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Prepared by and hold for Kathryn S. Drake, Attorney at Law

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Kathryn S. Drake
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NORTH CAROLINA

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MADISON'S GROVE SUBDIVISION**

VANCE COUNTY

THIS AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MADISON'S GROVE SUBDIVISION is
made on the date hereinafter set forth by PAKT Construction, Inc., hereinafter
collectively called "Owner".

WITNESSETH

WHEREAS, Owner is the owner of more than 75% of the lots in Madison's
Grove Subdivision, which lots were subjected to Restrictive Covenants which are
recorded in Book 803, Page 562 and amended in Book 871, Page 627 and Book 1047,
Page 19, Vance County Registry, (hereinafter referred to as "Declaration"), and

WHEREAS, PAKT Construction, Inc. is the successor in interest to the Declarant
named in the Restrictive Covenants and is the owner of the following described lots in
Madison's Grove Subdivision:

Tract 1:

Being all of Lots 11, 12, 19-23, 25-51 and 53 and 58 as shown on a survey of Madison's
Grove Subdivision, Kittrell Township, dated May 5, 1998, Revised July 8, 1998 prepared
by Bobbitt Surveying, PA and recorded in Plat Book "V", Page 830 of the Vance County
Registry.

Tract 2:

Being all of Lots 6R, 7R, 8R, 10R, 13R and 14R as shown on a survey entitled "Property of JMFBTF, LLC – recombination Survey for Lots 6R, 7R, 8R, 10R, 13R and 14R" prepared by Bobbitt Surveying, PA and recorded in Plat Book "X", Page 307 of the Vance County Registry.

Included in the above conveyance is the right of ingress, egress and access together with others along Grove Park Lane, Madison's Grove Lane, Asheville Lane, Kitt Lane and Bobbitt Lane as shown on the above referenced plats providing access to State Road 1545 and also including the right to install utilities along said roadways and rights of way provided said utilities are actually necessary for the use of said lots for residential purposes only.

WHEREAS, the Declaration provides in Article 28 that the covenants may be amended by the owners of 75% of the then owners of the similarly restricted lots and cannot be altered or changed without the written consent of the Developers, their heirs, assigns or devisees; and

WHEREAS, the undersigned and the owners of more than 75% of the similarly restricted lots in the subdivision and PAKT Construction, Inc. is the successor in interest to the Declarants named in the original Declaration; and

WHEREAS, Owner and Declarant desire to amend the Declaration.

NOW, THEREFORE, Declarant and Owner hereby declare that the original Declaration shall be amended as follows:

Paragraph 29 is hereby amended and replaced in its entirety to read as follows:

29. ROADS

(1) So long as the roads identified as Grove Park Lane, Madison's Grove Lane, Asheville Lane, Kitt Lane and Bobbitt Lane on the above identified maps remain private roads, each lot owner will be responsible for a proportionate share of the costs of maintaining the roads until the N.C. Department of Transportation accepts the maintenance of said roads, at which time this obligation will become null and void. The proportionate share of each lot owner shall be the number of lots he/she may own to the total number of lots fronting on said private roads.

(2) To ensure that the road is at all times kept serviceable for all weather conditions, the lot owners will obtain periodic maintenance services on the road. The costs of this periodic road maintenance shall be borne proportionately as set out in paragraph (1) above by each lot owner and shall be paid immediately upon being billed. Failure to pay such proportionate share within thirty (30) days of the date of billing shall constitute a failure to pay for labor and materials as is contemplated in NCGS Section 44 (A)-8 et seq. and the above named owners, their heirs or assigns, individually or jointly, shall be entitled to proceed against the non-paying lot owner to perfect a lien against the lot as is provided in NCGS Section 44(A)-12 et seq.

(3) A majority of the lot owners may select a person or firm to undertake the responsibility of obtaining periodic road maintenance. Each lot owner will continue to be liable for the proportionate costs and the remedies for non-payment will be the same as were hereinabove vested in paragraph (2) above.

(4) In the event that the person designated in paragraph (2) above does not perform the needed inspections and obtain periodic maintenance on the road, a two-thirds majority vote of the lot owners may have the road inspected and maintained as needed and the cost apportioned to each lot owner as provided in paragraph (1) above. Non-payment in this instance will subject the lot owner to the same remedies as are set out in paragraph (2) above. By a two-thirds majority vote of the lot owners, the road may be paid and the costs apportioned proportionally to each lot owner and non-payment by any land owner will subject the owner to the same remedies as set out in paragraph (2) above. Any lot owner, may at his own expense, perform maintenance on the road, provided any maintenance improves its condition to keep the road serviceable to an all weather condition.

Paragraph 3 the first sentence shall be changed to read as follows with the remaining paragraph remaining intact as written.

No dwelling (or other structure or improvement permitted by these restrictions) shall be erected, altered or place on the property referenced herein closer to the right of way of the road or side or rear lot lines than the distance allowed by all applicable state and local building codes then in effect.

Paragraph 12 is hereby amended and replaced in its entirety to read as follows:

No structure of a temporary character may be used on any lot at any time as a residence. Manufactured housing including modular and doublewide mobile homes built to HUD code shall be allowed if approved by the Declarant prior to construction.

Paragraph 8 is hereby amended and replaced in its entirety to read as follows:

All buildings shall have foundations constructed to meet all applicable state and local building codes then in effect.

Paragraph 9 is hereby amended and replaced in its entirety to read as follows;

The roof pitch of any dwelling must be 3/12 or higher and the roofing materials must be asphalt or wooden shingles or metal, unless otherwise approved in writing by the Developer, his heirs, successors or assigns.

Paragraph 28 is hereby amended and replaced in its entirety to read as follows:

These Covenants shall run with the land, and shall be binding upon all parties and persons claiming under them for a period of twenty-five years from the date hereof, after which they shall be extended automatically for successive ten-year periods unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in full or in part.

These restrictions are subject to being altered, modified, or changed at any time by the Declarant so long as he shall own one or more lots in the subdivision; or when Declarant shall no longer own a lot, by the owners of sixty percent or more of the lots in the subdivision. Such changes shall be by writing signed by the Declarant, or, if by lot owners, by the necessary number of them, and duly recorded in the proper county registry.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate these Covenants, to restrain the violation, to recover damages, or to enjoin suit by specific performance. The Covenants are enforceable by any person or persons owning a lot in Madison's Grove Subdivision, at their own expense and said person or persons shall not be entitled to any compensation for services performed pursuant to these covenants. The failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

In testimony whereof, the undersigned have set their hands and seals, the day and year first written above.

This is the 21st day of June, 2019.



PAKT Construction, Inc.

Norman S. Drake (SEAL)
By: President

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Kathryn S. Drake a Notary Public of the County and State aforesaid, certify that Norman S. Drake, personally appeared before me this day and acknowledged that he is President of PAKT Construction, Inc., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its _____ President

Witness my hand and official stamp or seal, this 21st day of June, 2019.

Kathryn S. Drake
NOTARY PUBLIC
My Commission Expires: 8/3/2020