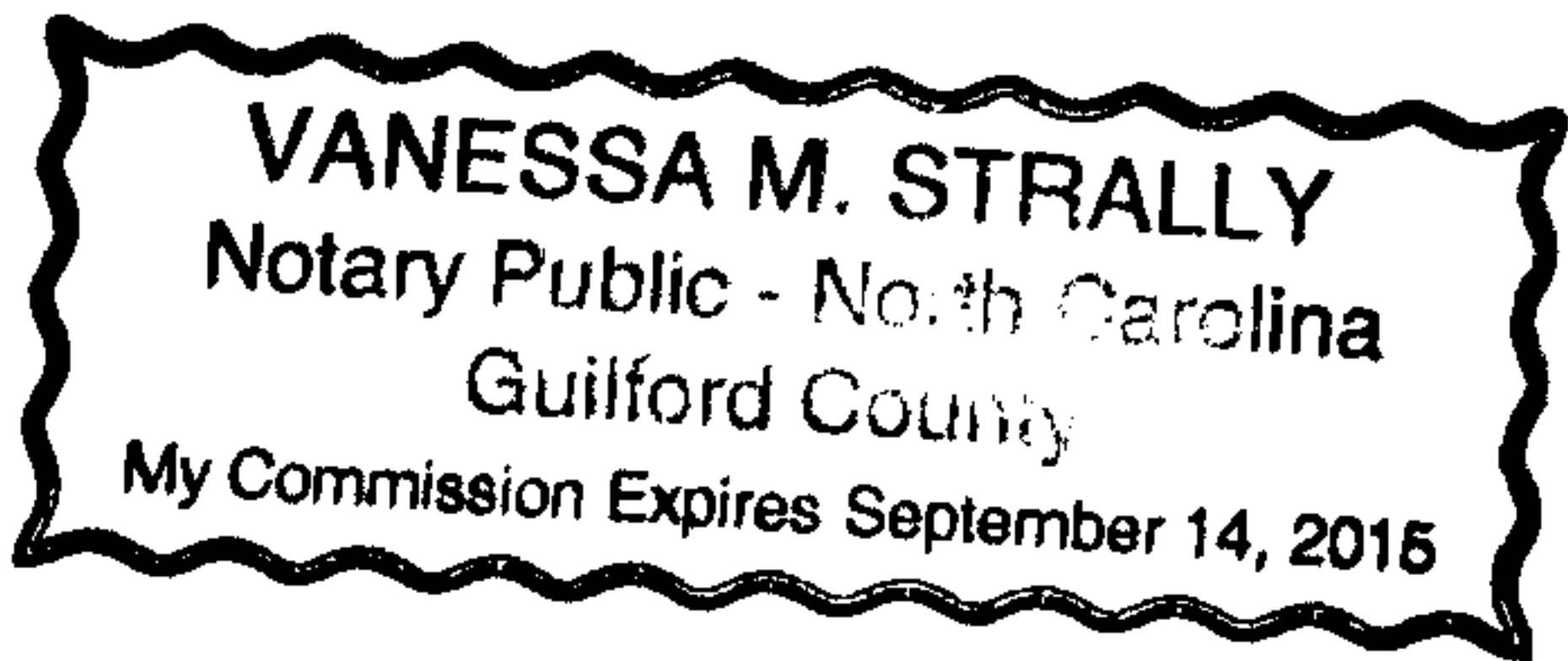
State of North Carolina
County of Guilford

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: Graham A. Pope and Peggy W. Pope.

Witness my hand and Notarial stamp or seal this 26th day of April, 2014.

My Commission Expires: September 14, 2015 Vanessa M Strally
Vanessa M Strally, Notary Public

(Notarial Seal)



IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

Dianne B Bell
Dianne B Bell
(Print Name)

State of North Carolina
County of Jones

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: Dianne B Bell
(INSERT NAME OF SIGNATOR)

Witness my hand and Notarial stamp or seal this 02 day of April, 2014.

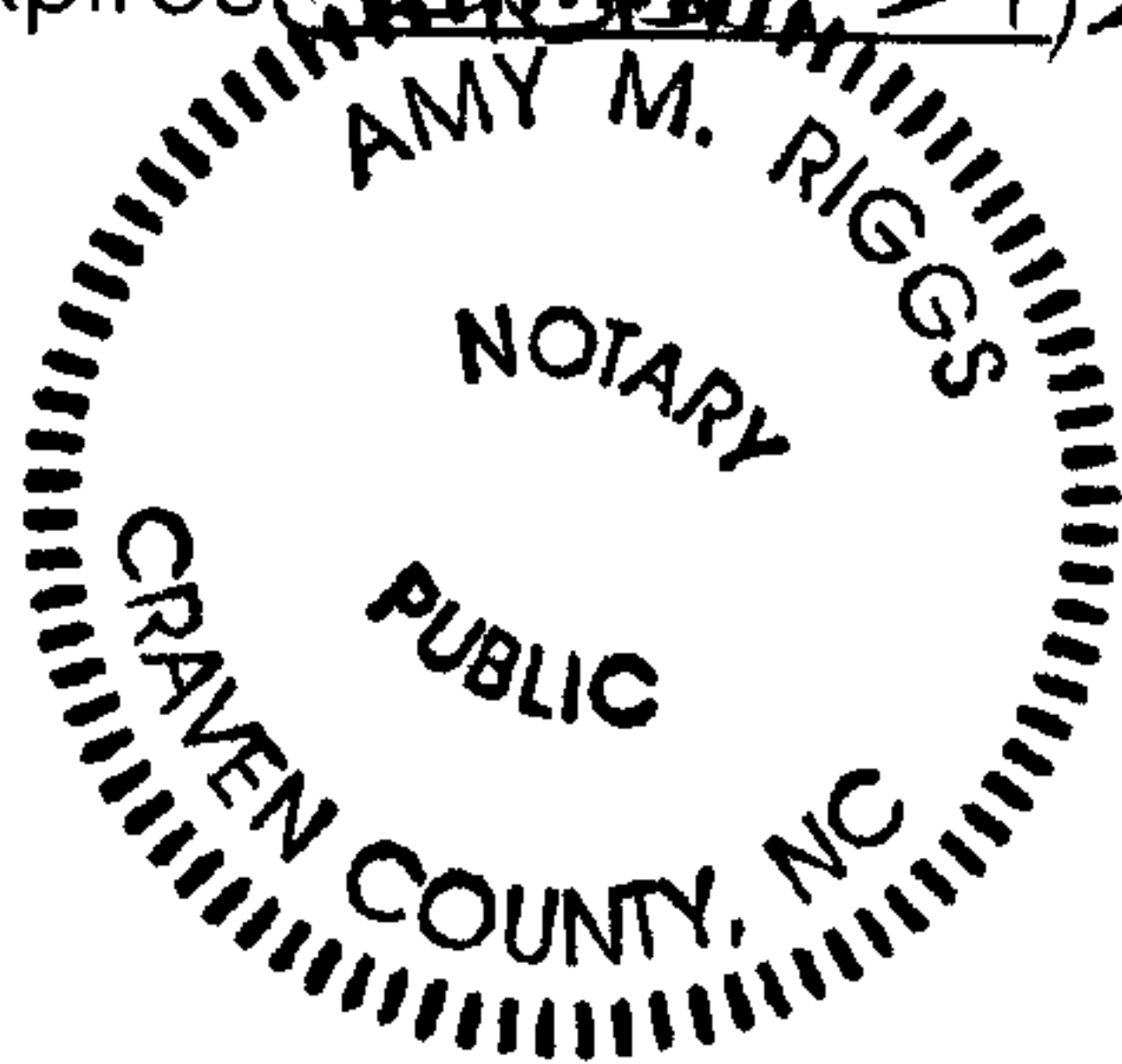
My Commission Expires

October 29, 2016

Amy M. Riggs

Amy M. Riggs
(Print Name)

(Notarial Seal)





IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

KATRINA S. JACKSON FAMILY LIMITED PARTNERSHIP

By: Robin J. Walston
~~Katrina S. Jackson~~, General Partner
 Robin J. Walston

~~Katrina S. Jackson~~

~~F. Sherrill Jackson~~

State of North Carolina

County of New Hanover

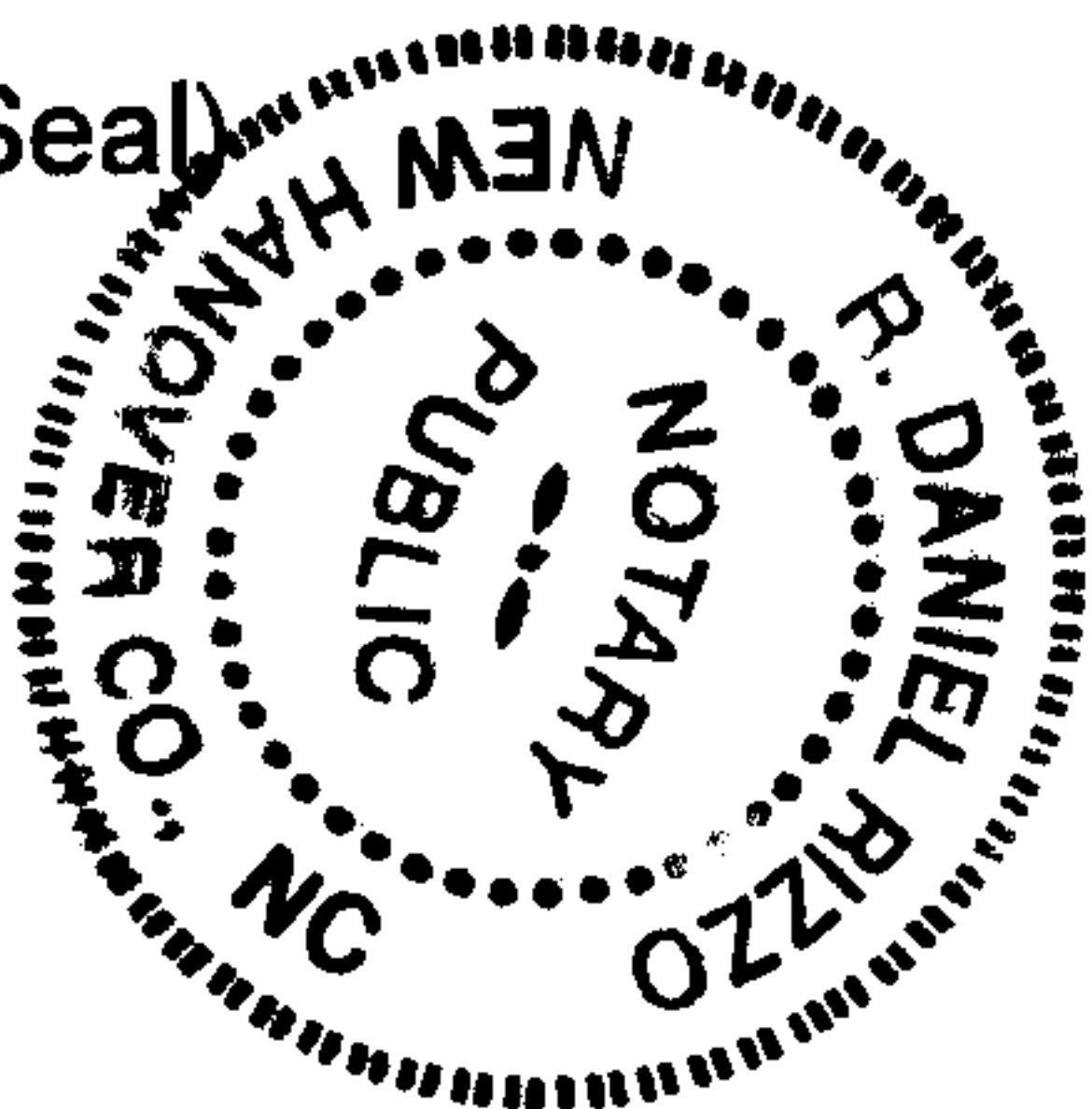
I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: Katrina S. Jackson, General Partner of KATRINA S. JACKSON FAMILY LIMITED PARTNERSHIP and Katrina S. Jackson and E. Sherrill Jackson.

Witness my hand and Notarial stamp or seal this 26 day of April, 2014.

My Commission Expires: 1-09-16

R. Daniel Ruzo
R. Daniel Ruzo, Notary Public

(Notarial Seal)





IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

SAMUEL E. GODWIN, GST EXEMPT TRUST, DATED 10/18/05

By: 
 Meredith Owen Godwin, Trustee

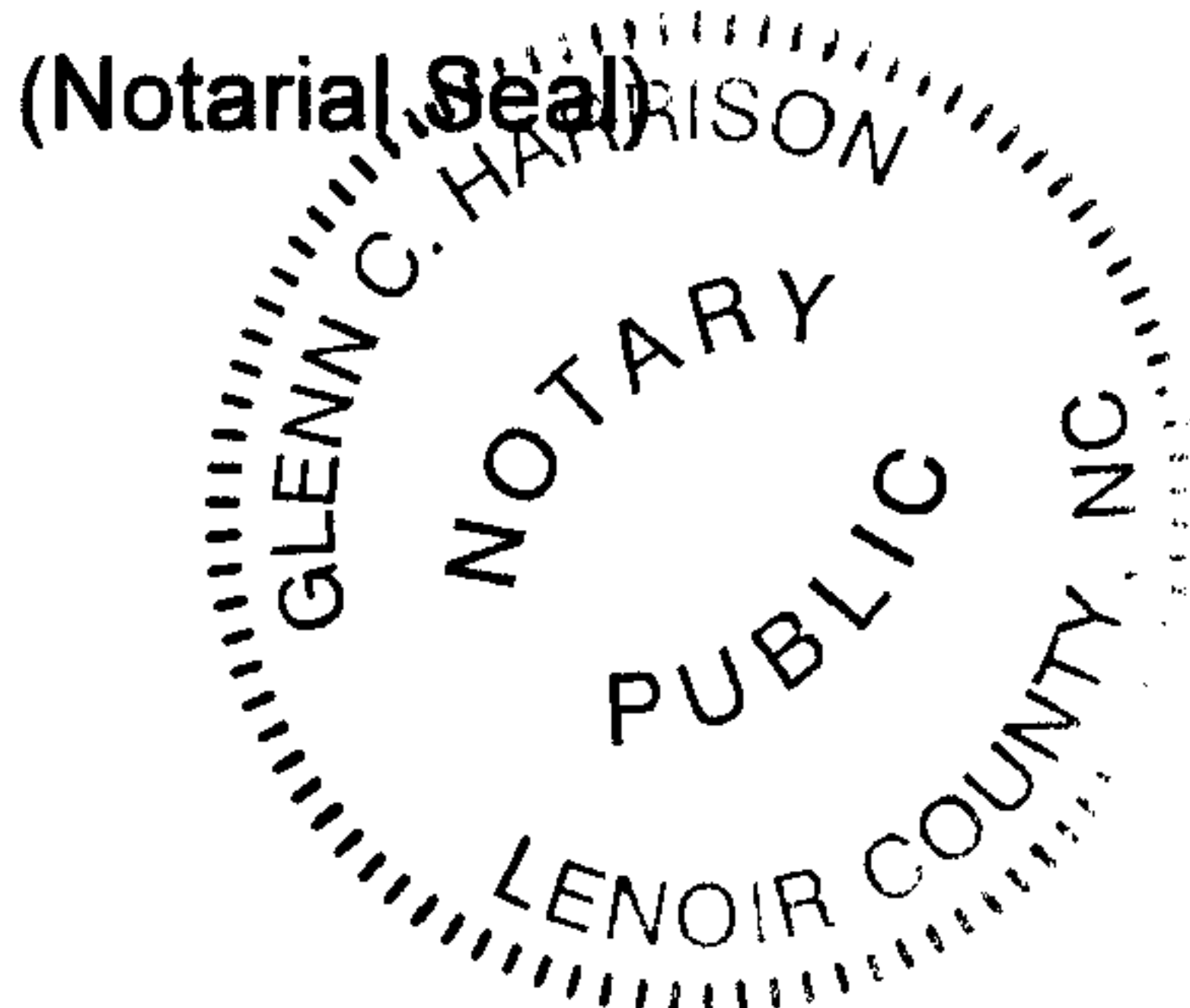
State of North Carolina

County of Wayne

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: Meredith Owen Godwin, Trustee of the SAMUEL E. GODWIN, GST EXEMPT TRUST, DATED 10/18/05.

