

Prepared By: Hugh M. Currin, Jr., Attorney at Law, Oxford, NC 27565

NORTH CAROLINA : AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND
GRANVILLE COUNTY : RESERVATION OF EASEMENTS

THIS AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS AND RESERVATION OF EASEMENTS is entered into this
the 6th day of January, 1998, between MARK A. ELLINGTON,
hereinafter called Declarant, and all parties hereafter
acquiring any of the described property;

W I T N E S S E T H :

WHEREAS the Declarant is the owner of certain real
property hereinafter described situate in Brassfield
Township, Granville County, North Carolina; and

WHEREAS, the Declarant has previously filed a
Declaration of Protective Covenants and Reservation of
Easements in Deed Book 1149, Page 92, Granville County
Registry; and

WHEREAS, it has come to the attention of the
Declarant that it is in the best interests of the Declarant
and to the benefit, interest and advantage of every party
hereafter acquiring any of the described property as set
forth in the above said Protective Covenants and Reservation
of Easements, to establish a subdivision homeowner's
association and private road maintenance and lighting
provisions; and

WHEREAS, certain lots in the subdivision known as
Ellington Estates No. 2 will be served by private roads as
shown on said subdivision plat; and

WHEREAS, said private roads have been dedicated
for use by all owners of the subdivision; and

WHEREAS, said real property is presently subject
to the previously recorded Protective Covenants and
Reservation of Easements as above said, which Protective
Covenants and Reservation of Easements are incorporated

herein by reference as if fully set forth at this time and are made a part hereof; and

WHEREAS, Declarant wishes to amend and add to said Protective Covenants and Reservation of Easements a homeowners association and private road and lighting maintenance provision; and

WHEREAS, the real property which is the subject of this Amendment to Protective Covenants and Reservation of Easements is described as follows:

Franklin
All of the lots which may be conveyed by the Declarant in the development of Ellington Estates No. 2, which lots are portions of a tract or parcel of land containing 39.0668 acres, more or less, situate in ~~Brassfield~~ ^{Franklin} Township, ~~Granville~~ County, North Carolina, and which tract of land is more particularly described and set forth in Deed Book ~~705~~, ^{705, 197} Page ~~86~~, recorded in the ~~Granville~~ ^{Franklin} County Registry, North Carolina;

NOW, THEREFORE, in consideration of the premises, the Declarant agrees with all the parties hereinafter acquiring any of the property hereinabove described, except as may be specifically set forth herein, that it shall be and it is hereby subject to the following restrictions, covenants, conditions, easements, and provisions related to the use and occupancy thereof, which shall be construed as covenants running with the land, which shall be binding on all parties acquiring all right, title and interest in any of the properties and which shall inure to the benefit of each owner thereof;

The Protective Covenants and Reservation of Easements are as follows:

1. That all Protective Covenants and Reservation of Easements as set forth in Deed Book ~~715~~, Page ~~202~~, ~~Granville~~ ^{Franklin} County Registry, are incorporated herein by reference as if fully set forth again at this time.

2. Creation of Ellington Estates No. ~~1~~²

Homeowners' Association:

There is hereby created the Ellington Estates No. ² Homeowners' Association for the purpose of establishing

rules and regulations governing the use of the streets and roads of the subdivision and for the maintenance and upkeep of the same, to provide lighting of streets and roads, to enforce the restrictive covenants for the subdivision, and to make and enforce rules governing the use of any common areas which may be designated on the subdivision maps.

Each of the owners of the lots in the subdivision shall be deemed a member of this homeowners' association and shall be entitled to one (1) vote for each lot owned at the annual meeting of the association or at any other time a general meeting of all landowners of the property may meet.

The first annual meeting of the association shall be held on the third Saturday in June, 1998, and shall thereafter meet on the third Saturday in June of each year thereafter unless other dates and times for annual meetings shall be fixed by the Board of Directors.

