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0833 0826

STATE OF NORTH CAROLINA

COUNTY OF GRANVILLE

AMENDMENT TO
RESTRICTIVE COVENANTS
FOR
BLACKSTONE VILLAGE SUBDIVISION
PHASE II

WHEREAS, BLACKSTONE DEVELOPERS, LLC, a North Carolina Limited Liability Company("the Developers") were the owners in fee simple of the following described lots or parcels of land located in Dutchville Township, Granville County, North Carolina, and more particularly described as follows:

Lots 25-47 of survey of Blackstone Village Phase II (Sheet 1 of 2) as prepared by James R. Wilson, Registered Land Surveyor dated 4/22/99 as recorded in Map Book 25, Page 105 of the Granville County Registry and **and Lots 48--62 and 71-87** as shown of survey of Blackstone Village Phase II (Sheet 2 of 2) as prepared by James R. Wilson, Registered Land Surveyor dated 4/22/99 as recorded in Map Book 25 Page 105, Granville County Registry.

WHEREAS, said Lots were subsequently subjected to those certain Restrictive Covenants for Blackstone Village, Phase II, as more particularly set forth in Book 825, Page 615, Granville County Registry; and

WHEREAS, no lots have been conveyed by the Developers in Phase II of the Subdivision; and

WHEREAS, the Developers desire to amend the Restrictive Covenants for Blackstone Village Subdivision, Phase II, as follows:

1. Paragraph 7, entitled **Minimum Square Footage-One Story Home** is hereby modified to read as follows:

"No plans for a dwelling shall be approved unless the living area (heated floor area) exclusive of open porches, garages and patios, on the ground floor exceeds 1,100 square feet, measured from outside wall lines (and excluding any square footage in a basement)".

2. Paragraph 8, entitled **Minimum Square Footage-Two Story Home:** is hereby modified to read as follows:

"The ground floor area of the main structure of a two-story dwelling, exclusive of open porches, garages and patios, shall have a useable (heated) floor space of no less than 700 square feet (excluding any square footage in a basement). The total square footage of any two-story dwelling must exceed 1,200 square feet of useable (heated) floor space.

3. Paragraph 9 entitled **Minimum Storage Space** is hereby modified to read as follows:

"Each dwelling shall have a minimum of an attached 6 x 6 foot storage addition to the home or a minimum of 10 x 12 foot detached outside utility building on a concrete slab, unless the house includes an attached garage (in which event the requirement for a separate storage addition is waived). All detached storage

mailed 12-29-08
mail to:
LAW OFFICES
ZOLLIFFER & LONG
P.O. 81019
HENDERSON, NC
27536

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buildings shall be constructed in such a manner as to conform with the requirements of the North Carolina Building Code; and be built with exterior materials which resemble the primary structure on each lot.

4. Paragraph 30 entitled **Roads**, is hereby modified to read as follows:

“The roads in Blackstone Subdivision were built and constructed according to specifications as set forth by the North Carolina Department of Transportation; and

The Developer wishes to ensure that the roads are maintained and comply with Article IV of the Granville County Subdivision Ordinance, specifically §40-5 thereof;

The Developer agrees that the roads in Blackstone Subdivision will be maintained by the Developer until such time as the North Carolina Department of Transportation accepts them into its system; and any provision in the previously recorded Road Maintenance Agreement for Blackstone Village subdivision (recorded in Book 783, Page 500, Granville County Registry) is hereby revoked”.

5. A new paragraph 36, to be entitled **Variance** is hereby added to read as follows:

“The Developer, in its discretion may allow reasonable variances and adjustments of these Restr ctions in order to alleviate practical difficulties and hardship in the r enforcement and operation. Any such variances shall not violate the spirit or the intent of this document. Variances as to building size or setback violations shall not exceed five percent (5.0%), without the express written consent of all of the adjoining neighbors.

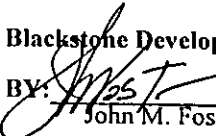
To be effective, a variance hereunder shall be recorded in the Granville County Register of Deeds Office; shall be executed by the Developer (or its duly designated agent); and shall refer specifically to these Amended Restrictive Covenants.”

In no other manner are the existing restrictive covenants for Blackstone Village subdivision, Phase II, be modified or changed, but the same shall remain in full force and effect for the subdivision; subject to all the provisions as set forth in Book 825, Page 615, as if fully set out herein, and the same are hereby ratified, except as modified above.

These restrictions and conditions are covenants running with the land and shall be binding on all owners of property covered by these restrictive covenants and all persons claiming under them as set forth in Paragraph 35 of the Restrictions currently of record. These restrictions cannot be altered or changed without the written consent of the Developers, their heirs, assigns or devisees.

This the 8th day of December, 2000.

Blackstone Developers, LLC

BY:  John M. Foster, Manager

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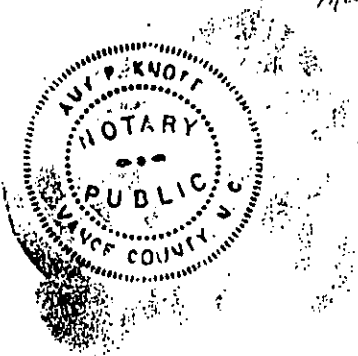
NORTH CAROLINA

VANCE COUNTY

I, Amy P. Knott, a Notary Public of Vance County, do hereby certify that John M. Foster, as Manager of Blackstone Developers, LLC, a Limited Liability Company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as manager on behalf of a and as the act of the Company referred to in this acknowledgment.

Witness my hand and official seal this the 22nd day of December, 2000.

My Commission Expires: May 13, 2002 Amy P. Knott
Notary Public



STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate of Amy P. Knott

, a Notary Public

is certified to be correct. This instrument was presented for registration and filed in this office in Book 833
Page 826. This 22nd day of December, 2000 at 3:19 o'clock P.M.

Kathryn C. Smith Register of Deeds

By Deeky C. Smith
Deputy/Assistant