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VANCE
COUNTY NC
CASSANDRA D. NEAL
REGISTER
OF DEEDS
JJS

**PREPARED BY: STAINBACK & SATTERWHITE –
Michael E. Satterwhite**

STATE OF NORTH CAROLINA

COUNTY OF VANCE

**AMENDMENT
TO
RESTRICTIVE COVENANTS
FOR BLACK HORSE RUN**

This Amendment is made this 29th day of November, 2021 by Jason Frederick Smith and wife, Carol Lynn Fields Smith; Sarah E. Heaton, Unmarried; Rachel Underwood Swift, Unmarried; James R. Rowland III, Freetrader; and Patrick L. Brame and wife, Melissa R. Brame (the "Owners"); and Rogers & Franklin Design Builders, Inc. (the "Developer"):

W I T N E S S E T H

WHEREAS, Black Horse Run is subject to Restrictive Covenants for Black Horse Run as appear in Book 969, Page 683, Vance County Registry (the "Restrictive Covenants"); and

WHEREAS, pursuant to Paragraph 27. AMENDMENT, of the Restrictive Covenants:

“These restrictions and conditions can be amended only by an instrument signed by the Developer and two-thirds (2/3) of the owners of the six (6) original lots (including all lots owned by the Developer) in the subdivision;” and

WHEREAS, the current Owners of all lots in the subdivision are:

NAME	LOT	BOOK AND PAGE
Jason Frederick Smith and wife, Carol Lynn Fields Smith	Lot 1, Plat Book W, Page 574, VCR	Book 1363, Page 352
	Lot 4, Plat Book W, Page 574, VCR	Book 1230, Page 151
Sarah E. Heaton	Lot 2, Plat Book W, Page 574, VCR	Book 1311, Page 657
Charles Percy Rose, Jr.	Lot 3A, Plat Book Y, Page 510, VCR	Book 1291, Page 541
	Lot 3B, Plat Book X, Page 8, VCR	Book 1291, Page 521
Rachel Underwood Swift	Lot 5A, Plat Book X, Page 9, VCR	Book 1376, Page 815
James R. Rowland III	Lot 5B, Plat Book X, Page 9, VCR	Book 1361, Page 1179
Patrick Lee Brame and wife, Melissa R. Brame	Lot 6A and Lot 6B, Plat Book X, Page 9, VCR	Book 1135, Page 411

WHEREAS, the undersigned as “....the Developer and two-thirds (2/3) of the owners of the six (6) original lots....” wish to amend the Restrictive Covenants pursuant to Paragraph 27 as set forth hereinabove.

NOW, THEREFORE, for and consideration of One Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Owners and the Developer amend the Restrictive Covenants as follows:

1. Paragraph 13. PERMITTED ANIMALS is deleted in its entirety; and
2. A new Paragraph 13. PERMITTED ANIMALS is added to the Restrictive Covenants and reads as follows:

“**13. PERMITTED ANIMALS**: No animals, livestock, or poultry of any kind shall be raised or bred on any lot, except (a) dogs, cats, or any other normal household pets may be kept, provided; and (i) they are no kept, bred, or maintained for any commercial purpose, and (ii) they (dogs) are confined to the

home to the home or maintained in an appropriate fenced area; and (iii) they are not permitted to roam; and (iv) they shall not become an annoyance or nuisance to other lot owners and (b) the Owner of Lot 2 can maintain not more than twenty (20) sheep on the lot. No dangerous animal of any kind will be permitted in the subdivision, nor will hog parlors or chicken house be permitted on any lot in the subdivision. However, the Developer, in its sole discretion, reserves the right to permit a limited number of horses (not to exceed one horse for every acre) to be maintained on any lot provided the Owner of the lot provides appropriate shelter and fencing for said horses which said shelter and fencing shall be subject to the requirements of Paragraph 3 PRIOR APPROVAL OF IMPROVEMENTS hereinabove."

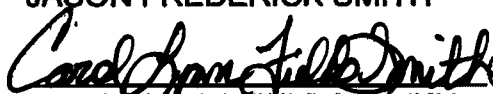
Except as herein amended, said the Restrictive Covenants shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Owners and the Developer hereunto executed this Amendment to Restrictive Covenants effective the day and year first above written.

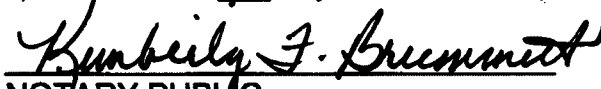
OWNERS OF LOTS 1 AND 4:

 (SEAL)
JASON FREDERICK SMITH
 (SEAL)
CAROL LYNN FIELDS SMITH

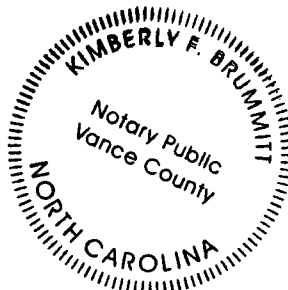
**STATE OF NORTH CAROLINA
COUNTY OF VANCE**

I, Kimberly F. Brummitt, a Notary Public of the County of Vance and State do hereby certify that **JASON FREDERICK SMITH and wife, CAROL LYNN FIELDS SMITH** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 1 day of ^{December}~~November~~, 2021.


