

WAKE COUNTY, NC 214
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/25/2010 AT 13:33:19

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STATE OF NORTH CAROLINA

WAKE COUNTY

Box 204

AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS &
RESTRICTIONS FOR CASTELLI SUBDIVISION

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS FOR CASTELLI SUBDIVISION made this 18th day of March, 2010 by
M.R. BRITT CONTRACTORS, INC. (hereinafter referred to as the "Association");

WITNESSETH

WHEREAS, Castelli Subdivision is subject to the Declaration of Covenants, Conditions
& Restrictions for Castelli Subdivision recorded in Book 12493, Page 1988, Wake County
Registry (hereinafter referred to as "Declaration"); and

WHEREAS, M.R. Britt Contractor, Inc. was the Declarant under the Declaration
described above; and

WHEREAS, Declarant desires to amend the Declaration; and

WHEREAS, the Declaration provides in Article XIII, Section 3, the Declaration may be
amended by the Declarant without the approval of any Lot Owners, as long as one Lot within the
property is owned by Declarant; and

NOW, THEREFORE, the Declarant hereby declares that the Declaration shall be amended s follows:

1. The Declarant's name is spelled wrong on the first page of the Declaration. The Declaration is hereby amended to correct this error and the Declaration shall be changed to reflect the true name of the Declarant: M.R. Britt Contractors, Inc.

2. Article I, Section 6 (b), of the Declaration shall include all easements of any type including but not limited to drainage easements and utility easements.

3. Article III, Section 1(d), of the Declaration shall be deleted in its entirety and replaced with the following:

(d) the right of the Association to dedicate, sell, lease or transfer all or any part of the Common Areas, or any interest therein, to any public agency, authority, or utility, or to any other person for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication, sale, lease or transfer shall be effective unless it has been approved by one half (1/2) membership vote and an instrument of dedication, sale, lease or transfer is in compliance with applicable governmental regulations.

4. Article III, Section 4, of the Declaration shall include any and all drainage easements and rights of way.

5. Article IV, Section 1, of the Declaration shall be deleted in its entirety and replaced with the following:

Section 1. Every Owner of a Lot shall be a Member of the Association and have voting rights as prescribed herein. Membership shall be appurtenant to and run with the ownership of a Lot. Membership in this association and ownership of a lot may not be separated.

6. Article V, Section 1, of the Declaration needs to be clarified in order to reconcile this section with Section 3. Article V, Section 1 of the Declaration is hereby amended to exclude all non-resident Lot owners from paying assessments which shall include the Declarant and all builders.

7. Article V, Section 3, of the Declaration is hereby amended to add the following sentence after the first sentence of this section:

Any and all fees associated with the street and entry lights shall be paid by each respective resident. Payment by each resident shall be by means of his or her monthly electric

bill to Wake Electric. Nonresidents lot owners, including the Declarant and any builder, shall not be liable for any fees associated with the street and entry lights.

8. Article V., Section 3(a), of the Declaration shall be deleted in its entirety and replaced with the following:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Association each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote by the Members. The Board shall have the right to increase the annual assessment in order to pay outstanding bills that the Association has incurred.

9. Article V, Section 3(b), of the Declaration shall be deleted in its entirety and replaced with the following:

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) membership vote, at a meeting duly called for this purpose.

10. Article V, Section 3(c), of the Declaration shall be amended to include the following: "unless the Board needs to raise the annual assessment in order to pay all outstanding bills ."

11. Article V, Section 3(d), of the Declaration shall be deleted in its entirety and replaced with the following:

(d) Owners who purchase Lots for the purpose of constructing dwellings, including the Declarant, shall not be liable to pay any assessments unless and until the dwellings are purchased from the builder and then the Lot owner will be responsible for the full assessment from that point forward.

12. Article V, Section 4, of the Declaration shall be deleted in its entirety and replaced with the following:

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon

the Common Areas, provided, however, any such assessment shall have the assent of two-thirds (2/3) membership vote of each membership class.

13. Article 5., Section 6, of the Declaration shall be amended to group any builder who owns a house that is not occupied in with the Declarant for the purposes of payment of any assessments.

14. The following language shall be deleted from Article V, Section 7:

“For the purpose of establishing such working capital fund, a sale by Declarant to a purchaser who intends solely to acquire such Lot in order to construct a residential dwelling structure thereon for resale purposes shall not be considered the initial sale; provided, however, the sale at which time a Lot shall become a Lot in Use shall be considered the initial sale for such purposes.”

15. Article V, Section 9, of the Declaration shall be deleted in its entirety and replaced with the following:

Section 9. Subordination of the Lien to Mortgage. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage that is recorded before the filing of a Claim of Lien by the Association. No sale or transfer shall relieve such Lot Owner from liability for any assessments unless extinguished by operation of law.

16. Article VI, Section 1, of the Declaration shall be deleted in its entirety and replaced with the following:

Section 1. General. Anything contained in this Declaration which may be construed to the contrary notwithstanding, no tree removal, site preparation on any Lot or change in grade or slope of any Lot or erection of buildings or exterior additions or alterations to any building situated upon the Property or erection of or changes or additions in fences, hedges, walls and other structures, or construction of any swimming pools or other improvements, shall be commenced, erected or maintained on any Lot until the Architectural Control Committee has approved the plans and specifications therefor and the location of such improvements. The Declarant shall be the Architectural Control Committee until it relinquishes that power to the Association to appoint a new Architectural Control Committee.

