

Type of Instrument: FIRST AMENDMENT TO MASTER DECLARATION OF
PROTECTIVE COVENANTS FOR BARRINGTON
SUBDIVISION AND FIRST AMENDMENT TO RESTATED
MASTER DECLARATION OF PROTECTIVE COVENANTS
FOR BARRINGTON SUBDIVISION

Drawn By and

After recording, return To: W. Thurston Debnam, Jr.
Smith Debnam Narron Drake Saintsing & Myers, LLP
4601 Six Forks Road, Suite 400, Raleigh, NC 27609

**FIRST AMENDMENT TO MASTER DECLARATION OF PROTECTIVE
COVENANTS FOR BARRINGTON SUBDIVISION AND
FIRST AMENDMENT TO RESTATED MASTER DECLARATION
OF PROTECTIVE COVENANTS FOR
BARRINGTON SUBDIVISION**

**THE FOLLOWING STATEMENTS ARE REQUIRED BY THE NORTH CAROLINA
PLANNED COMMUNITY ACT:**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE
FLAG OF THE UNITED STATES OF AMERICA OR THE STATE OF NORTH
CAROLINA. THIS DOCUMENT REGULATES OR PROHIBITS THE
DISPLAY OF POLITICAL SIGNS.**

submitted electronically by "Smith Debnam Narron Drake Saintsing & Myers, LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

STATE OF NORTH CAROLINA

**FIRST AMENDMENT TO MASTER
DECLARATION OF PROTECTIVE
COVENANTS AND FIRST AMENDMENT
TO RESTATED MASTER DECLARATION OF
PROTECTIVE COVENANTS FOR
BARRINGTON SUBDIVISION**

COUNTY OF WAKE

THIS FIRST AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BARRINGTON SUBDIVISION and FIRST AMENDMENT TO RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BARRINGTON SUBDIVISION (this "First Amendment"), is made on the date hereinafter set forth by **264 INVESTMENTS, LLC**, a North Carolina limited liability company and **264 DEVELOPMENT, LLC**, a North Carolina limited liability company, also collectively referred to herein as "Declarant".

WITNESSETH:

WHEREAS, the Declarants named herein have previously executed that certain document known and Master Declaration of Protective Covenants for Barrington Subdivision recorded in Book 17412, Page 2696, Wake County Registry and that certain document known as the Restated Master Declaration of Protective Covenant for Barrington Subdivision recorded in Book 17414, Page 789, Wake County Registry ("the Prior Declarations"); and

WHEREAS, the Declarants desire to amend these Prior Declarations as set forth herein.

NOW, THEREFORE, the Declarant hereby adopts the following First Amendment by executing and publishing this First Amendment as follows:

Article X, Section 6. Liability of Declarant. Standards of Work and Design: The Developer is only held to the standards of governing body/municipality inspections and approvals or as amended from time to time by the Developer or the governing body/municipality. Once inspected and approved by a governing body/municipality the work and design is deemed accepted.

Article XI, Section 3(c). Procedure for Review by Architectural Review Committee is hereby amended to read as follows:

The Declarant or the Board, as applicable, may from time to time adopt procedures for the Architectural Review Committee to conduct the architectural reviews and its other duties, provided that such procedures do not conflict with the specific requirements of this Declaration. Subject to the rights of Declarant with respect to architectural review and approval, as determined by the Board in its sole discretion the Board may adopt a procedure for evaluating and processing architectural reviews which may include fees that utilizes the Architectural Review Committee or others as a committee to review requests for architectural approval and to recommend to the Board whether a request for architectural approval should be approved, denied, or approved subject to conditions, with the Board determining whether or not the request for architectural is approved, denied, or approved subject to conditions. If the Board adopts such a procedure, or if the Board elects to serve as the Architectural Review Committee, then the provisions herein for appeal of an Architectural Review Committee decision to the Board are not applicable. Such procedures may include reasonable fees for evaluating the requests and processing requests for approval, and also may include fees for the services of the Declarant, architects or other consultants to assist the Architectural Review Committee in its review of any Plans, the costs of all such fees being the responsibility of the applicant. Processing fees shall be due and payable to the Association at the time the Plans are submitted to the Architectural Review Committee, and the fees of the architects, Declarant or consultants shall be due and payable to the Association either at the time the Plans are submitted to it or immediately upon its receipt of an invoice therefor, as determined by the Architectural Review Committee from time to time. Prior to incurring any architects or consultants' fees not due and payable at the time Plans are submitted, the Architectural Review Committee shall afford the applicant a reasonable opportunity either to agree to pay such fees or to withdraw the request for approval. If request is withdrawn, there could still be fees associated with the evaluation of the request that will need to be paid. The sixty (60) day time period within which the Architectural Review Committee is required to respond to a request for approval does not commence until all processing fees and Declarant, architect's or consultants' fees due and payable at the time of submission of the request for approval have been paid. Notwithstanding anything to the contrary in this Article, in no event shall approval of Plans by the Architectural Review Committee be deemed to have been given until all such processing fees and Declarant, architect's or consultants' fees have been paid by the applicant. The payment of such fees and costs, as well as other expenses of the Architectural Review Committee required to be paid, whether or not the applicant's Plans are approved, is deemed to be a special individual assessment, enforceable against any applicant in the same manner provided herein for enforcement of other assessments.

ARTICLE XVII. RECREATIONAL AMENITIES is hereby amended to add the following:

Limitation of Liability. Neither the Declarant, nor any of its members, managers employees, agents, contractors, affiliates, subsidiaries, predecessors or successors (for the purposes of this paragraph, referred to as a "Named Person") shall be responsible or liable in any way to any Owner or to any other Person for any claims, causes of action, damages, judgments, liens, losses, injuries, demands, interference, liabilities, or obligations

whatsoever, that may result from property damage or personal injury in connection with such Owner or other Person's use of any Recreational Amenities, unless the same arises out of or results from the gross negligence or intentional act or omission of such Named Person, or unless the same arises out of or results from the act or omission of any such named Person while actually using the Recreational Amenities.

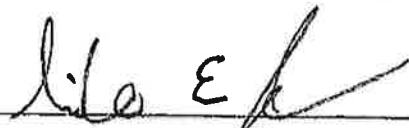
Article XXII, Section 14 is hereby deleted in its entirety.

IN WITNESS WHEREOF, Declarant and Builder have caused the Declaration to be executed in legal and binding form, by its duly authorized official, on the date indicated in the acknowledgement of such signature.

(SIGNATURE ON FOLLOWING PAGE)

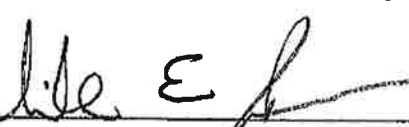
264 INVESTMENTS, LLC

By: JV MANAGEMENT, LLC, Manager

BY: 
Name: Michael E. Jordan, Manager
Title: Manager

264 DEVELOPMENT, LLC

By: JV MANAGEMENT, LLC, Manager

BY: 
Name: Michael E. Jordan, Manager
Title: Manager

NORTH CAROLINA
Wake COUNTY

I, a Notary Public of the County and state aforesaid, certify that Michael E. Jordan, personally came before me this day and acknowledged that he is Manager of JV Management, LLC, a North Carolina limited liability company, who is the Manager of 264 Investments, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of said limited liability company, the foregoing instrument was signed in its name by its Manager. Witness my hand and official stamp or seal this 18 day of December, 2020.

DEBORAH L. NEWMAN
Notary Public, North Carolina
Wake County
My Commission Expires
2-6-24

My commission expires: 2-6-24

Deborah L. Newman
Notary Public

NORTH CAROLINA
Wake COUNTY

I, a Notary Public of the County and state aforesaid, certify that Michael E. Jordan, personally came before me this day and acknowledged that he is Manager of JV Management, LLC, a North Carolina limited liability company, who is the Manager of 264 Development, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of said limited liability company, the foregoing instrument was signed in its name by its Manager. Witness my hand and official stamp or seal this 18 day of December, 2020.

Deborah L. Newman
Notary Public

My commission expires: 2-6-24

DEBORAH L. NEWMAN
Notary Public, North Carolina
Wake County
My Commission Expires
2-6-24