Witness my hand and Notarial stamp or seal this 25th day of April, 2014.

My Commission Expires: 2-16-2015 , Notary Public





IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants Conditions and Restrictions of Queens Grant Townhouses as of the day and year first above written.

R & Q INCORPORATED

By: M. Craig Quinn
M. Craig Quinn, President

State of North Carolina

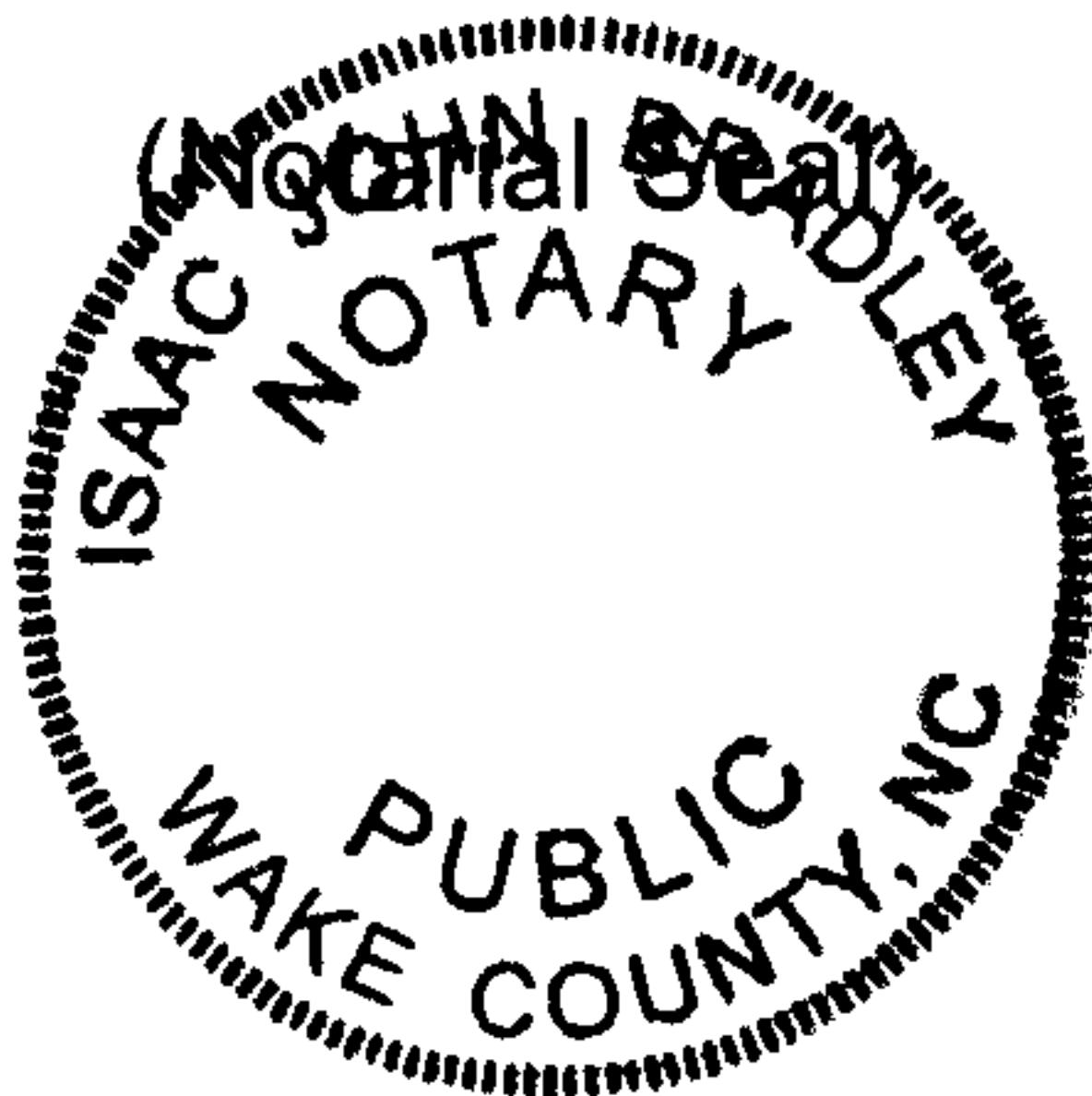
County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: M. Craig Quinn, President of R & Q INCORPORATED.

Witness my hand and Notarial stamp or seal this 30 day of April, 2014.

My Commission Expires: 8/9/2014

Isaac John Bradley
Isaac John Bradley, Notary Public



Prepared By & Return to:

Charles D. Meier, Marshall, Williams & Gorham, LLP
P.O. Drawer 2088, Wilmington, NC 28402



STATE OF NORTH CAROLINA
COUNTY OF PENDER

**THIRD AMENDMENT TO THE DECLARATION OF QUEENS GRANT
TOWNHOUSES**

This Third Amendment to the Declaration of Queens Grant Townhouses ("Amendment") is made and entered into as of this 29 day of November, 2017 by Queens Grant Townhouses, Inc., a North Carolina nonprofit corporation ("Association").

WITNESSETH:

A. The Association is the property owners' association charged with the responsibility for the operation of that certain real property known as Queens Grant Townhouses located in Pender County, North Carolina, and described in a Declaration recorded in Book 617, Page 153, a First Amendment recorded in Book 712, Page 34, and a Second Amendment recorded in Book 4407, Page 235, Pender County Registry ("Declaration"), including, but not limited to, the addition of real property subject to said Declaration, this Amendment being effective and applicable to all such additions.

B. Said Declaration provides in Article XII, Section 4 that the Declaration can be amended by an affirmative vote of not less than sixty seven per cent (67%) of the votes of the Members, Lot/Unit Owners.

C. The Amendment set forth below has been adopted by an affirmative vote of not less than sixty seven per cent (67%) of the votes of

the Owners in person, by proxy, or by ballot, and has otherwise been properly adopted and approved as required by the Declaration, Bylaws and Articles of Incorporation, as applicable. (Ballots attached)

D. That the President or Vice President of the Association has been duly authorized and empowered to execute this Amendment and to cause the same to be recorded in the Pender County Registry as the binding act of the Association, its Owners and Board of Directors.

Now therefore, in consideration of the recitals set forth above, and as the act and deed of the Association, its Owners and Board of Directors, the Declaration is hereby amended and modified as set forth below:

1. The property description on the first page of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

a. Being all of the property designated as Tract IIIA as shown on a map recorded in Map Book 57, Page 2, Pender County Registry, including all the platted lots and Common Areas, including but not limited to lots 1A-1F, 2A-2F, 3A-3D, 4A-4H, 5A-5H, 6A-6H, 7A-7F, 8A-8H and 9A-9F; and

b. Being all of the property designated as Tract IIIB as shown on a map recorded in Map Book 56, Page 8, Pender County Registry, including, but not limited to lots 10-33.

2. ARTICLE 1, DEFINITIONS, SECTION 1, is deleted in its entirety and the following inserted in lieu thereof:

SECTION 1. Association shall mean and refer to "Queens Grant Soundside Association", a North Carolina non-profit corporation, formerly known as "Queens Grant Townhouses, Inc."

