

BK 2071 PG 512 - 513

Prepared by and return to McFarlane Law Office, PA, P.O. Box 127, Louisburg NC 27549

NORTH CAROLINA
GRANVILLE COUNTY

AMENDMENT AND RESTATEMENT OF
PROTECTIVE COVENANTS

NOW COMES Steven D. Wheeler, Jr., in conjunction with the provisions of the Protective Covenants recorded at Book 656, page 763, Granville County Registry, and the Road Maintenance Agreement recorded at Book 656, page 761, Granville County Registry, and hereby amends and restates said Covenants and Agreement, as follows:

WITNESSETH:

WHEREAS, Steven D. Wheeler Jr., is the owner of New Lots 5, 10 and 11 of "Buckeyes Way", as the same are shown on that certain map or plat recorded at Plat Book 53, page 59, Granville County Registry; and

WHEREAS, said New Lots 5, 10 & 11 were subdivided from former Lot 5 as shown on that certain map or plat recorded at Plat Book 23, page 161, Granville County Registry, which itself was subdivided from Tract 3 as shown on that certain map or plat recorded at Plat Book 15, page 199, Granville County Registry, as referenced in the above-referenced Protective Covenants and Road Maintenance Agreement; and

WHEREAS, the undersigned Steven D. Wheeler Jr. desires to reconfirm the application of said existing Protective Covenants and Road Maintenance Agreement to the above-referenced New Lots 5, 10 & 11, and to provide the following supplemental and additional Protective Covenants and Road Maintenance Provisions which shall apply only to said New Lots 5, 10 & 11;

NOW, THEREFORE, the undersigned Steven D. Wheeler Jr. hereby declares that the real property described as New Lots 5, 10 & 11 of "Buckeyes Way", located in Granville County, North Carolina, as

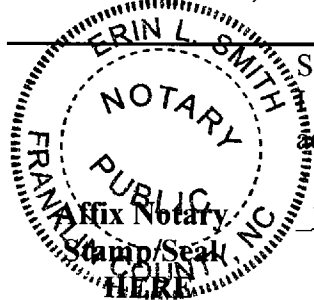
submitted electronically by "McFarlane Law Office, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Granville County Register of Deeds.

shown on that certain map or plat recorded at Plat Book 53, page 59, is and shall be held, transferred, sold and conveyed subject to the following Amendment:

1. All homes shall be a minimum of 1,750 heated square feet in size.
2. The owners of New Lots 5, 10 and 11 shall be solely responsible for maintenance of the portion of Carper Court designated as "Ext. of Carper Court" as shown on Plat Book 53, page 59, Granville County Registry. Said portion shall be maintained to the extent necessary to permit vehicular travel by private passenger vehicles and emergency vehicles. Maintenance shall be performed at least annually, and the costs shall be shared equally by all owners of New Lots 5, 10 & 11, except that any owner who causes damage to any part of the Extension of Carper Court, including employees, agents or guests of said owner, shall be solely responsible for repairing said damage.
3. The remaining provisions of the existing Protective Covenants and Road Maintenance Agreement referred to above, are reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the said Steven D. Wheeler Jr. has caused this instrument to be signed and sealed, this the 7 day of May, 2025.

Steven D. Wheeler Jr. (seal)
Steven D. Wheeler, Jr.



STATE OF NORTH CAROLINA, COUNTY OF Franklin
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document [**print name(s)**]:

Steven D. Wheeler Jr.

Date of Notarization: 5-7-26

Erin L. Smith
Notary Public Signature

My commission expires: 3-2-27
(date)

Print Notary Name Here =====> _____