At each annual meeting there will be elected a Board of Directors for the Ellington Estates No. 1² Homeowners' Association consisting of at least five (5) members and said Board of Directors so selected shall operate the association until the next election and shall make all decisions concerning its said operation.

Pending the first annual meeting, a temporary Board of Directors may be appointed by the Declarant to serve until their successors are duly elected.

The temporary Board of Directors, in addition to providing for interim road maintenance, shall prepare and present a proposed set of By-Laws for the association at the first annual meeting. The Declarant shall render technical assistance in preparing the proposed By-Laws and he shall further furnish the ^{Franklin} Granville County Planning Director the post office address of the initial registered office of the association and the name and county in which the registered office is located.

3. Private Road Maintenance Provisions.

The lots in Ellington Estates No. 1² are served by

Courtney's Dr, Whitney's Dr, Lana's Dr.

private roads known as "~~Casey's Drive~~" and "~~Charlie's Court~~" all as more specifically set forth and dedicated for use as shown on the subdivision plat recorded in the Office of the Register of Deeds of ^{Franklin} Granville County. By the recording of said plat, the roads themselves have been dedicated for use by all lot owners in the subdivision and the general public.

Further, the roads in said subdivision may also be served by street lighting, which the costs of said lighting and the maintenance thereof, shall also be a part of these maintenance provisions.

The Ellington Estates No. ² 1 Homeowners'

Association is and has been charged with the responsibility for making repairs and maintaining the private road or roads and street lighting appurtenant thereto, and adopting rules and regulations concerning their use as such private road or roads.

The costs of any repairs and maintenance contracted by the Board of Directors of the Homeowners' Association shall be assessed equally to all lots of the subdivision except Lots 1, 2, ^{3, 4} 5 and 6, as long as such lots do not have access to any private road in the subdivision. Any sums levied by the association that remain unpaid shall become a lien upon and against the members' lot, subordinate only to ad valorem taxes and mortgage liens and may be collected by the association through civil action instituted for such purposes. In addition thereto, the failure to pay assessments when due shall constitute an event of default in any outstanding Purchase Money Note and Deed of Trust held on such lot by the Declarant, if any.

The Declarant will maintain and repair the roads in the subdivision until four (4) lots are sold, which lots shall be four of those which directly abut ~~Casey's Drive~~ and/or ~~Charlie's Court~~. At such time that four (4) lots are sold, then the Declarant will be no longer responsible for road upkeep and maintenance and such responsibilities shall shift from the Declarant to the homeowners' association.

The homeowners' association shall consider the guidelines for "periodic maintenance", if any, established by Granville County in assessing the needs for maintenance and repairs for the above-described private roads. These guidelines include:

1. The regrading of the road
2. The replacing of gravel
3. The controlling of vegetation within the right-of-way
4. The maintaining of drainage ditches and culverts

Any changes caused by driveway connections, by heavy trucks or machinery, or by abuse of the road shall be repaired at the sole expense of the lot owner causing such change.

This road maintenance agreement shall automatically terminate in the event the above-described private roads become a public road that is maintained by the State of North Carolina.

4. Homeowners' Association Fees.

Pending the first annual meeting of the homeowners' association of Ellington Estates No. ²/₁ and to provide initial funds for road repairs and maintenance of street lighting and of recreational areas, if any, each lot shall be assessed a monthly maintenance fee of \$10.00 per month beginning the first day of the month following the date of conveyance of title and continuing on the same day of each month thereafter. Maintenance fees shall be paid directly to the Declarant until such time as the maintenance of the roads are transferred to the association as set forth above. All such maintenance fees, or other monies, collected by Declarant and/or Ellington Estates No. ²/₁ Homeowners' Association shall be set aside and held in trust for the use and benefit of the homeowners' association and shall be paid to it on demand.

It is hereby expressly understood and agreed that

Declarant shall not be responsible for street assessments or homeowners association fee as herein set forth.

