

COVER PAGE

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
GARLANDSHORES OWNERS
ASSOCIATION**

ONLOW COUNTY, NORTH CAROLINA

PREPARED BY: STARLING LAW FIRM, PLLC.

Submitted electronically by "Starling Law Firm, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Onslow County Register of Deeds.

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

Prepared By: Starling,
Rodriguez & Associates,
PLLC.

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR GARLAND SHORES
OWNERS ASSOCIATION
A Non-Profit Corporation

THIS AMENDMENT (hereinafter "Amendment") TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter "Covenants") FOR GARLAND SHORES OWNERS ASSOCIATION, made and entered into this the 29 day of JUNE, 2023, by and between the Board of Directors, and Garland Shores Owners Association.

WITNESSETH:

WHEREAS, restrictive and protective covenants entitled "Declaration of Covenants, Conditions and Restrictions for Garland Shores" were recorded in Book 4184, Page 143, Onslow County Registry. Amendments were recorded in the following: Book 4392, Page 68, Onslow County Registry; Book 4559, Page 916, Onslow County Registry; Book 4641, Page 734, Onslow County Registry; Book 5038, Page 230, Onslow County Registry; Book 5257, Page 538, Onslow County Registry; Book 5320, Page 468, Onslow County Registry; Book 5359, Page 962, Onslow County Registry; Book 5574, Page 763, Onslow County Registry; and Book 5617, Page 819, Onslow County Registry.

WHEREAS, Article 16, Section 16.2(b) of the Covenants for the Garland Shores Owners Association provides that the Covenants may be altered or amended only by the affirmative vote to written consent, or any combination thereof, of Owners representing sixty-seven (67%) of the total votes in the Association.

WHEREAS, Article 1, Sections 1.9, 1.10, 1.14, 1.16, Article 2, Section 2.1 and Article 5, Section 5.1 of the Covenants for the Garland Shores Owners Association define the off-site septic (hereinafter "Septic Area") shown as "Common Area – Septic Site" on the plat book recorded in Book 64, Page 184, Onslow County Registry, and in Book 79, Page 224, Onslow County Registry, as a Common Element and the responsibility of the Association. The Parties intend to amend or alter the

aforementioned Articles to alter the responsibility and duties for the Septic Area to those specific owners which are utilizing and benefiting from the Septic Area; and

WHEREAS, the Declarant does not maintain control of the Association; and

WHEREAS, this Amendment was voted on at a duly called meeting by the Members, and was approved by vote of at least Sixty -Seven Percent (67%) of the Members;

NOW, THEREFORE, for and in consideration of the premises, the undersigned current duly elected Board of Directors hereby amends the Covenants recorded in Book 4184, Page 143-191 in the office of the Register of Deeds of Onslow County in the following respects:

1. Article 1, Section 1.9 of said Covenants is hereby amended and replaced with the following paragraph:

“Common Elements” or “Common Areas”: All real and personal property in which the Garland Shores Association now or hereafter owns, leases or otherwise holds possessory or use rights for the common use and enjoyment of the Owners, including easements held by the Association for those purposes. The terms shall include, without limitation, any Recreational Facilities (if constructed by Declarant and transferred to the Association as provided in Section 2.2 herein), and any drives, roads, cul-de-sacs, and buffers transferred by the Declarant to the Association. The term shall also include any all permits and other such intangible property held by the Association for the common use and benefit of the Owners. **The Septic Area, referenced on Map Book 64, Page 184, Onslow County Registry, and Map Book 79, Page 224, Onslow County Registry, is specifically excluded as a Common Element or Common Area.**

Notwithstanding this definition, Section 47F-3-112 of the Act, which requires certain membership approval and certain procedures to convey portions of common elements, shall apply only to those portions of the Common Elements included in real estate owned or leased by the Association other than Lots.