3. ARTICLE 1, DEFINITIONS, SECTION 4, is deleted in its entirety and the following inserted in lieu thereof:

SECTION 4. Common Area shall mean and refer to all real property owned or to be owned by the Association for the common use and enjoyment of the Owners. The Common Areas owned or to be owned by the Association are described as follows:

a. "Common Area" as described in Article I, Section 4 of the Amendment to Declaration recorded in Book 712, Page 34, Pender County Registry; and

b. All of Tract IIIB, excluding the numbered lots, as shown on a Map recorded in Map Book 56, Page 8, Pender County Registry.

4. ARTICLE I, DEFINITIONS, SECTION 5, is deleted in its entirety, and inserting in lieu thereof the following:

SECTION 5 Lot. There shall be three (3) classes of lots as follows:

a. DUPLEXES: Duplexes shall mean and refer to lots 2A-2F, 3A-3D, 4A-4H, 5A-5H, 6A-6H, 7A-7F, and 9A-9F, as shown on a map recorded in Map Book 57, Page 2, Pender County Registry;

b. MULTIFAMILY UNITS: Multifamily Units shall mean and refer to lots 1A-1F and 8A-8H, as shown on a map recorded in Map Book 57, Page 2, Pender County Registry; and

c. SINGLE FAMILY LOTS: Single Family Lots shall mean and refer to lots 10-33, as shown on a map recorded in Map Book 56, Page 8, Pender County Registry.

Duplexes, Multifamily Units, and Single Family Lots may be referred to collectively in the Declaration as "Lot, lot, Lots or lots". Duplexes and Multifamily Units may be referred to collectively in the Declaration as "Townhouse, Townhouse Unit or Unit".

5. ARTICLE V, COVENANTS FOR MAINTENANCE ASSESSMENTS, SECTION 2. PURPOSE OF ASSESSMENTS, is deleted in its entirety and the following inserted in lieu thereof:

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, for the maintenance repair and replacements of the Common Areas, for the Exterior Maintenance of the Duplexes and Multifamily Units as set forth in ARTICLE IX, and for any other charges and expenses for matters or items required by the Declaration or Bylaws, including, but not limited to, insurance and professional fees. Assessments will differ between the Duplexes, Multifamily Units, and Single Family Lots, depending upon the services and benefits provided by the Association, in the discretion of the Board.

6. ARTICLE V, COVENANTS FOR MAINTENANCE ASSESSMENTS, SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS is deleted in its entirety and the following inserted in lieu thereof:

SECTION 4. SPECIAL ASSESSMENTS FOR 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 (though the Board may allow the special assessment to be paid over a period of time exceeding one year) for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair, replacement or improvement of an improvement upon the Common Area, including fixtures and personal property related thereto, provided any such special assessment shall be approved by two thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose, or by a ballot vote.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only (though the Board may allow the special assessment to be paid over a period of time exceeding one year) for the purpose of defraying in whole or in part the cost of any Exterior Maintenance of the Duplexes and/or Multifamily Units as set forth in ARTICLE IX, provided any such special assessment shall be approved by two thirds (2/3) of the votes of the Owners of a Duplex and/or Multifamily Unit, who are voting in person or by proxy at a meeting duly called for this purpose, or by a ballot vote.

7. ARTICLE V, COVENANTS FOR MAINTENANCE ASSESSMENTS, SECTION 5, INSURANCE is deleted in its entirety and the following inserted in lieu thereof:

SECTION 5, INSURANCE.

a. Availability. To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage, as a common expense in accordance with Section 47F-3-113 of the Planned Community Act and as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Lot Owners at their respective last known addresses.

b. Property and Casualty Insurance. The Association shall procure and maintain property and casualty insurance on the Duplexes and Multifamily Lots and on the Common Areas insuring against all risks of direct physical loss, including fire and extended coverage periods, for and in an amount equal to 100% of the replacement costs of all structures on the

Duplexes and Multifamily Units and on the Common Areas. **THE ASSOCIATION SHALL NOT PROCURE OR MAINTAIN PROPERTY OR CASUALTY INSURANCE FOR THE SINGLE FAMILY LOTS.**

c. Liability Insurance. The Association shall procure and maintain liability insurance in reasonable amounts covering all occurrences, commonly insured against for death, bodily injury, and property damage rising out of or in connection with the use, ownership, or maintenance of the Common Areas, Duplexes and Multifamily Units, and covering the Association, the Board of Directors, Officers, Duplex and Multifamily Unit Owners and all agents and employees of the Association. **THE ASSOCIATION SHALL NOT MAINTAIN OR PROCURE LIABILITY INSURANCE FOR THE SINGLE FAMILY LOTS.**

d. Policy Requirements. In accordance with Section 47F-3-113(c) of the Planned Community Act, the insurance policies carried in accordance with this Section must provide that:

1. Each Duplex and Multifamily Unit Owner is an insured person under the policy to the extent of the Lot owner's insurable interest;

2. The insurer waives its right of subrogation under the policy against any Duplex and Multifamily Unit Owner or members of the Duplex and Multifamily Unit Owner household;

3. No act or omission by any Duplex and Multifamily Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will preclude recovery under the policy; and

4. If, at the time of a loss under the policy, there is other insurance in the name of a Duplex and Multifamily Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, except as provided under paragraph h below.

e. Association as Trustee. All such insurance coverage shall be written in the name of the Association as trustee for itself, each of the Duplex and Multifamily Lot Owners, and the mortgagees of Duplex and Multifamily Lot Owners, if any. The proceeds from property and casualty insurance claims shall be payable to the Association as trustee for all Duplex and Multifamily Lot Owners and mortgagees of Duplex and Multifamily Lot Owners. It shall be the duty of the Board of Directors at least annually to conduct an insurance review to determine that the policies in force are adequate to meet the risks of the Association. Such a responsibility may be performed and shall be deemed reasonably performed by the Board

requesting the Association's insurance agent to verify insurance policies in existence to meet the needs of the Association. All insurance shall run to the benefit of the Association, the respective Duplex and Multifamily Lot Owner, and their respective mortgagees as their interests may appear. Policies may contain reasonable deductibles, the payment of which shall be controlled by paragraph g. below.

f. Other Insurance. The Board of Directors shall obtain as a common expense:

1. Worker's Compensation Insurance if and to the extent necessary to meet the requirements of North Carolina law;

2. Officers and Directors Liability Insurance in such amount as the Board may determine. Such insurance shall contain a cross liability endorsement; and

3. Such other insurance as the Board of Directors may determine to be necessary.

g. Flood Insurance. In addition to any flood insurance required to be maintained by the Association for the Common Areas, individual flood insurance coverage may be purchased by the Association for the Duplexes and/or Multifamily Units in such amounts as may be determined by the Board of Directors. The Association shall have an insurable interest in each Duplex and/or Multifamily Unit to the extent necessary to obtain such coverage, and all premiums, expenses and deductibles shall be charged to each Duplex and/or Multifamily Unit Owner as an assessment and collected accordingly.

h. Insurance Deductibles. Notwithstanding any other provisions of the Declaration or Bylaws, this paragraph h shall control and interpret who is liable for any deductible under any insurance policy purchased by the Board. The deductible, if any, on any insurance policy purchased by the Board shall be paid by the Association as a common expense in the event that the cause of any damage or destruction to any portion of the Duplex and/or Multifamily Unit originated in or through the Common Areas or an apparatus located within the Common Areas; provided, however, that the Board may assess any deductible amount necessitated by either the intentional act or omission, negligence, abuse, misuse or neglect of a Duplex and/or Multifamily Unit Owner, or his or her family, guest, tenant or the family or guest of said tenant, against such Duplex and/or Multifamily Unit Owner. In the event that the cause of any damage or destruction to any portion of the Duplex and/or Multifamily Unit originated in or through a

Duplex and/or Multifamily Unit or any component thereof, including, but not limited to, any water leak, discharge or overflow from a toilet, sink, shower, bathtub, water heater, ice maker, washer, pipe, appliance, aquarium, water bed, dishwasher, HVAC, window or door, then the Owner of said Duplex and/or Multifamily Unit Owner shall pay for all damages up to the amount of the deductible under the Association's insurance policy without regard to whether the Owner or his or her family, guest, tenant or the family or guest of said tenant was negligent, and without regard to whether the Board, in its sole and unconditional discretion, decides not to submit a claim to the insurance company. Nothing herein shall be deemed to require that the Association maintain, repair or replace any portion of the Duplex and/or Multifamily Unit that it is not otherwise required to maintain, repair or replace under the Declaration or the Bylaws. If an Owner fails to pay for all damages up to the amount of the deductible under the Association's insurance policy and the Association pays for any damages up to the amount of the deductible under the Association's insurance policy, then the costs paid by the Association shall be charged to the Owner as an assessment for which the Association shall have a lien.