5. Reservation of Utility Easements.

Declarant hereby reserves the right to grant general utility service easements to any public utility desiring to provide services and such utilities to the subdivision or any individual lot located in the same. Declarant also reserves surface water drainage easements wherever the same may be necessary for the proper maintenance of roads and drives and reserves the right to direct water from its natural course to a more suitable course in the subdivision wherever he may deem same to be necessary or desirable.

This declaration and agreement shall be binding upon and inure to the benefit of the owners, any current or future adjacent landowners, their heirs, successors or assigns and furthermore the terms and provisions set forth herein shall be appurtenant to and shall run with the land being the aforesaid properties and easement rights associated therewith.

IN TESTIMONY WHEREOF, this instrument has been duly executed by Declarant, this the day and year first above written.



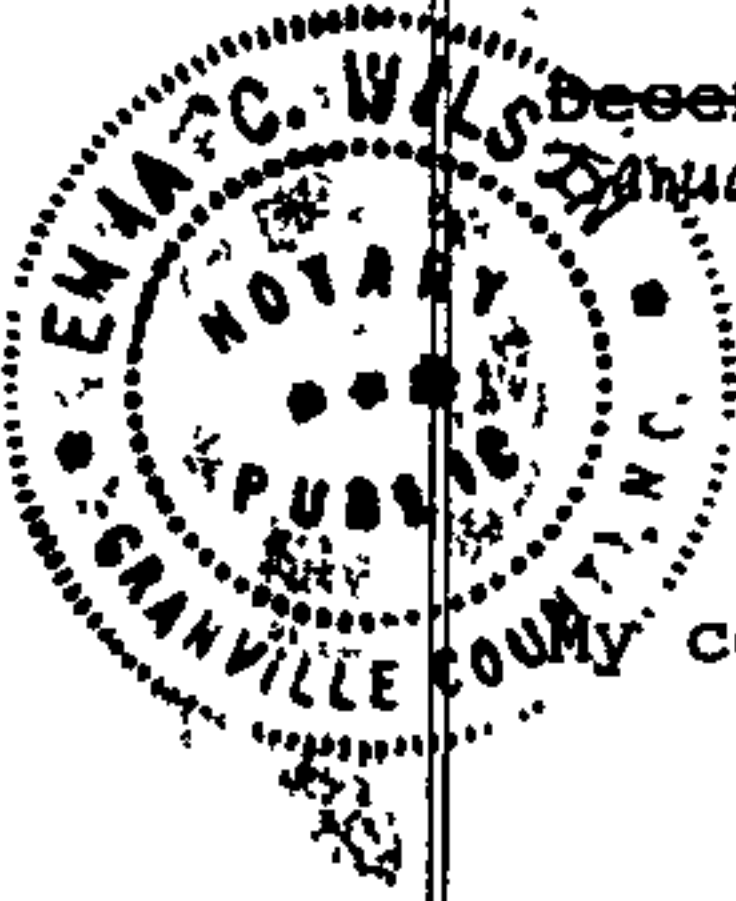
Mark A. Ellington
Declarant

NORTH CAROLINA :
COUNTY OF Granville :

I, a Notary Public of the County and State
aforesaid, certify that Mark A. Ellington, Declarant,
personally appeared before me this day and acknowledged the
execution of the foregoing instrument.

Witness my hand and seal, this the 6th day of

~~December, 1997.~~
January, 1998



Emma C. Wilson
Notary Public

My commission expires: 9-29-2001

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Emma C. Wilson

Notar(y) (ies) Public,

is/are certified to be correct

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin
County, N.C., in Book 1149, Page(s) 104-110

This 27th day of July, A.D., 1999, at 9:20 o'clock, A.M.

KAY S. HUNT, REGISTER OF DEEDS

By Sindi E. Stone Asst. Deputy Register of Deeds

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of Emma C. Wilson

Notary Public

Granville County, N.C.

is certified to be correct. This instrument was presented for
registration and filed in this office in Book 1149 Page 104

This 6th day of January, 1998, at 3:38 o'clock, P.M.

Register of Deeds

By Dickie C. Dabbs Assistant Deputy

\$20.00