2. Article 1, Section 1.10 of said Covenants is hereby amended and replaced

with the following paragraph:

“Limited Common Elements”: A portion of Garland Shores Common Elements allocated by this Declaration or by operation of law for the exclusive use of one (1) or more but fewer than all of the Lots, if any. The Limited Common Elements may also be shown on any Recorded Plat. **The Septic Area, referenced on Map Book 64, Page 184, Onslow County Registry, and Map Book 79, Page 224, Onslow County Registry, is specifically excluded as a Limited Common Element.**

3. Article 1, Section 1.14 of said Covenants is hereby amended and replaced with the following paragraph:

“Common Expenses”: Any and all expenditures made by or financial liabilities or obligations of the Association, together with any allocations to reserves. **The cost of the maintenance, repair and/or upkeep of the Septic Area, referenced on Map Book 64, Page 184, Onslow County Registry, and Map Book 79, Page 224, Onslow County Registry, is specifically excluded as a Common Expense. These costs will be paid by the Association on behalf of the responsible homeowners, defined herein, and allocated accordingly as a future special assessment.**

4. Article 1, Section 1.16 of said Covenants is hereby amended and replaced with the following paragraph:

“Covenant to Share Costs”: Any declaration of easements and covenant to share costs executed by Declarant and recorded in the Register of Deeds that creates easements for the benefit of the Association and the present and future owners of the real property subject to the Declaration and that obligates the Association and such owners to share the costs of maintaining certain property described therein. **The cost of the maintenance, repair and/or upkeep of the Septic Area, referenced on Map Book 64, Page 184, Onslow County Registry, and Map Book 79, Page 224, Onslow County Registry, is specifically excluded as a Shared Cost of the Association.**

5. Article 2, Section 2.1 of said Covenants is hereby amended and replaced with the following paragraph:

“The Common Elements”: Every Owner shall have a right and nonexclusive easement, in common with all other Owners, of use, access, and enjoyment in and to the Common Elements, subject to:

- (a) The Association Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) All applicable provisions of the Act;
- (d) The right of the Declarant and Board to adopt rules, regulations or policies regulating the use and enjoyment of the Common Elements as described in Section 11.2 herein, including rules restricting use of Recreation Facilities (as hereinafter defined) within the Common Elements to Owners, their families, lessees and guests, and rules limiting the number of occupants and guests who may use the Common Elements;
- (e) The right of the Declarant or the Association to dedicate or transfer all or any part of the Common Elements to governmental entities pursuant to Section 4.3;
- (f) The right of the Association to impose reasonable membership requirements and charge reasonable membership, admission, or other fees for the use of any Recreational Facility (if constructed) or other improvements situated upon the Common Elements;
- (g) The right of the Association to permit use of any Recreational facilities (if constructed) situated on the Common Elements by Persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;
- (h) The right of the Association to suspend the privilege of an Owner to use Recreational Facilities, if any are constructed within the Common Elements;
- (i) The right of the Association to rent or lease Recreational Facilities within the Common Elements (if any are constructed) on a short-term basis to any Owner for the exclusive use of such Owner and such Owner's family and guests.
- (j) The right of the Declarant and the Association to create, enter agreements with, grant easements to and transfer portions of the Common Elements to tax-exempt organizations under Section 4.8;
- (k) The Septic Area, referenced on Map Book 64, Page 184, Onslow County Registry, and Map Book 79, Page 224, Onslow County Registry,**

is specifically excluded as a Common Element and is not for the use and enjoyment of all owners, unless stated herein.

6. Article 5, Section 5.1 of said Covenants is hereby amended and replaced with the following paragraph:

The Association's Responsibilities.

(a) The Common Elements. The Association shall provide Upkeep for the Common Elements, which may include without limitation:

(i) All Common Elements, all improvements upon the Common Elements;

(ii) All septic systems located upon the Common Elements, to include, but not limited to, pumps, grinders, drain fields, electrical systems associated with the above, and any electrical fees associated with said systems; **The Association will provide the upfront cost and responsibility of the upkeep and repair of the septic systems defined herein; however, that cost is not the responsibility of the Association, and those costs will be allocated to the owners defined herein, by future special assessments.**

(iii) All landscaping, parks, signage, structures, and improvements situated upon the Common Elements;

(iv) All private roads and streets including any asphalt repairs thereto, situated upon the Common Elements;

(v) Any walls and fences constructed by Declarant on any Lots which serve as perimeter walls and fences for the Property or which separate any Lot from the Common Elements;

(vi) Landscaping, sidewalks, street lights, irrigation systems, and signage within public streets or other rights of way on or for the benefit of the Property;

(vii) All entry features, signs, and gates for the benefit of the neighborhood, including Landscaping and irrigation for the entry feature areas, and the provision of electrical service to said areas for the benefit of the Project; and

(viii) Any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members and identified by

written notice from Declarant to the Association until Declarant revokes such privilege of use and enjoyment by written notice of the Association. Said property and facilities may include without limitation recreational amenities, roads, streets, or other access ways.

(b) The Association may also maintain and improve other property which it does not own, including, without limitation, property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and if otherwise permitted by applicable law.

