


Doc ID: 000224160003 Type: CRP
Recorded: 11/20/2007 at 04:04:10 PM
Fee Amt: \$20.00 Page 1 of 3
Granville County, NC
Kathryn Crews Averett Reg of Deeds
BK **1240** PG **796-798**

Prepared by and hold for Warren & Perry, PO Box 1187, Wake Forest, NC 27587

NORTH CAROLINA	AMENDMENT TO THE DECLARATION
	OF COVENANTS, CONDITIONS AND
GRANVILLE COUNTY	RESTRICTIONS FOR IRONWOOD
	SUBDIVISION

THIS AMENDMENT TO THE DECLARATION is made on the date hereinafter set forth by MARCUS EDWARDS DEVELOPMENT, LLC, (hereinafter referred to as “DECLARANT”);

W I T N E S S E T H:

WHEREAS, DECLARANT previously subjected Ironwood Subdivision to that Declaration of Covenants, Conditions and Restrictions for Ironwood Subdivision recorded in Book 1223, Page 460, Granville County Registry (hereinafter referred to as “Declaration”); and

WHEREAS, the Declaration provides in Article X, entitled “RIGHTS RESERVED FOR DECLARANT” that the Declarant reserves the right to amend the Declaration without the consent of any Members during the Declarant Development Period; and

WHEREAS, the Declarant Development Period has not expired nor has it been terminated; and

WHEREAS, DECLARANT desires to amend the Declaration;

NOW, THEREFORE, DECLARANT hereby declares:

1. Article III entitled “Property Rights”, Section 3 entitled “General Easements and Associated Undertakings” shall be amended to provide as follows:

An easement is hereby established for the benefit of any agency or utility performing any of the following services over all Common Areas and over an area of all Lots within the Property ten (10) feet from the right of way line of any street or roadway established within the Property is hereby or hereafter established for the setting, removal and reading of water and electricity meters, the maintenance and replacement of water, electricity, sewer and drainage facilities.

- 2. Article IV entitled “Membership and Voting Rights”, Section 2, Class B shall be amended to provide as follows:

The Class B Member shall be the Declarant and shall be entitled to six (6) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events:

- A. 95% of the Lots have been sold by Declarant; or
- B. on January 1, 2017.

- 3. Article V, entitled “Covenant for Maintenance Assessment”, Section 3, entitled “Maximum Annual Assessments”, Part A shall be amended as follows:

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be increased for the cost of living by not more than ten percent (10%) over the prior year’s assessment by the Board of Directors of the Association without a vote by the Members.

- 4. Article VIII, entitled “Use Restrictions,” Section 2, entitled “Use of Property”, #2 shall be amended to provide as follows:

Each dwelling shall have a heated, enclosed ground floor area as follows: If 1 story, at least 1800 square feet; if 1 ½ stories, at least 2400 square feet; and if 2 or more stories, at least 2800. Heated, enclosed floor area shall not include unfinished basements, open porches, breezeways, screened porches, garages, walk-up attics, carports, steps, and stoops. Notwithstanding these terms, a 10% variance in the square feet of the enclosed floor area shall be allowed with written, recorded approval of the Architectural Control Committee.

- 5. Article XI, entitled “General Provisions,” Section 8, entitled “Enforcement,” shall be amended to include the additional provision noted below:

198

The fines imposed by the Board of Directors of the Association or the Declarant during the Declarant Development Period may be up to \$100.00 per day per violation of the Covenants.

6. Article XI, entitled "General Provisions," Section 9, entitled "Obligation to Improve Property and Waiver Thereof," shall be deleted in its entirety.

Except as provided for herein, the Covenants, Conditions and Restrictions for Ironwood Subdivision shall remain in full force and effect.

This the 16 day of November 2007.

MARCUS EDWARDS DEVELOPMENT, LLC

BY Mark E. Sandy
Manager

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Elizabeth G. Whitworth, a Notary Public for the County of Wake, State of North Carolina, certify that Mark E. Sandy personally appeared before me this day and acknowledged that he/she is Manager of **MARCUS EDWARDS DEVELOPMENT, LLC** a North Carolina limited liability company, and that by authority duly given and as an act of the company, the foregoing instrument was signed in its name by its Manager.

Witness my hand and official stamp or seal, this 16 day of November 2007.

Elizabeth G. Whitworth
Notary Public

My Commission Expires July 20, 2011

