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PREPARED BY AND RETURN TO: Donna M. Coleman
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Durham, N.C. 27717-1579

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS SET
FORTH BY JOAN WHISNANT, INC.,
AND RECORDED IN DEED BOOK 577,
PAGE 296, GRANVILLE COUNTY
REGISTRY

This Amendment, made and entered into the 28th of February,
1990, by Joan Whisnant, Inc., hereinafter referred to as
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property off of
S.R. 1139, County of Granville, State of North Carolina, which is
more particularly described as:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE.

WHEREAS, Declarant executed and recorded a document entitled
Declaration of Covenants, Conditions and Restrictions recorded in
Book 559, Page 604 of the Granville County Registry; and

WHEREAS, the Declarant amended said document and recorded
said amendment in a document entitled First Amendment to
Declaration of Covenants and Restrictions Set Forth by Joan
Whisnant, Inc. recorded in Book 562, Page 141 of the Granville
County Registry; and

WHEREAS, the Declarant amended, restated in full and
superseded said Declaration of Covenants, Conditions and
Restrictions with the Amended and Restated Declaration of

mailed 3-6-90

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Covenants, Conditions and Restrictions recorded in Book 577, Page 296 of the Granville County Registry and that said Amended and Restated Declaration of Covenants, Conditions and Restrictions amended, restated in full and superseded all prior recorded Declaration of Covenants;

WHEREAS, the Declarant wishes to amend said Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 577, Page 296, of the Granville County Registry, and by virtue of the execution and recording of this amendment, does so amend.

NOW, THEREFORE, Declarant hereto amends the above said document by adding the following provisions:

1.

Article I, Section 1. is hereby deleted and amended to read as follows:

Section 1 "Association" shall mean and refer to Wyndtree Association, Inc., a North Carolina nonprofit corporation, its successor and assigns.

2.

Article VII, Section 2 (o). is hereby deleted and amended to read as follows:

Section 2 (o) Declarant agrees to provide for the upkeep and maintenance of the private road or roads within the subdivision, including mowing and clearing of right-of-ways and cleaning of ditches, in accordance with the standards of Granville County ordinance until fifty-one (51%) percent of lots within the subdivision

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have been sold. Declarant will cut, grade and rock roadways within the 60 foot private right-of-way as shown on future plats, but said roadways may not be constructed or maintained to the minimum standards specified by the North Carolina Department of Transportation, and may not be accepted by the State or County for future maintenance. After fifty-one (51%) percent of lots within the subdivision have been sold, maintenance of said roadways will be the responsibility of the Association. The Association will, when necessary, contract out or otherwise provide for the maintenance of said roadways when needed, and shall have the power as hereinafter set forth, to specially assess equally those lot owners in Wyndtree Subdivision who have frontage on said private roadways. The Association shall continue to repair and upkeep the private roads until such time as the private roads are accepted by the North Carolina Department of Transportation into the State Highway System.

3.

Article VIII, Section 1. is hereby deleted and amended to read as follows:

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Section 1. Walks, Drives, Parking Areas, and Utilities.
All of the Common Area shall be subject to a perpetual nonexclusive easement or easements in favor of all Owners of Lots for their use and the use of their immediate families, guests, invitees, tenants or lessees for all property and normal purposes and for ingress, egress and regress for driveways, walkways, and parking areas, and all of the property shall be subject to perpetual non-exclusive easements in favor of all Owners of Lots for their use and the use of their immediate families, guests, invitees, or tenants for water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, and other public utilities all of which shall be established prior to subjecting the property to this Declaration by the Declarant or its predecessors in title and for the use of the Owner, their families, guests and tenants; and the Association shall have the power and authority to grant and to establish in, over, upon and across the Common Area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property and Wyndtree Subdivision.

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IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereto set its hand and seal this the 20th day of February, 1990.

JOAN WHISNANT, INC.

By: Joan J. Whisnant
President

ATTEST:
William P. Whisnant
Secretary



STATE OF NORTH CAROLINA

COUNTY OF Granville

I, Maria R. Land, a Notary Public for the above said County and State do hereby certify that William P. Whisnant personally appeared before me this day and acknowledged that he is the Secretary of Joan Whisnant, Inc., a 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 himself as its Secretary.

Witness my hand and official seal, this the 20th day of February, 1990.

Maria R. Land
Notary Public



My Commission Expires: 11-6-90

STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of Maria R. Land, a Notary Public of Granville County, N.C. is certified to be correct.

This instrument was presented for registration and filed in this office in Book 580 Page 137 This 20th day of March, 1990 at 3:06 o'clock P.M.

Flora O. Mamm
Register of Deeds
1400
N/