(c) The Association shall maintain that portion of the lawn on each Lot which is located outside a fence on said Lot, and the cost of said maintenance shall be a Common Expense of the Association without regard to the size of the portion of the lawn maintained on any particular Lot. Lot Owner's shall be responsible for maintaining that portion of the lawn on each Lot which is located inside a fence on said Lot.

Except as otherwise specifically provided herein, all costs for Upkeep of the Common Elements shall be a Common Expense allocated among all Lots as part of an Assessment, without prejudice to the right of the Association to seek reimbursement from the Persons responsible for, such work pursuant to this Declaration, other recorded covenants, or agreements with such Persons.

7. Article 5 is amended to add the following Covenant, hereinafter known as Article 5, Section 5.5:

Offsite Septic Area: The offsite Septic Area, referenced and shown on Map Book 64, Page 184, Onslow County Registry, and Book 79, Page 224, Onslow County Registry, as a "Common Area Septic Site", shall be the sole responsibility of the owners of Lot 10A, Lot 10B, Lot 10C and Lot 10D on Garland Shores Drive. They shall indemnify the Association of any future cost and agree to reimburse the Association for cost spent upfront on their behalf, pro-rata with the other mentioned homeowners. It is the aforementioned owners responsibility for the following, including the cost for the following: repair, replacement, or upkeep of the septic from each townhouse to the sewage pump station that is physically located in the rear yard of each townhouse and of the sewage pump station and the sewage ejector pump along with the sewage force main from the sewage pump

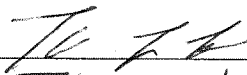
station to the drain field and any components of the drain field.


The Association will upfront the cost on behalf of the responsible owners. However, the responsible owners will reimburse the Association via future special assessments for the following calendar year.

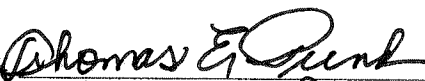
All other provisions, restrictions, and covenants contained in the original Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned Board of Directors, has hereunto set their hand and seal, this the 19th day of June, 2023.

GARLAND SHORES OWNERS ASSOCIATION
BOARD OF DIRECTORS

By:  (SEAL)
Name: Thomas L. Lamb
Title: member at large

By:  (SEAL)
Name: BRENNAN CRIMMINS
Title: VICE PRESIDENT

By:  (SEAL)
Name: THOMAS E. PUNDA
Title: PRESIDENT

By: _____ (SEAL)

Name: _____

Title: _____

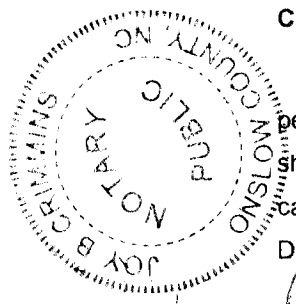
By: _____ (SEAL)

Name: _____

Title: _____

SEAL-STAMP

State of North Carolina
County of Onslow



I, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas L. Lamb

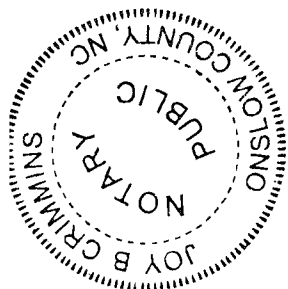
Dated: 6-29-2023

[Signature] (Signature)

My commission expires: 5-6-2024 Printed Name: Joy Crimmins
Notary Public

SEAL-STAMP

State of North Carolina
County of Onslow



I, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas E Punde

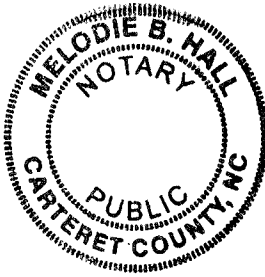
Dated: 5-6-2024 - 6-9-2023

[Signature] (Signature)

My commission expires: 5-6-2024 Printed Name: Joy Crimmins
Notary Public

SEAL-STAMP

State of North Carolina
County of Carteret



I, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brendan Crimmins.

Dated: 6-30-23

Melodie B Hall (Signature)

My commission expires: 4/26/24 Printed Name: Melodie B Hall
Notary Public

SEAL-STAMP

State of _____
County of _____

I, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Dated: _____

_____ (Signature)

My commission expires: _____ Printed Name: _____
Notary Public

SEAL-STAMP

State of _____
County of _____

I, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Dated: _____

_____ (Signature)

My commission expires: _____ Printed Name: _____
Notary Public