8. ARTICLE V, COVENANTS FOR MAINTENANCE ASSESSMENTS, SECTION 6, DISTRIBUTION OF INSURANCE PROCEEDS, is deleted in its entirety and the following inserted in lieu thereof: in its entirety and inserting in lieu thereof the following:

SECTION 6. DAMAGE, DESTRUCTION AND REPAIR

Section 6.1 Duty to Repair. In the event that all or any part of the Common Areas or any Duplex and/or Multifamily Unit shall be damaged or destroyed, such Common Areas or any Duplex and/or Multifamily Unit shall be repaired or replaced and proceeds of insurance shall be used and applied in accordance with the provisions of Section 47F-3-113 of the Planned Community Act.

Section 6.2 Repair and Reconstruction. The Board of Directors or its duly authorized agents shall arrange for and supervise the prompt repair and restoration of the damage in accordance with the original plats and plans or reconstruction compatible with such plats and plans.

The procedure for repair and construction shall be as follows:

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Areas or any Duplex and/or Multifamily

Unit, the Association shall obtain reliable and detailed estimates of the cost of repairing and restoring any structures to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair of the Common Areas, as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against all of the Lot Owners. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair of the Duplexes and/or Multifamily Units, as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Duplex and/or Multifamily Unit Owners. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as decided by the Board of Directors.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Plans and specifications under which the structure(s) of the Planned Community was originally constructed.

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from Assessments against Lot Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section.

(e) Method of Disbursement. The construction fund shall be paid by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.

9. Section 8, UNIFORM RATE OF ASSESSMENT, is deleted in its entirety and the following inserted in lieu thereof: in its entirety and inserting in lieu thereof the following:

Section 8, UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate based upon the type of Lot. Duplexes shall pay a uniform rate, Multifamily Units shall pay a uniform rate, and Single Family Lots shall pay a uniform rate. Notwithstanding this Section, the Board in its discretion may require that:

- a) Any common expense associated with the maintenance, repair, or replacement of a Limited Common Area may be assessed against the Lots to which that Limited Common Area is assigned, equally, or in any other proportion that the Declaration provides;
- b) Any common expense or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefitted; and
- c) The costs of insurance may be assessed in proportion to risk and the costs of utilities shall be assessed in proportion to usage.

10. ARTICLE IX, EXTERIOR MAINTENANCE, is deleted in its entirety and the following inserted in lieu thereof: in its entirety and inserting in lieu thereof the following:

ARTICLE IX, EXTERIOR AND OWNER MAINTENANCE

Section 9.1 Association Maintenance. In addition to maintenance, repair or replacement upon the Common Areas, the Association shall maintain, repair and replace as a common expense the exterior of the Duplexes and/or Multifamily Units as follows:

(a) Exterior surfaces, as decided by the Board of Directors, in its sole discretion. Exterior surfaces shall not include any portion of the foundation of the Duplexes and/or Multifamily Units or any exterior surfaces not visible from outside of the Duplexes and/or Multifamily Units

(b) Siding.

(c) Soffits.

(d) Roofs and Roof shingles.

(e) Gutters and downspouts, including cleaning as decided by the Board of Directors in its sole discretion.

(f) Front Doors.

(g) Decks

Notwithstanding anything above that could be construed to the contrary, the Duplex and/or Multifamily Unit Owners shall have maintenance, repair and replacement responsibility for the following:

- (a) All glass surfaces (window panes, glass doors, etc.).
- (b) Windows and window systems, including screens.
- (c) Back or rear doors.
- (d) Exterior water faucets.
- (e) Driveways and Garage doors.
- (f) Exterior electrical outlets, wires or cables.
- (g) Entry doorbell.
- (h) HVAC.
- (i) Exterior Lights and fixtures.
- (j) Any Owner added improvements.
- (k) Limited Common Areas.
- (l) Any other portion of the Duplexes and/or Multifamily Units not specifically required to be maintained, repaired or replaced by the Association.

The Association shall be authorized to perform, after fifteen (15) days' written notice to a Lot Owner, any maintenance upon a Lot for which the Owner is responsible and to charge the Owner, as provided for assessments herein, with the actual costs of maintenance. In addition, if the need for maintenance, repair or replacement is caused by the willful or negligent act of the Owner, his/her family, guests, tenants or invitees, and is not covered by insurance purchased by the Association, the cost of such maintenance, repair or replacement shall be paid by the offending Owner and become part of the assessment of which the Lot is subject.

Section 9.2. Owner Maintenance. THE ASSOCIATION IS NOT PROVIDING ANY EXTERIOR OR OTHER MAINTANENCE TO THE SINGLE FAMILY LOTS. Every Lot Owner shall maintain, repair, and replace

at his/her expense all portions of his/her Lot which are not maintained by the Association as set forth above. Each Lot Owner shall maintain, repair, and replace, when necessary, his residence and any other permanent structures located on the Lot unless the Association or its insurance coverage is responsible for remedying any such damage. The Owners of the Single Family Lots shall maintain the Lot, residence on the Lot and other permanent structures located on the Lot in good repair and condition, as determined by the Board. All damages to the Common Areas willfully or negligently caused by a Lot Owner, his/her family, guests, tenants or invitees, shall be repaired promptly by such Lot Owner, except to the extent such damage is covered by hazard insurance required to be maintained by the Association, in which case the Association waives its right of indemnity to the extent of funds received and paid pursuant to said insurance policy. If the Lot Owner defaults in his obligations herein and if any such default is not cured by him within fifteen (15) days from written demand by the Association, the same may be cured by the Association and the cost thereof shall be assessed against the Lot owned by the subject Lot Owner. The Owners shall be responsible for maintenance and repair to all utilities and services to the Lots, except to the extent such maintenance and repair is provided by a public or private utility.

11. By adding the following Section 9 to ARTICLE X, USE RESTRICTIONS:

SECTION 9. STATE STORMWATER PERMIT. In order to comply with the provisions of 15A NCAC 02H.1045 and 15 NCAC 2H.100, and State Stormwater Permit Number SW8 071111, the Properties must comply with the following "built upon" surface areas regulations:

1. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 071111, as may be modified, as issued by the Division of Energy, Mineral and Land Resources under the Stormwater Management Regulations.
2. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
3. These covenants are to run with the land and be binding on all persons and parties claiming under them.

4. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.

5. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.

6. The maximum allowable built upon area is shown on Exhibit A attached hereto and incorporated hereon by reference.

This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right of way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

7. All runoff from the built-upon areas on the lot must drain into the permitted system. This may be accomplished through a variety of means including roof drain gutters which drain to the street, grading the lot to drain toward the street, or grading perimeter swales to collect the lot runoff and directing them into a component of the stormwater collection system. Lots that will naturally drain into the system are not required to provide these additional measures.

8. The owner of each lot, whose ownership is not retained by the permittee, is required to submit a separate stormwater permit application to the Division of Energy, Mineral and Land Resources and receive a permit prior to construction.

9. The project and each lot will maintain a 50 foot wide vegetated buffer between all impervious areas and surface waters.

