

FILED
GRANVILLE COUNTY
10/28/2005 10:18 AM
KATHRYN CREWS AVERETT
Register Of Deeds

State of North Carolina Prepared by and hold for: Nathan M. Garren
County of Granville

Amendment to Restrictive Covenants
for Rogers Pointe Development

This amendment to the Restrictive Covenants is entered into on the 7th day of
October, 2005 by **Rogers Pointe Homeowners' Association, Inc.** (herein "association").

Whereas, certain restrictive covenants for Rogers Point Subdivision in Book 775, Page 392, Granville County Registry (herein "declaration"); and

Whereas, Section 20 of the declaration permits amendments to the declaration with the approval of not less than a majority of the lot owners; and

Whereas, at the annual meeting held on September 17, 2005, a majority of the lot owners voted to amend the declarations as follows:

1. Section 15: No truck or other commercial vehicles having capacity of more than 3/4 tons shall be parked on said lots. No boats, recreational vehicles, trailers or any commercial type vehicles greater than 25 feet in length shall be parked on said lots. No boat, recreation vehicle or trailer of any type shall be parked in front of the front of building line on all lots and on corner lots in front of the side building line to the adjacent street.
2. Section 25: All lots or home sites shall be kept in a neat and orderly manner, including but not limited to causing the shrubbery to be trimmed to avoid excessive heights, promptly removing dead shrubs and broken tree limbs, cutting grass and removing rubbish. Grass shall not be allowed to exceed the height of eight (8) inches.

11-4-05 Delivered to Nathan M. Garren Att.

If Homeowners' Association receives three or more separate written lot neatness complaints within a thirty (30) day period:

- a) The President of the Homeowners' Association after conferring with the Board of Directors, the Architectural Control Committee, or the Property Committee shall notify the lot or home owner in writing by certified mail return receipt requested that the property needs to be brought into compliance with the restrictive covenants within seven days of receipt of the notice. The property owner may request a hearing before the Board. .

- b) After notice to a lot or home owner and opportunity to be heard if requested, the Homeowners' Association may takes such steps as necessary in regard to the appearance of said lot or home site and assess the costs to said owner.

Now Therefore, the association at the instruction of the lot and home owners amends the declaration is hereby amended as follows:

Section 15 is amended to read as follows:

Section 15: No truck or other commercial vehicles having capacity of more than 3/4 tons shall be parked on said lots. No boats, recreational vehicles, trailers or any commercial type vehicles greater than 25 feet in length shall be parked on said lots. No boat, recreation vehicle or trailer of any type shall be parked in front of the front of building line on all lots and on corner lots in front of the side building line to the adjacent street.

Section 25 is amended to read as follows:

Section 25: All lots or home sites shall be kept in a neat and orderly manner, including but not limited to causing the shrubbery to be trimmed to avoid excessive heights, promptly removing dead shrubs and broken tree limbs, cutting grass and removing rubbish. Grass shall not be allowed to exceed the height of eight (8) inches.

If Homeowners' Association receives three or more separate written lot neatness complaints within a thirty (30) day period:

- a) The President of the Homeowners' Association after conferring with the Board of Directors, the Architectural Control Committee, or the Property Committee shall notify the lot or home owner in writing by certified mail return receipt requested that the property needs to be brought into compliance with the restrictive covenants within seven days of receipt of the notice. The property owner may request a hearing before the Board. .

- b) After notice to a lot or home owner and opportunity to be heard if requested, the Homeowners' Association may takes such steps as necessary in regard to the appearance of said lot or home site and assess the costs to said owner.

In the event of any conflict or inconsistency between the terms of this amendment and the declaration, the terms of this amendment shall prevail.

In witness whereof, the undersigned have caused this amendment to the declaration to be executed, all as of the day and year first above written.

Rogers Pointe Homeowners' Association, Inc.

By: Thomas W. Hall
President

Attest: Margid Pelton
Secretary



State of North Carolina
County of Granville

I, a Notary Public of the County and State aforesaid, do hereby certify that Margid Pelton personally appeared before me this day and acknowledged that he is the Secretary of Rogers Pointe Homeowners' Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him/her as its Secretary. Witness my hand and official stamp or seal, this 7th day of October, 2005.

Nathan M. Garren (SEAL)
Notary Public

My commission expires: 10/08/07

