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Granville County, NC
Kathy M. Taylor Reg of Deeds
BK **1668** PG **15-17**

Prepared by and return to: N. Kyle Hicks, P.O. Box 247, Oxford, NC 27565

STATE OF NORTH CAROLINA

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
LEXINGTON PARK AND
ANNEXATION OF PHASE 2**

COUNTY OF GRANVILLE

This Amendment to Declaration of Covenants, Conditions and Restrictions for Lexington Park and Annexation of Phase 2 (the “Amendment”) is made and entered into this the 4th day of December 2017, by **GK DEVELOPMENT, LLC**, a North Carolina limited liability company:

W I T N E S S E T H:

WHEREAS, Phase 1 of the Lexington Park Subdivision is subject to those certain “Declaration of Covenants, Conditions and Restrictions for Lexington Park” of record in Book 1108, Page 68, Granville County Registry (the “Original Covenants”);

WHEREAS, the Original Covenants were executed by CLM Associates, LLC, a North Carolina limited liability company, and Presidential Investors, Inc., a North Carolina corporation (hereinafter collectively referred to as the “Original Declarant”);

WHEREAS, the Original Declarant caused to be recorded a certain plat entitled “Recorded Plat Lexington Park Subdivision Phase 1” prepared by Bass, Nixon & Kennedy, Inc., dated August 30, 2005 and recorded at Book 32, Page 97, Granville County Registry (“Plat of Lexington Park Phase 1”);

WHEREAS, GK Development, LLC (the “Successor Declarant”) is the successor to the Original Declarant;

WHEREAS, the Successor Declarant is continuing the development of the Lexington Park Subdivision;

WHEREAS, as the successor in interest to the Original Declarant and owner of one or more Lots in the Lexington Park Subdivision (both in Phase 1 and Phase 2), the Successor Declarant has the authority to annex the property shown on the Plat of Lexington Park Phase 2 pursuant to Article I, Section 1.15 of the Original Covenants;

WHEREAS, Section 1.24 of Article I of the Original Covenants states that “Property” or “Subdivision” shall mean and refer to that certain real estate described in Exhibit and all other real estate that may be annexed into this Declaration and the Association by the Declarant;

WHEREAS, the Lexington Park Subdivision (i.e., Phase 1 and Phase 2) is subject to that certain Stormwater Maintenance Covenant recorded at Book 1108, Page 104, Granville County Registry;

WHEREAS, GK Development, LLC caused to be recorded a certain plat entitled “Subdivision Plat for Lexington Park Subdivision, Phase 2” prepared by Bass, Nixon & Kennedy, Inc., dated February 13, 2017 and recorded at Book 46, Page 26, Granville County Registry (“Plat of Lexington Park Phase 2”);

WHEREAS the Successor Declarant desires that the property shown on that certain Plat of Lexington Park Phase 2 be annexed into the Lexington Park Subdivision, such that the annexed property shall be subject to, and hereinafter benefit from, the covenants, conditions, and restrictions and other terms as set forth in the Original Covenants; and,

WHEREAS the Successor Declarant executes this Amendment to formally annex the property shown on that certain Plat of Lexington Park Phase 2 into the Lexington Park Subdivision in accordance with the terms set out herein.

NOW THEREFORE, for and in consideration of the mutual covenants contained in the Original Covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the Successor Declarant hereby declares as follows:

1. The property known as Lexington Park Phase 2 as shown on that certain Plat of Lexington Park Phase 2 described hereinabove is hereby annexed into the Lexington Park Subdivision and is hereby subjected to all covenants, conditions, and restrictions and other terms as set forth in the Original Covenants. The purchaser of any Lot or other portion of the annexed property herein described shall automatically become a member of the Association and become subject to payment of assessments to the Associations as more particularly described in the Original Covenants. The annexed property herein described shall also benefit from any and all appurtenant easements of ingress and egress across the streets or common areas located within the Lexington Park Subdivision and all other rights described in the Original Covenants.

2. The last sentence of Article IX, Section 9.3 of the Original Covenants stating that “Slab-on grade construction is not permitted” shall apply only to Lexington Park Phase 1 and said provision shall not apply to the property known as Lexington Park Phase 2 as shown on that certain Plat of Lexington Park Phase 2. Except as set forth in the preceding sentence, the covenants,

conditions, and restrictions shall be uniform as to Phase 1 and Phase 2 of the Lexington Park Subdivision.

3. Except as specifically amended herein, the Original Covenants remain unchanged and shall remain in full force and effect. Any capitalized terms that are not defined herein shall have the same meaning as defined in the Original Covenants.

IN WITNESS WHEREOF, the undersigned has hereunto caused this instrument to be executed on the date first above written.

GK DEVELOPMENT, LLC

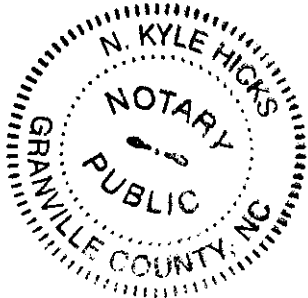
By: Eugene Kinsella (SEAL)
Eugene Kinsella, Member/Manager

STATE OF NORTH CAROLINA, COUNTY OF GRANVILLE

I, the undersigned Notary Public of the aforesaid County and State, certify that Eugene Kinsella, either () being personally known to me or (X) proven by satisfactory evidence (said evidence being DL), personally appeared before me this day and acknowledged that he is Member/Manager of GK Development, LLC, a North Carolina limited liability company, and that he, as Member/Manager being authorized to do so, voluntarily executed the foregoing on behalf of the limited liability company for the purposes stated therein.

Witness my hand and notarial seal, this 4 day of December, 2017.

(OFFICIAL SEAL)



N. Kyle Hicks
Notary Public
N. Kyle Hicks
Printed or Typed Name
My commission expires: 3-22-22