12. By adding the following Section 10 to ARTICLE X, USE RESTRICTIONS:

SECTION 10. STATE WATER QUALITY PERMIT. In order to comply with the provisions of State Water Quality Permit Number WQ 0036782, the Duplexes, Multifamily Units, and Single Family Lots must comply with the maximum number of bedrooms limitation as set forth in Exhibit B attached hereto and incorporated herein by reference.

END OF AMENDMENTS

Except as amended, the Declaration, as may have been previously amended, shall remain in full force and effect.

The undersigned, being the _____ President of the Association, does, by his/her execution hereof, certify that this Amendment was duly adopted by an affirmative vote of at least sixty seven per cent (67%) of the votes of the Members of the Association in person, by proxy, or by ballot, was duly adopted by a vote of the Board of Directors (if required), and that all the procedures, steps and requirements necessary to amend said Declaration have been complied with, the day and year first above written.

Queens Grant Townhouses, Inc.

By: _____

MARTIN B. JARVIS, President

=====

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Gina L. Gilb, notary public, do hereby certify that Martin B Jarvis Jr (name of officer), personally appeared before me this day and acknowledged that he/she is President (title of officer) of the Association and that he/she, being authorized to do so, executed the foregoing on behalf of the Association.

Witness my hand and official seal this the 29th day of November, 2017.

(Notary Seal)

GINA L. GILB

Notary Public

New Hanover Co., North Carolina

My Commission Expires May 13, 2022

Gina L. Gilb

Notary Public

My Commission Expires: 05/13/2022

EXHIBIT A TO THIRD AMENDMENT TO DEC. QUEENS GRANT TOWNHOUSES

		PROPOSED BUA (SF)
Building/Unit	DA	
Bld A Unit 7	1	1,278.0
Bld A Unit 8	1	1,278.0
Bld B Unit 9	1	1,278.0
Bld B Unit 10	1	1,278.0
Total SF	1	5,112.0
Bld C Unit 11	2	1,299.0
Bld C Unit 12	2	1,299.0
Bld D Unit 13	2	1,355.0
Bld D Unit 14	2	1,360.0
Streets	2	340.0
Total SF	2	5,653.0
Bld E Unit 15	3	1,343.0
Bld E Unit 16	3	1,343.0
Bld F Unit 17	3	1,352.0
Bld F Unit 18	3	1,325.0
roads	3	3,269.0
Total SF	3	8,632.0
Bld G Unit 19	4	1,305.0
Bld G Unit 20	4	1,272.0
Bld H Unit 21	4	1,278.0
Bld H Unit 22	4	1,268.0
road	4	3,977.0
Total SF	4	9,100.0
Bld I Unit 23	5	1,427.0
Bld I Unit 24	5	1,330.0
Bld J Unit 25	5	1,274.5
Bld J Unit 26	5	1,274.5
Total SF	5	5,306.0
Bld K Unit 27	6	1,323.0
Bld K Unit 28	6	1,322.0
Bld L Unit 29	6	1,348.5
Bld L Unit 30	6	1,348.5
Total SF	6	5,342.0

Building/Unit	DA	PROPOSED
		BUA (SF)
Bld M Unit 39	7	1,350.0
Bld M Unit 40	7	1,350.0
Bld N Unit 41	7	1,350.0
Bld N Unit 42	7	1,351.0
Total SF	7	5,401.0
rec bldgs	8	1,344.0
rec sports	8	2,410.0
rec parking	8	1,652.0
roads	8	9,342.0
Total SF	8	14,748.0
Unit 43	9	1,921.0
Unit 44	9	1,344.0
Unit 45	9	1,344.0
Unit 46	9	1,344.0
Unit 47	9	1,344.0
Unit 48	9	1,344.0
Unit 49	9	1,344.0
roads	9	7,671.0
Total SF	9	17,656.0
Unit 50	10	1,582.5
Unit 51	10	1,582.5
Unit 52	10	1,582.5
Unit 53	10	1,337.0
Unit 54	10	1,337.0
Unit 55	10	1,582.5
Unit 56	10	1,556.0
roads	10	8,458.0
Total SF	10	19,018.0

		PROPOSED BUA (SF)
Building/Unit	DA	
Unit 57	11	1,940.0
Unit 58	11	1,940.0
Unit 59	11	1,940.0
Unit 60	11	1,610.0
Unit 61	11	1,880.0
Unit 62	11	1,940.0
Unit 63	11	1,893.0
Unit 64	11	1,610.0
Unit 65	11	2,021.0
Unit 66	11	1,940.0
roads	11	23,507.0
Pumpstation bld	11	1,010.0
Pumpstation pkg	11	909.0
Total SF	11	44,140.0

		PROPOSED BUA (SF)
Building/Unit	DA	
Boat Parking	12	6,443.0

EXHIBIT B TO THIRD AMENDMENT TO DEC. QUEENS GRANT TOWNHOUSES

NCDEQ Permit Number WQ 0036782 Modified June 8, 2017

For the Third Amendment of the Queens Grant Declaration of Queens Grant Townhouses

Tower Court		Observation Lane		Bumblebee	
Lot:	Bedroom:	Lot:	Bedroom:	Lot:	Bedroom:
1A	3	920	5	900	3
1B	3	922	3	902	3
1C	2	924	3	904	3
1D	2	926	3	906	3
1E	3	928	3	908	3
1F	3	930	3	910	5
2A	3	932	3	912	4
2B	3	934	3	914	3
2C	3	936	3	916	4
2D	3	938	3	918	3
3A	3	940	3	Total	34
3B	3	942	3		
3C	3	944	3		
3D	3	946	4		
4A	3	total	45		
4B	3				
4C	3				
4D	3				
5A	3				
5B	3				
5C	3				
5D	3				
6A	3				
6B	3				
6C	3				
6D	3				
7A	3				
7B	3				
7C	3				
7D	3				
8A	3				
8B	3				
8C	3				
8D	3				
8E	2				
8F	2				
8G	3				
8H	3				
9A	3				
9B	3				
9C	3				
9D	3				
Total	122				

