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**SUPPLEMENTAL AND AMENDED DECLARATION OF COVENANTS**

**KINGS GRANT**

**[APPLETON SOUTH AT KINGS GRANT II]**

THIS SUPPLEMENTAL AND AMENDED DECLARATION OF COVENANTS (this "Amendment") is made and entered into by SRW BUILDERS, LLC, a North Carolina limited liability company (and successor in interest by conversion to SRW Builders, Inc.) ("Declarant"), as of the date set forth below.

APPLETON SOUTH, LLC, a North Carolina limited liability company ("Appleton South"), joins in the execution hereof to subject the Appleton South Section (as defined below) to the terms of the Master Declaration (as defined below).

**WITNESSETH:**

WHEREAS, Declarant and/ or its predecessor in interest executed and caused to be filed a certain Declaration of Covenants which was recorded in Book 6449, Page 534 and re-recorded in Book 6473, Page 372 (Section A), as amended in Book 6566, Page 622 (Section B-1), as further amended in Book 6687, Page 296 (Section D-1), further amended in Book 6965, Page 432 (Section C, Building 26), further amended in Book 6982, Page 354 (Section C, Building 25), further amended in Book 6983, Page 774 (Section D-1, Part 2), further amended in Book 7017, Page 28 (Section C, Building 24), further amended in Book 7038, Page 646 (Section B-1 Revision), further amended in Book 7038, Page 650 (Section C, Building 23), further amended in Book 7054, Page 437 (Section C, Building 5), further amended in Book 7139, Page 152 (Section C, Building 4), further amended in Book 7164, Page 366 (Section C, Building 3), further amended in Book 7164, Page 370 (Section B-2),

further amended in Book 7217, Page 679 (Sections D2/D3), further amended in Book 7282, Page 289 (Section C, Building 22), further amended in Book 7306, Page 79 (Section E-1), further amended in Book 7384, Page 345 (Section C, Building 21), further amended in Book 7441, Page 491 (Section C, Building 20), further amended in Book 7479, Page 615 (Section E-1 Revised), further amended in Book 7582, Page 73 (Section E-1 Revisions), further amended in Book 7602, Page 250 (Section C, Building 2), further amended in Book 7669, Page 96 (Wetland Preservation Restrictions), further amended in Book 7761, Page 761 (Transfer of Special Declarant Rights), further amended in Book 8778, Page 233 (Section C, Building 19), further amended in Book 9352, Page 01 (Section E-4 – Notting Hill), further amended in Book 10240, Page 396 (Section C, Buildings 6 & 18), further amended in Book 10251, Page 611 (Section E-3 – Notting Hill), further amended in Book 10495, Page 852 (Section C, Buildings 1, 12 & 17), further amended in Book 10625, Page 120 (Section E-1, E-2, E-3 Notting Hill), further amended in Book 10953, Page 232 (Section D-4), further amended in Book 11481, Page 536 (Notting Hill), further amended in Book 11666, Page 169 (Notting Hill II), further amended in Book 11740, Page 437, further amended in Book 11740, Page 437 (Section C, Buildings 11, 13 & 15), further amended in Book 11856, Page 203 (Section C, Buildings 1 & 10), + all Cumberland County Registry (as amended, the “Master Declaration”), the terms of which are incorporated herein by this reference;

WHEREAS, the Master Declaration applied to and covered portions of the Kings Grant subdivision (the “Subdivision”), all as referenced therein;

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such term is defined in the Master Declaration;

WHEREAS, the Master Declaration provided that any future sections of the Subdivision would become subject to the Master Declaration after recording a plat for any new section and after recording a supplemental declaration which expressly makes any new section subject to the terms of the Master Declaration;

WHEREAS, Appleton South is the owner of and has caused to be recorded a plat entitled “Appleton South Subdivision”, which has been duly recorded in Plat Book 150, Page 162, Cumberland County, NC Registry (the “Appleton South Section”);

WHEREAS, the Declarant and Appleton South desire that the Appleton South Section become subject to the terms of the Master Declaration;

WHEREAS, Part One, Article II, Section 2 of the Master Declaration provides that Declarant may amend the terms of the Master Declaration, as may be necessary or convenient, to reflect the different character of any newly annexed section; and

WHEREAS, the Declarant desires to amend the Master Declaration with respect to the different character of the Appleton South Section, which is hereby being made subject to the terms of the Master Declaration.

