

Prepared by: Kenneth Evans
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NORTH CAROLINA
JOHNSTON COUNTY

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKESIDE TOWNES AT PLANTATION POINTE

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAKESIDE TOWNES AT PLANTATION POINTE made and entered into this ____ day of November, 2008, by ROYAL FLUSH DEVELOPMENT, LLC, a North Carolina Limited Liability Company (hereinafter referred to as "Declarant");

WITNESSETH:

THAT WHEREAS, Declarant is the owner of Units within a subdivision in the County of Johnston, State of North Carolina, known as Lakeside Townes at Plantation Pointe; and

WHEREAS, Declaration of Covenants, Conditions, and Restrictions for Lakeside Townes at Plantation Pointe (hereinafter referred to as "Covenants") were recorded in Book 3224, Page 934 - 976, Johnston County Registry; and

WHEREAS, the undersigned, being the developer and operating under Article 12, Section 1 of the Covenants and Exhibit C Architectural Guidelines and Article 6, Section 2 of Exhibit D By-Laws, desire to and do hereby amend the Covenants for Lakeside Townes at Plantation Pointe in the following manner:

Exhibit D By-Laws of Lakeside Townes at Plantation Pointe Homeowners Association, Inc., Article 3, Section 15(d) shall be deleted and replaced with the following language:

(d) Providing for the operation, care, upkeep, and maintenance of the
Common Area, Limited Common Area, Lots, Lots in Use, and amenities;

and, Exhibit C Architectural Guidelines, section entitled Setbacks shall be deleted and replaced with the following language:

SETBACKS

All residential structures; townhouses, garages, carports, shall be built within designated surveyed lots as recorded in Plat Book 69, Pages 122, 123, and 124, Johnston County Registry and recorded as amended in Plat Book 72, Pages 492, 493 and 494, Johnston County Registry.

and, Exhibit B, Use Restrictions, Section 2(e), the words "The Village at Plantation Pointe" shall be deleted and replaced with the following language:

Lakeside Townes at Plantation Pointe

and, Exhibit B, Use Restrictions, Section 2(i), the following language shall be added to the end of the paragraph:

And, in the course of construction, interior lot lines may be re-platted to accommodate the different character and variety of dwellings as they are constructed.

and, Exhibit A shall have the following language added to the end of the first paragraph:

And Plat Book 72, Pages 492 – 494, Johnston County Registry, to which reference is hereby made for further description.

and, Declaration of Covenants, Conditions, and Restrictions for Lakeside Townes at Plantation Pointe, Article 7, Section 1, the second and third paragraphs shall be deleted and replaced with the following language:

The Association shall provide exterior maintenance upon each Townhouse, which is subject to Assessment, and Common Areas, and Limited Common Areas, and Lots, and Lots in Use, as follows:

The Association shall stain and paint the exterior of Townhouses and replace roofs. Cleaning exterior Building surfaces, gutters and downspouts; annual termite inspection; repair and maintain driveways, parking areas and streetlights, street signs and community signs. Replace, repair and care for walks, trees, shrubs, grass and other such exterior landscape improvements. Except that, the Association shall not replace, repair and care for walks, trees, shrubs, grass and other such exterior landscape improvements located within a fenced enclosure.

and, Declaration of Covenants, Conditions, and Restrictions for Lakeside Townes at Plantation Pointe, Article 9, shall have an additional section added using the following language:

Section 6. Easement for Maintenance of Lots and Lots in Use

The Association shall have such easements of all Lots and Lots in Use for the repair, replacement, care and maintenance of walks, trees, shrubs, grass and other such exterior improvements as set forth in the Covenants, Use Restrictions, Architectural Guidelines, and By-Laws of Lakeside Townes at Plantation Pointe Homeowners Association, Inc.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in its name by its Manager, with authority by its Members, the day and year first above written.

DECLARANT:
ROYAL FLUSH DEVELOPMENT, LLC

By: *James M. Gilbert*
James M. Gilbert, Manager

STATE OF NORTH CAROLINA
COUNTY OF Johnston

I, the undersigned, a Notary Public of the County and State aforesaid, certify that James M. Gilbert personally appeared before me this day and acknowledged that he is a Manager of ROYAL FLUSH DEVELOPMENT, LLC a North Carolina limited liability company, and that by authority duly given and as an act of the limited liability company, the foregoing instrument was signed in its name by its Manager.

Witness my hand and official stamp or seal this 13 day of November, 2008.

Hannah A. Bradley
HANNAH A. BRADLEY
NOTARY PUBLIC
JOHNSTON COUNTY, N.C.
My Commission Expires 09/14/13