Exhibit B

Total Bedrooms permitted in Queens grant Town Homes: 201

Last Name	First Name	Last Name_7	Co-Res First Name	Address 1	Vote
	RSZ Farming, LLC			956 Tower Ct, Unit 8G	Yes
Anglin	Jody			962A Tower Ct, Unit 7A	
Ball	Eugene	Ball	Peggy	961B Tower Ct Unit 3D	
Bell	Joe			956 Tower Ct, Unit 8F	
Beroth	Linda	Beroth	Thomas	910 Bumble Bee Ln	Yes
Beroth	Linda	Beroth	Thomas	953 Tower Ct, Unit 1B	yes
Brown	Matthew			926 Observation Ln	
Court A, LLC	965 Tower			965A Tower Ct, Unit 4C	Yes
Development, Inc.	Flyod			914 Bumble Bee Ln	
Rizzo	Dan			916 Bumble Bee Ln	Yes
Dickinson	Carter	Dickinson	Sallie	966A Tower Ct, Unit 6A	Yes
Draughon	Stan	Draughon	Kaywood	906 Bumble Bee Ln	
Draughon	Stan	Draughon	Kaywood	908 Bumble Bee Ln	
Exempt Trust	Godwin Samuel E GST			956 Tower Ct, Unit 8H	Yes
Goldbach	Norman	Goldbach	Elizabeth	960A Tower Ct, Unit 7C	
Group, LLC	Edge Development			944 Observation Ln	
Harris	Austin	Harris	Stephanie	946 Observation Ln	Yes
Haskin	F. Jay	Haskin	Cindy	940 Observation Ln	Yes
Investments, LLC	FMR			912 Bumble Bee Ln	Yes
Jarvis	Martin	Jarvis	Judith	956 Tower Ct, Unit 8B	Yes
Keenan	Candice			960B Tower Ct, Unit 7D	Yes
Lanier	Stephen	Lanier	Kristie	966B Tower Ct Unit 6B	Yes
LLC	SJEB			959B Tower Ct Unit 3B	
Malechuk	Daniel	Malechuk	Alana	969A Tower Ct, Unit 5A	Yes
Malechuk	Daniel	Malechuk	Alana	969B Tower Ct, Unit 5B	Yes
McLean	Bill			961A Tower Ct, Unit 3C	Yes
Meredith	William	Meredith	Barbara	968B Tower Ct, Unit 5D	
Moore	David	Moore	Bonnie	953 Tower Ct, Unit 1C	Yes
Neely	Joe	Neely	Gwen	953 Tower Ct, Unit 1A	Yes
Wilder	Aldridge			964A Tower Ct, Unit 6C	
Norris	Matthew			920 Observation Ln	Yes
Payne	Stephen	Braswell	Theresa	965B Tower Ct, Unit 4D	Yes
Perry	Kevin	Perry	Kristine	924 Observation Ln	Yes
Pilli	John	Sansing	Sherry	968A Tower Ct, Unit 5C	
Pope	Graham			956 Tower Ct, Unit 8E	
QGD8 Trust	Trustees of the			956 Tower Ct, Unit 8D	Yes
Schoolcraft	Joya	Schoolcraft	Bobby	953 Tower Ct, Unit 1F	Yes
Sholar	Darren	Sholar	Frances	953 Tower Ct, Unit 1D	
Slovenski	Sean (AD)	Slovenski	Alisa (AD)	942 Observation Ln	Yes
Sutton	William	Sutton	Karen	913 Bumble Bee Ln	Yes
Sutton	William	Sutton	Karen	956 Tower Ct, Unit 8A	Yes
Waggoner	William			959A Tower Ct Unit 3A	
Williams	Faye			953 Tower Ct, Unit 1E	Yes
Williams, Sr	James	Williams	Frances	956 Tower Ct, Unit 8C	Yes
Wolfe	William (*AD)	Wolfe	Brenda	962B Tower Ct, Unit 7B	
	Circle Q Equity, Inc			911 Bumble Bee Ln	Yes
	Circle Q Equity, Inc			909 Bumble Bee Ln	Yes
	Circle Q Equity, Inc			922 Observation Ln	Yes
	Circle Q Equity, Inc			928 Observation Ln	Yes
	Circle Q Equity, Inc			934 Observation Ln	Yes
	Circle Q Equity, Inc			936 Observation Ln	Yes
	Circle Q Equity, Inc			938 Observation Ln	Yes
	Circle Q Equity, Inc			952A Tower Ct, Unit 9C	Yes
	Circle Q Equity, Inc			952B Tower Ct, Unit 9D	Yes
	Circle Q Equity, Inc			954A Tower Ct, Unit 9A	Yes
	Circle Q Equity, Inc			954B Tower Ct, Unit 9B	Yes
	Circle Q Equity, Inc			955A Tower Ct, Unit 2A	Yes
	Circle Q Equity, Inc			955B Tower Ct, Unit 2B	Yes
	Circle Q Equity, Inc			957A Tower Ct, Unit 2C	Yes
	Circle Q Equity, Inc			957B Tower Ct, Unit 2D	Yes
	Circle Q Equity, Inc			963A Tower Ct, Unit 4A	Yes
	Circle Q Equity, Inc			963B Tower Ct, Unit 4B	Yes
	Circle Q Equity, Inc			964B Tower Ct, Unit 6D	Yes

Pierce Development
Pierce Development
Pierce Development

918 Bumble Bee Ln
930 Observation Ln
932 Observation Ln

46
69.7%

BALLOT

Queens Grant Townhouses, Inc.

PLEASE MARK THE BALLOT IN THE PLACES INDICATED. PLEASE SIGN AND DATE THE BALLOT AND PRINT YOUR NAME AND PROPERTY ADDRESS.

PLEASE MARK WITH AN "X" TO INDICATE YOUR VOTE. YOUR BALLOT MUST BE RETURNED TO THE ASSOCIATION NO LATER THAN OCTOBER 29, 2017. IN THE DISCRETION OF THE BOARD THIS DATE MAY BE EXTENDED FOR UP TO 30 DAYS.

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This the _____ day of _____, 2017.

Bonnie Moore

Owner Signature
Bonnie Moore

Print Name

Owner Signature

Print Name

Property Address(es)

1C

DO NOT INDEX
BALLOT SIGNATURES



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This the 15 day of November, 2017.

Abee Williams
Owner Signature

Holli Williams
Print Name

RFW
Owner Signature

RFW Williams Jr.
Print Name

Property Address(es)
1 E Tower Court

Comments

? Write a comment

Post a comment to start a discussion.
@Mention someone to notify them.

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This the 17th day of OCTOBER, 2017:

[Signature]
Owner Signature
FRANK E. WILLIAMS
Print Name
FRANK E. WILLIAMS
Owner Signature
FRANK E. WILLIAMS
Print Name

Property Address(es)
109 N. BREAZER AVE
MOORE OAK, NC 28361
UNIT 8C - QUEENS GRANT

Comments

 Write a comment

Post a comment to start a discussion.
@Mention someone to notify them.

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This the 25th day of October, 2017.



 Owner Signature
Robin J. Walston

 Print Name

 Owner Signature

 Print Name

 Property Address(es)
956 Tower Ct, Unit 84

**BALLOT****Queens Grant Townhouses, Inc.**

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This the 6 day of November, 2017

Owner Signature

PAM OWEN Godwin
Print Name

Owner Signature

Print Name

Property Address(es)

OH TOWER COURT

BALLOT**Queens Grant Townhouses, Inc.**

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This the 17 day of Nov, 2017.

William Sutton
Owner Signature

William Sutton
Print Name

Karen Sutton
Owner Signature

Karen Sutton
Print Name

Property Address(es)

Lot 26 + 8A

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This the 4 day of NOV., 2017.

Linda Beroth

Owner Signature

Linda Beroth

Print Name

Thomas Beroth

Owner Signature

Thomas Beroth

Print Name

Property Address(es)

953 Tower Ct. Unit 1B

Topsail Beach, NC

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This the 4 day of November, 2017.

Linda Beroth

Owner Signature

Linda Beroth

Print Name

Thomas Beroth

Owner Signature

Thomas Beroth

Print Name

Property Address(es)

910 Bumblebee Lane, Topsail Beach

BALLOT

Queens Grant Townhouses, Inc.

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This the 7 day of NOV., 2017.

FMR Investments LLC by [Signature]
Owner Signature
Frank Floyd
Print Name

Owner Signature

Print Name

Property Address(es)
912 Bumblee Lane

Jake Davis

Bk 4655
Pg 2299

RECEIVED

OCT 28 2017

BY:

BALLOT

Queens Grant Townhouses, Inc.

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This the 16 day of October, 2017.

[Signature]
Owner Signature

Dan Rizzo
Print Name

[Signature]
Owner Signature

Judy Rizzo
Print Name

Property Address(es)

916 Bumble Bee Lane
Topsail Beach, NC 28445

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This the 1st day of November, 2017.

[Signature]
Owner Signature

Matthew H. Norris
Print Name

[Signature]
Owner Signature

SARA MORGAN NORRIS
Print Name

Property Address(es)

920 Observation Lane

BALLOT

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This the 16th day of October, 2017

Kristine Perry
Owner Signature

Kristine Perry
Print Name

Kevin Perry
Owner Signature

Kevin Perry
Print Name

Property Address(es)

924 Observation Ln



BALLOT

Queens Grant Townhouses, Inc.

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This the 13 day of NOVEMBER, 2017.

F. Jay Haskin
Owner Signature

F. Jay Haskin
Print Name

Cindy W. Haskin
Owner Signature

CINDY W. HASKIN
Print Name

Property Address(es)

940 OBSERVATION LANE

TOPSAIL ISLAND, NC 28445



BALLOT

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This the 10 day of November, 2017.