NOTARY PUBLIC

My Commission Expires: 06/13/2024



IN WITNESS WHEREOF, the Owners and the Developer hereunto executed
this Amendment to Restrictive Covenants effective the day and year first above written.

OWNER OF LOT 2:

Sarah E. Heaton (SEAL)
SARAH E. HEATON

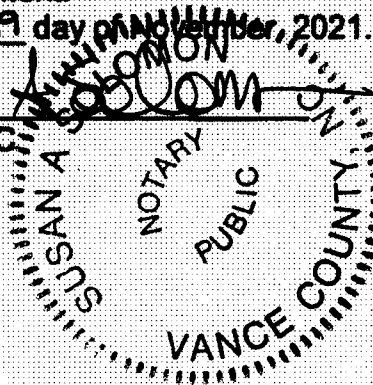
**STATE OF NORTH CAROLINA
COUNTY OF VANCE**

Susan A. Solomon

I, ~~Kimberly F. Brummitt~~, a Notary Public of the County of Vance and State do
hereby certify that **SARAH E. HEATON** personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 29 day of November, 2021.

Susan A. Solomon
NOTARY PUBLIC



My Commission Expires: ~~06/13/2024~~

05/04/2024

IN WITNESS WHEREOF, the Owners and the Developer hereunto executed
this Amendment to Restrictive Covenants effective the day and year first above written.

OWNER OF LOT 5A:

Rachel Underwood Swift (SEAL)
RACHEL UNDERWOOD SWIFT

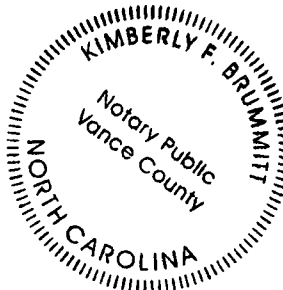
**STATE OF NORTH CAROLINA
COUNTY OF VANCE**

I, Kimberly F. Brummitt, a Notary Public of the County of Vance and State do
hereby certify that **RACHEL UNDERWOOD SWIFT** personally appeared before me
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 4 day of ~~November~~ December, 2021.

Kimberly F. Brummitt
NOTARY PUBLIC

My Commission Expires: 06/13/2024



IN WITNESS WHEREOF, the Owners and the Developer hereunto executed this Amendment to Restrictive Covenants effective the day and year first above written.

OWNER OF LOT 5B:

James R. Rowland III (SEAL)
JAMES R. ROWLAND III

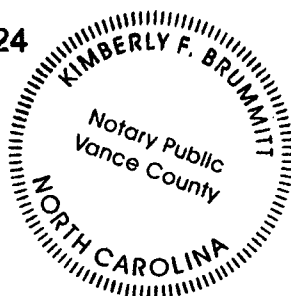
**STATE OF NORTH CAROLINA
COUNTY OF VANCE**

I, Kimberly F. Brummitt, a Notary Public of the County of Vance and State do hereby certify that **JAMES R. ROWLAND III** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 30 day of November, 2021.

Kimberly F. Brummitt
NOTARY PUBLIC

My Commission Expires: 06/13/2024



IN WITNESS WHEREOF, the Owners and the Developer hereunto executed this Amendment to Restrictive Covenants effective the day and year first above written.

OWNERS OF LOTS 6A and 6B:

Patrick L Brame (SEAL)
PATRICK L. BRAME

Melina R Brame (SEAL)
MELISSA R. BRAME

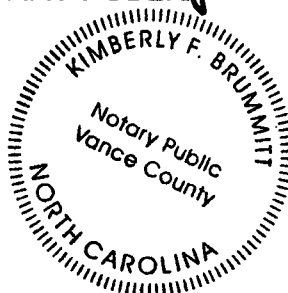
**STATE OF NORTH CAROLINA
COUNTY OF VANCE**

I, Kimberly F. Brummitt, a Notary Public of the County of Vance and State do hereby certify that **PATRICK L. BRAME** and wife, **MELISSA R. BRAME** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 2 day of ^{December}~~November~~, 2021.

Kimberly F. Brummitt
NOTARY PUBLIC

My Commission Expires: 06/13/2024



IN WITNESS WHEREOF, the Owners and the Developer hereunto executed this Amendment to Restrictive Covenants effective the day and year first above written.

DEVELOPER:

ROGERS & FRANKLIN DESIGN BUILDERS, INC.

BY: John C. Rogers
John C. Rogers, President

**STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN**

I, Kathryn Roberson, a Notary Public of county and state aforesaid, do hereby certify that **JOHN C. ROGERS** personally came before me this day and acknowledged that he is President of **ROGERS & FRANKLIN DESIGN BUILDERS, 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 him as its President.

WITNESS my hand and official seal this the 2 day of December, 2021.

Kathryn Roberson
NOTARY PUBLIC

My Commission Expires: 08/30/2022