NOW, THEREFORE, for and in consideration of the mutual covenants herein

contained, and other good and valuable consideration, and pursuant to authority set forth in Part One, Article II, Section 2 (as well as pursuant to authority set forth elsewhere in the Master Declaration), the Declarant hereby modifies the Master Declaration as follows:

1. The Appleton South Section is hereby made subject to the terms of the Master Declaration and shall be subject to the restrictions and obligations as described in the Master Declaration and shall also benefit from all easements and other rights described therein;
2. It is agreed that that certain Declaration of Restrictive Covenants and Easements for Appleton South at Kings Grant II recorded in Book 11888, Page 455, aforesaid Registry (the "Appleton South Declaration") shall be expressly subject and subordinate to the terms of the Master Declaration, including but not limited to, declarant rights, easement rights, assessment obligations, lien rights, and other rights and obligations reserved therein. Kings Grant Owners Association II, Inc. (the "Master Association") shall have authority to bill the Appleton South Owners Association, Inc. (the "Appleton Sub-Association") and/ or the individual Owners with the Appleton South Section (the "Appleton Owners") for its/ their proportionate assessment obligations, based upon convenience or other determining factors. In addition, the Declarant, and its successors and assigns, hereby directs that all of the "Common Area" in Appleton South (as such term is defined in the Appleton South Declaration) (the "Appleton Common Area") be deeded directly to the Appleton Sub-Association; however, all Common Area in Appleton South shall be considered "Common Properties", as defined in the Master Declaration. It is agreed that the expense of maintaining the Appleton Common Area shall be the exclusive responsibility of the Appleton Sub-Association and the Appleton Owners. The Appleton Common Area shall be maintained in good condition and repair. If the Appleton Common Area is not maintained in good condition and repair, then the Master Association shall have the right (but not the obligation) to step in and conduct any necessary maintenance and repair that it determines is necessary in its sole discretion, but only after providing forty-five (45) days advance written notice (and opportunity to cure) to the Appleton Sub-Association; and the Association shall have the right to assess the Appleton Sub-Association (and/ or the lot owners with the Appleton South Section) for the actual expense thereof, which assessments shall be secured by lien rights as allowed by the Master Declaration.

If there is any inconsistency between the terms of the Master Declaration and the terms of the Appleton South Declaration, then the terms of the Master Declaration shall control (to the extent the Master Declaration terms are more restrictive than the terms of the Appleton South Declaration, and/ or to the extent that the Master Declaration creates easements or other rights in favor of the Declarant and/ or the Subdivision and/ or the Owners therein);

3. Except as specifically amended by this Amendment, the Master Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Master Declaration, as specifically amended hereby. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Master Declaration.

**[The Remainder of This Page Intentionally Left Blank;  
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth in the below notary acknowledgment.

**DECLARANT:**

**SRW BUILDERS, LLC**

(successor in interest by conversion to SRW Builders, Inc.)

By: *Palmer Williams*

Print Name: Palmer N. Williams

Title: VP

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Palmer N. Williams in capacity as Vice President of SRW, LLC, a North Carolina limited liability company (successor in interest by conversion to SRW Builders, Inc).

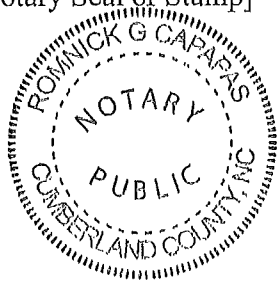
Date: 01-02-2024

Official Signature of Notary: *Romnick G Capapas*

Notary's Printed Name: Romnick G Capapas

My commission expires: 06-20-2025

[Affix Notary Seal or Stamp]



**ADDITIONAL PARTY:**

**APPLETON SOUTH, LLC**

By: *D. Ralph Huff III*  
Manager

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: D. Ralph Huff III in capacity as Manager of Appleton South, LLC, a North Carolina limited liability company.

Date: 1/5/24

Official Signature of Notary: *[Signature]*

Notary's Printed Name: Amy Jarman

My commission expires: 7/4/28

[Affix Notary Seal or Stamp]

