

STATE OF NORTH CAROLINA
FRANKLIN COUNTY

AMENDMENT TO PROTECTIVE COVENANTS
MEADOW LAKE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that Donnybrook, LLC, a North Carolina Limited Liability Company, Declarant, and Eugene Kinsella do hereby establish and set forth the following Amendment to Protective Covenants.

WITNESSETH

THAT WHEREAS, Declarant is the developer of Meadow Lake Subdivision; and,

WHEREAS, the said Subdivision was subjected to Protective Covenants of record in Book 2175, page 574, Franklin County Registry, which was rerecorded in Book 2177, page 1838, Franklin County Registry; and,

WHEREAS, the covenants provide that they can be amended pursuant to the term thereof; and,

WHEREAS, the Declarant owns a majority of the lots of Meadow Lake Subdivision; and,

WHEREAS, the amendment is not prohibited by NCGS Chapter 47F, does not materially alter or change any owner's right to use and enjoyment of such owner's lot or the common area, and does not adversely affect the title to any lot; and,

WHEREAS, Declarant now desires to amend said Covenants and subject said Property to these Amended Protective Covenants hereinafter set forth, and does hereby declare that the said Property shall be held, transferred, sold and conveyed subject to the amended covenants and conditions hereinafter set out.

NOW THEREFORE, the said Covenants are amended as follows:

Article VIII, No. 8 Fences is deleted and replaced with a new No. 8 which shall henceforth read as follows:

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8. Fences and Party Walls

No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Property or Subdivision, including any Lot, without the prior written consent of the ACC. All fences shall have and maintain a uniform appearance. The ACC may issue guidelines detailing acceptable fence types or specifications, but all such fences or fencing type barriers must be made of material approved by the ACC and in no event may an uncoated chain link or barbed wire fence be approved. Each wall or fence built as a part of original construction on the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions. If a party wall or fence is destroyed by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Any Owner performing any such repair or restoration shall have the right to go upon the adjoining Lot (s) to the extent necessary to perform such repair or restoration. Such repair or restoration shall be done expeditiously and upon completion, such Owner shall restore the adjoining Lot to as near the same condition which prevailed on it before the commencement of such repair and restoration as is reasonably possible. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title. Notwithstanding anything provided herein to the contrary. The ACC shall have the right to erect fencing of any type considered appropriate or desirable at any location on the Common Area. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or to any fence installed by the ACC or Builder.

Except as specifically amended herein, the Protective Covenants of Meadow Lake Subdivision as recorded in Book 2175, Page 574 and re-recorded in book 2177, Page 1838, Franklin County Registry.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be signed by them as of the date of the latest signature herein. That Eugene Kinsella executes this Amendment to Protective Covenants as President of the Association as certification that the Amendment has been correctly adopted in accordance with the provisions of the Declaration.

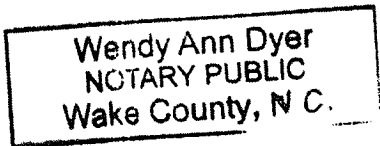
Donnybrook, LLC

by *ger tank* (SEAL)

STATE OF *nc*; COUNTY OF *Wake*

I, the undersigned Notary Public in and for the above County and State, do hereby certify that **Donnybrook, LLC** either () personally known to me or () proven by satisfactory evidence (said evidence being _____), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her/them for the purposes stated therein. Witness my hand and notarial seal, this *8th* day of *September*, 2020.

(Notary Seal)



Wendy Ann Dyer
Notary Public

Wendy Ann Dyer
Printed or Typed Name

My commission expires: *10-9-2023*

Eugene Kinsella (SEAL)
Eugene Kinsella - President

STATE OF NC; COUNTY OF Wake

I, the undersigned Notary Public in and for the above County and State, do hereby certify that **Eugene Kinsella**, either () personally known to me or () proven by satisfactory evidence (said evidence being _____), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her/them for the purposes stated therein. Witness my hand and notarial seal, this 8th day of September, 2020.

(Notary Seal)

Wendy Ann Dyer
NOTARY PUBLIC
Wake County, N.C.

Wendy Ann Dyer
Notary Public

Wendy Ann Dyer
Printed or Typed Name

My commission expires 10-9-2023