17. Article VI, Section 2, of the Declaration shall be deleted in its entirety and replaced with the following:

Section 2. Composition. Declarant shall be the Architectural Control Committee until it relinquishes that power. At such time Declarant desires to give up control over the architectural control committee, Declarant shall appoint three (3) individuals to serve on the Architectural Control Committee, each generally familiar with residential and community development design matters and knowledgeable about the Declarant's concern for high level of taste and design standards within Castelli Subdivision. Subsequent Architectural Committee members shall be appointed by the Board of Directors of the Association, in accordance with the Bylaws of the Association. At no time, either during Declarant's control or after, shall any member of the Architectural Control Committee be liable for claims, causes of action or damages (except where occasioned by gross negligence or willful misconduct of such member) arising out of services performed pursuant to this Declaration.

18. The thirty (30) day time limit for the Architectural Committee to approve submittals in Article VI, Section 7, of the Declaration shall be changed to sixty (60) days after the initial submittal.

19. Article VI, Section 6, of the Declaration shall be amended to include the following phrase after \$1,000.00, "in fair market value". Additionally, the term improvement shall also include "exterior skin".

20. The words "and Declarant" shall be included after Board of directors in the first sentence of the second paragraph of Article VIII, Section 2.

21. The following additional language shall be added to the end of Article VIII, Section 3:

"Obnoxious or offensive activity shall include the playing of music outside the residence where it is able to be heard clearly by any of the Lot Owners in Castelli Subdivision. No working on or repairing of any motor vehicle of any kind is permitted on the Property."

22. Article VIII, Section 6, of the Declaration shall include the following language:
"All liability of any kind or nature associated with the sign easement will be transferred to the Association upon transfer of that sign easement to the Association."

23. Article VIII, Section 10, of the Declaration shall be amended to include the following language at the end of the provision:

“Notwithstanding the previous provisions, each Lot Owner shall only have one (1) vehicle per licensed driver parked on their lot outside of a garage. Vehicles shall include all cars, trucks, motorcycles, ATVs, and any other vehicles powered by an engine or motor. Temporary guests are hereby excepted from this provision. Additionally, no mechanic work or maintenance of motor vehicles shall take place outside of a garage on any Lot. No motor vehicle shall be parked on any non-paved surfaces.”

24. Article VIII, Section 13, of the Declaration shall be deleted in its entirety and replaced with the following:

Section 13. Guest Facility. A guest apartment or guest facility may be included as part of a main detached single family dwelling or accessory building, upon receipt of necessary governmental approvals as well as approval from the Architectural Committee.

25. Articles VIII, Section 16, of the Declaration shall be amended to add “and the Architectural Control Committee” after the word “Board” in this Section.

26. Article VIII, Section 17 shall be amended by deleting the word “Board” and inserting the word “Declarant”.

27. Article IX, Section 1 shall be deleted and replaced with the following:

Section 1. Square Footage. Any dwelling erected on a detached single-family residential Lot shall contain a minimum enclosed dwelling area of 3,000 square feet with a minimum enclosed area of 3,000 square feet with a minimum of 1,900 square feet being located on the first floor. In addition thereto, and unless a variance is granted therefore as provided herein, all dwellings shall have an enclosed two car garage attached to the main dwelling. The term “enclosed dwelling area” as used in this Section 1 shall mean the total enclosed area within a dwelling that may be subject to heating and cooling; provided however, that the term specifically does not include garages, terraces, open porches, decks, stoops and like areas. Variances of these square footage requirements may be granted by the Declarant and/or Architectural Control Committee pursuant to Article VI. “Roughed in” area may be included in the definition of enclosed dwelling area on a case by case basis. The Architectural Committee or Declarant has right to approve unfinished space that is “roughed in” as part of the enclosed dwelling area.

28. Article IX, Section 5, of the Declaration shall be amended by the insertion of the phrase and/or the Declarant after the word Board in the first sentence of that section.

29. Article X, Section 5, of the Declaration shall include "the Declarant" as beneficiary of any insurance policy.

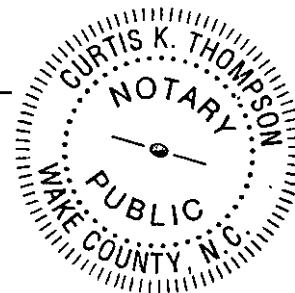
30. Article XIII, Section 3, of the Declaration shall be amended to include the following language: "Declarant shall have the right veto any amendment passed by the Lot Owners or Board as long as Declarant owns at least one (1) Lot within the Property.

31. Except as set forth the herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has signed and sealed this instrument, the day and year first hereinabove written.

M.R. BRITT CONTRACTOR, INC.

BY: 
M. Roland Britt, President



NORTH CAROLINA

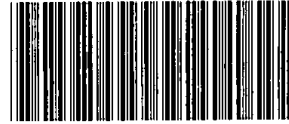
Wake COUNTY

I, Curtis K. Thompson, a Notary Public of the aforesaid County and State do certify that **M. Roland Britt**, personally appeared before me this day and acknowledged that he is the president of M.R. Britt Contractor, 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.

Witness my hand and notarial seal, this the 18th day of March, 2010.


Notary Public

My Commission Expires: 9-7-2010



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Register of Deeds**

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