


Doc ID: 002847330004 Type: CRP
Recorded: 05/28/2014 at 02:22:35 PM
Fee Amt: \$26.00 Page 1 of 4
Granville County, NC
Kathy M. Adcock Reg of Deeds
BK **1511** PG **892-895**

PREPARED BY AND RETURN TO: WARREN SHACKLEFORD, PLLC
PO BOX 1187
WAKE FOREST, NC 27588

NORTH CAROLINA	AMENDMENT TO THE DECLARATION
	OF PROTECTIVE COVENANTS FOR
GRANVILLE COUNTY	GRESHAM CROSSING SUBDIVISION

THIS AMENDMENT TO DECLARATION is made on this 30 day of April, 2014, by Gatekeeper Investments, LLC (“Gatekeeper”), who is the owner of at least seventy-five percent (75%) of the lots in Gresham Crossing Subdivision.

W I T N E S S E T H:

WHEREAS GATEKEEPER is the owner of at least seventy-five percent (75%) of the Lots in Gresham Crossing Subdivision, which Lots were subjected to that Declaration of Protective Covenants for Gresham Crossing Subdivision, recorded in Book 1163, Page 581, Granville County Registry on August 11, 2006 (hereinafter referred to as the “Declaration”); and

WHEREAS the Declaration provide in Article VII, Section 3 that the Declaration may be amended by a least seventy-five percent (75%) of the lot owners; and

WHEREAS GATEKEEPER owns at least seventy-five percent (75%) of the lots in Gresham Crossing Subdivision; and

WHEREAS GATEKEEPER desires to amend the Declaration in this document;

NOW, THEREFORE, Gatekeeper hereby declares that the Declaration shall be amended as follows:

1. Article I, Section 6 of the Declaration shall be amended to read as follows:

“Declarant” shall mean and refer to Gatekeeper Investments, LLC, its successors and assigns.

2. Article VI, Section 3, Paragraph (b) of the Declaration shall be amended to read as follows:

All style homes shall contain a minimum fifteen hundred (1500) square feet of heated living area excluding porches, carports, decks, or other out-structures.

3. Article VI, Section 3, Paragraph (d) of the Declaration shall be amended to read as follows:

All homes shall have partial stone or brick at the front elevation. All homes shall have a masonry foundation, and the masonry foundation is not required to be brick.

4. Article VI, Section 3, Paragraph (f) of the Declaration shall be removed from the Declaration.

5. Article VI, Section 3, Paragraph (m) of the Declaration shall be amended to read as follows:

No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted on any lot, where that industry, business, trade, occupation, or profession would advertise anywhere on the exterior of the home, on the lot, or anywhere in the subdivision, or where that industry, business, trade, occupation, or profession would bring customer traffic to the residence or subdivision. An exception to this limitation is that Gatekeeper may use any unsold home for sales or display purposes.

6. Article VI, Section 3, Paragraph (p) of the Declaration shall be removed from the Declaration.

7. Article VI, Section 3, Paragraph (s) of the Declaration shall be amended to read as follows:

No animals, livestock, poultry, or exotic animal of any kind may be raised, bred, kept, or permitted on any Lot, except that not more than three (3) dogs, cats, or other usual and common household pets may be kept on a Lot. Notwithstanding the foregoing, those pets which, endanger the health, make objectionable noise, have a vicious or dangerous propensity, or constitute a nuisance or inconvenience to the Owners of any Lot or the owner of any property located adjacent to the Subdivision, must be removed. No pets shall be kept, bred, or maintained for any commercial purpose. No household pet that has caused damage or injury may be walked in the Subdivision.

If the Declarant determines, in its sole discretion, that a pet endangers the health, makes objectionable noise, has a vicious or dangerous propensity, or constitutes a nuisance or inconvenience, Declarant may issue a written notice to Owner that said pet must be removed from the Subdivision within ten (10) calendar days. If Owner does not remove said pet within the time limit provided in the notification, Declarant may have the pet removed from the Subdivision by an animal control authority or other appropriate authority. The cost of such removal shall be the responsibility of Owner and shall be an assessment against the Lot of Owner.

No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for such structure have been approved by the Architectural Committee in accordance with this Declaration. A leash shall be used for all animals and pets which are outside the confines of their house or a fenced-in area.

8. Article VII, Section 3 of the Declaration shall be amended to read as follows:

Amendment. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless revoked by a vote of at least seventy-five percent (75%) of the lot owners. Any amendment must be approved either: (1) Where the Declarant owns at least one lot in Gresham Crossing Subdivision, by an amendment to the Declaration by the Declarant or (2) Where the Declarant does not own at least one lot in Gresham Crossing Subdivision, by a vote of seventy-five percent (75%) of the lot owners in Gresham Crossing Subdivision.

9. Article VII of the Declaration shall be amended to include:

Section 5. Annexation. Lots adjacent to the Gresham Crossing Subdivision may be annexed into Gresham Crossing Subdivision either: (1) Where the Declarant owns at least one lot in Gresham Crossing Subdivision, by an amendment to the Declaration by the Declarant and a vote of seventy-five percent (75%) of the adjacent lots to be annexed, or (2) Where the Declarant does not own at least one lot in Gresham Crossing Subdivision, by a vote of seventy-five percent (75%) of the lot owners in Gresham Crossing Subdivision, and a vote of seventy-five percent (75%) of the adjacent lots to be annexed, is required to annex the adjacent lots.

10. All other provisions of the Declarations remain in full force and effect.

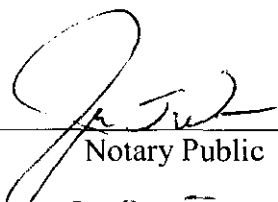
IN WITNESS WHEREOF, the undersigned, being Gatekeeper Investments, LLC, has signed and sealed this instrument, the 23rd day of ~~April~~^{May}, 2014.


Gatekeeper Investments, LLC,
A North Carolina limited liability company
By: Steven Hayes – Member

STATE OF NORTH CAROLINA
COUNTY OF 

I, a notary Public of the County and State aforesaid, certify that Steven Hayes personally appeared before me this day and acknowledged that he is Member of Gatekeeper Investments, LLC, a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him in the Company name as the act of the Company.

Witness my hand and official stamp or seal, this the 23 day of May 2014.


Notary Public

My Commission Expires: 10-3-2015