Owner Signature

Print Name

Owner Signature

Print Name

Property Address(es)

942 observation lane

BALLOT

Queens Grant Townhouses, Inc.

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This the 16th day of Oct, 2017

Owner Signature

Print Name

Owner Signature

Print Name

Property Address(es)

946 Observation Ln

BALLOT

Queens Grant Townhouses, Inc.

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This the 19 day of Oct, 2017.

[Signature]
Owner Signature

Joyce Schoolcraft
Print Name

[Signature]
Owner Signature

Bobby Schoolcraft
Print Name

Property Address(es)

953 1F Tower Ct Queens Grant

Topsail Island, NC 28445

BALLOT

Queens Grant Townhouses, Inc.

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This the _____ day of _____, 2017.

Joe M. Neely
Owner Signature

Joe M. Neely
Print Name

Gwen B. Neely
Owner Signature

Gwen B. Neely
Print Name

Property Address(es)

953 A Tower Court

Topsail Beach, NC

BALLOT

Queens Grant Townhouses, Inc.

PLEASE MARK THE BALLOT IN THE PLACES INDICATED. PLEASE SIGN AND DATE THE BALLOT AND PRINT YOUR NAME AND PROPERTY ADDRESS.

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☒ For the adoption of the "Third Amendment to the Declaration of Queens Grant Townhouses", "First Amendment to the Bylaws of Queens Grant Townhouses" and "Articles of Amendment" to the Articles of Incorporation changing the name of the corporation to "Queens Grant Soundside Association" attached hereto.

☐ Against the adoption of the "Third Amendment to the Declaration of Queens Grant Townhouses", "First Amendment to the Bylaws of Queens Grant Townhouses" and "Articles of Amendment" to the Articles of Incorporation changing the name of the corporation to "Queens Grant Soundside Association" attached hereto

This the 7 day of OCTOBER, 2017.

Ann Cunliff Polster
Owner Signature

ANN CUNLIFF POLSTER
Print Name

Carl C. Polster
Owner Signature

CARL C. POLSTER
Print Name

Property Address(es)

956 TOWER COURT 8D

BALLOT

Queens Grant Townhouses, Inc.

PLEASE MARK THE BALLOT IN THE PLACES INDICATED. PLEASE SIGN AND DATE THE BALLOT AND PRINT YOUR NAME AND PROPERTY ADDRESS.

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This the 25 day of OCT, 2017.

Martin B. Jarvis, Jr.
Owner Signature

MARTIN B. JARVIS, JR.
Print Name

Judith R. Jarvis
Owner Signature

Judith R. Jarvis
Print Name

Property Address(es)

956 8-B Tower Court

TOPSAIL BENCH, N.L. 28445

BALLOT

Queens Grant Townhouses, Inc.

PLEASE MARK THE BALLOT IN THE PLACES INDICATED. PLEASE SIGN AND DATE THE BALLOT AND PRINT YOUR NAME AND PROPERTY ADDRESS.

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This the 12 day of October, 2017.



Owner Signature

William S. McLean

Print Name

Owner Signature

Print Name

Property Address(es)

961-A Tower Court Topsail Beach, NC 28585

BALLOT

Queens Grant Townhouses, Inc.

PLEASE MARK THE BALLOT IN THE PLACES INDICATED. PLEASE SIGN AND DATE THE BALLOT AND PRINT YOUR NAME AND PROPERTY ADDRESS.

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This the 13 day of NOVEMBER, 2017.

Owner Signature

BRUCE CARRAN

Print Name

Owner Signature

Print Name

Property Address(es)

965A TOWN COURT

BALLOT

Queens Grant Townhouses, Inc.

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This the 8TH day of OCTOBER, 2017.

Stephen P. Payne
Owner Signature

STEPHEN P. PAYNE
Print Name

Theresa Braswell
Owner Signature

THERESA BRASWELL
Print Name

Property Address(es)

965 B TOWER COURT

BALLOT

Queens Grant Townhouses, Inc.

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PLEASE MARK WITH AN "X" TO INDICATE YOUR VOTE. YOUR BALLOT MUST BE RETURNED TO THE ASSOCIATION NO LATER THAN OCTOBER 22, 2017. IN THE DISCRETION OF THE BOARD THIS DATE MAY BE EXTENDED FOR UP TO 30 DAYS.

☒ For the adoption of the "Third Amendment to the Declaration of Queens Grant Townhouses", "First Amendment to the Bylaws of Queens Grant Townhouses" and "Articles of Amendment" to the Articles of Incorporation changing the name of the corporation to "Queens Grant Townhouse Association" attached hereto.

☐ Against the adoption of the "Third Amendment to the Declaration of Queens Grant Townhouses", "First Amendment to the Bylaws of Queens Grant Townhouses" and "Articles of Amendment" to the Articles of Incorporation changing the name of the corporation to "Queens Grant Townhouse Association" attached hereto.

Dated the 22 day of October, 2017.

[Signature]
Owner Signature
JOHN P. KELLY
Print Name
JOHN P. KELLY
Owner Signature
JOHN P. KELLY
Print Name
JOHN P. KELLY
Property Address(es)
2001 15th St - Apt 1

BALLOT

Queens Grant Townhouses, Inc.

PLEASE MARK THE BALLOT IN THE PLACES INDICATED. PLEASE SIGN AND DATE THE BALLOT AND PRINT YOUR NAME AND PROPERTY ADDRESS.

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This the 13th day of November, 2017.

Kristie R. Lanier
Owner Signature

Kristie R. Lanier
Print Name

Stephen L. Lanier
Owner Signature

Stephen L. Lanier
Print Name

Property Address(es)

9668 Tower Ct

Topsail Beach, NC 28445

BALLOT

Queens Grant Townhouses, Inc.

PLEASE MARK THE BALLOT IN THE PLACES INDICATED. PLEASE SIGN AND DATE THE BALLOT AND PRINT YOUR NAME AND PROPERTY ADDRESS.

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This the 21st day of October, 2017.


Owner Signature

Daniel Malechuk

Print Name

Daniel

Owner Signature

Ahna Malechuk

Print Name

Property Address(es)

969A Tower Ct.

Topsail Beach, NC 28445

BALLOT

Queens Grant Townhouses, Inc.

PLEASE MARK THE BALLOT IN THE PLACES INDICATED. PLEASE SIGN AND DATE THE BALLOT AND PRINT YOUR NAME AND PROPERTY ADDRESS.

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This the 21st day of October, 2017.


Owner Signature

Daniel Malechuk

Print Name

Almaes

Owner Signature

Alana Malechuk

Print Name

Property Address(es)

9169 B Tower Ct.

Topsail Beach, NC 28445

BALLOT

Queens Grant Townhouses, Inc.

PLEASE MARK THE BALLOT IN THE PLACES INDICATED. PLEASE SIGN AND DATE THE BALLOT AND PRINT YOUR NAME AND PROPERTY ADDRESS.

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☐ Against the adoption of the "Third Amendment to the Declaration of Queens Grant Townhouses" and "Articles of Amendment" to the Articles of Incorporation, changing the name of the corporation to "Queens Grant Soundside Association" attached hereto.

This the 4 day of October, 2017.


Owner Signature

Kim Quinn, President
Print Name

Circle K, Equity, Inc

Owner Signature

Print Name

Property Address(es)

See Exhibit 1 attached,
dated 10.3.17


Exhibit 1 for the Queens Grant Townhouses, Inc Ballot regarding the 3rd Amendment to the Declaration

Property Address (es): 18

Bumble Bee 909/911

Observation 922/928/934/936/938

Tower Ct 964B/954A/954B/952C/952D/955A/955B/957A/957B/963A/963B

Kim Quinn, President 

Circle Q Equity, Inc. 10/3/17

BALLOT

Queens Grant Townhouses, Inc.

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This the 28 day of October, 2017.

Candice Keenan
Owner Signature

Candice Keenan
Print Name

Owner Signature

Print Name

Property Address(es)

960 B Tower Court
