

Prepared and Hold for: Kristoff Law Offices, P.A.

NORTH CAROLINA
JOHNSTON COUNTY

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
MASSEY FARM

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 10th day of May, 2016, by RRT Development, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant"; Homes by Michael Ford, LLC, a North Carolina limited liability company, Michael Ford Building Company, LLC, a North Carolina limited liability company, JR Stephenson Homes, Inc., a North Carolina corporation and On Top Building Company, LLC, a North Carolina limited liability company, hereinafter jointly referred to as "Owners".

WITNESSETH:

WHEREAS, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Massey Farm Subdivision which is recorded in Deed Book 4709, Page 731, Johnston County Registry (the "Declaration"); and

WHEREAS, the Owners are the owners of Lots 2, 3, 5, 6, 7, 8, 9, 10, 13, 14, 17 and 18, Massey Farm Subdivision, as shown on those maps recorded in Plat Book 82, Pages 175-177, Johnston County Registry; and

WHEREAS, Declarant desires to make several amendments to the Declaration and the Owners have agreed to such amendments; and

WHEREAS, pursuant to Sections 15.1 and 15.2 of the Declaration, Declarant and Owners may amend the Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by all parties hereto, the Declaration is hereby amended as follows:

1. Articles III, Section 3.2 of the Bylaws of Massey Farm which are recorded with the Declaration is hereby deleted in its entirety and replaced with the following paragraph:

3.2. Number of Directors. The Board shall consist of five directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three directors as identified in the Articles of Incorporation.

2. Paragraph 2(c) of the Initial Use and Restrictions as set forth in the Declaration is hereby deleted in its entirety and replaced with the following paragraph:

(c) No animal, livestock or poultry of any kind shall be raised, bred or maintained on any lot except that three (3) dogs or cats per lot may be kept either inside or outside of the home, provided that (1) they are not kept, bred or maintained for commercial purposes and (2) the animal shall not run at large in the subdivision or be kept in violation of applicable governmental laws and ordinances. Any pet that is not on the premises of the homeowner shall be on a leash and accompanied by the owner or someone with the owner's permission. The owner of any pet which damages another lot owner's personal or real property shall be responsible for any such damage caused by such pet. No person shall keep, maintain or permit the keeping or maintaining of any animal which, by habitual or frequent sound or other noise, shall disturb any person in the subdivision, or shall create a nuisance within Massey Farm.

3. Paragraph 2(o) of the Initial Use and Restrictions as set forth in the Declaration is hereby deleted in its entirety and replaced with the following paragraph:

(o) Except as provided in the Declaration for Massey Farm, hedges, walls or fences may be permitted subject to Reviewer approval. Approval may be based on, but not limited to, type, style and location of the proposed structure. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion in Massey Farm, including any Unit, without the prior written consent of the ARC. Declarant has determined that black coated chain link fencing, white vinyl privacy fencing and wood privacy fencing, all not to exceed five feet in height, are acceptable materials for use in fencing, subject to written approval by the ARC prior to the installation of any fence on any Unit..

4. Paragraph 2(y) of the Initial Use and Restrictions as set forth in the Declaration is hereby deleted in its entirety and replaced with the following paragraph:

(y) Any house, garage or outbuilding constructed on any lot in Massey Farm shall be constructed in accordance with the setback requirements set forth in the Johnston County Subdivision Regulations in effect at the time that said house, garage or outbuilding is constructed on a Unit. Further, any outbuilding that is constructed on any lot in Massey Farm must match the house that is located upon such lot in color and material and must be approved in writing by the ARC prior to commencement of construction of such outbuilding or the placing of such outbuilding on a lot.

5. Paragraph 2(aa) of the Initial Use and Restrictions as set forth in the Declaration is hereby deleted in its entirety and replaced with the following paragraph:

(aa) Each Unit Owner shall be responsible for maintaining the area between their front property line and the edge of the asphalt street, including the driveway. No Owner shall plant a vegetable garden in the front yard of a Unit or any mass plantings on a Unit except with the prior written approval of the ARC. Further, no Owner may grade their Unit such that the approved drainage flow as set forth on the recorded plats for Massey Farm are affected or modified. In the event that an Owner does grade their Unit in violation of the approved drainage flow as set forth on the recorded plats for Massey Farm, such offending Owner shall be responsible for all damages to any neighboring Unit or Massey Farm Subdivision caused by virtue of the changed drainage flow or pattern. Further, no Unit Owner shall place rocks, bricks or any type of construction material around the ends of any driveway pipes on any Unit. In the event any Unit Owner installs such materials around their driveway pipes, such Unit Owner shall be solely responsible for the costs to remove such materials and for any costs incurred by Declarant to repair any damage to the street rights-of-way caused by the installation of such materials on the driveway pipes.


6. Except as amended herein, the Declaration shall remain in full force and effect and shall be unaffected by this Amendment.

2016. IN WITNESS WHEREOF, Declarant has executed this document the 10th day of May, ~~2015~~.

Declarant:

RRT DEVELOPMENT, LLC,
a North Carolina limited liability company

By:



Manager

NORTH CAROLINA
JOHNSTON COUNTY

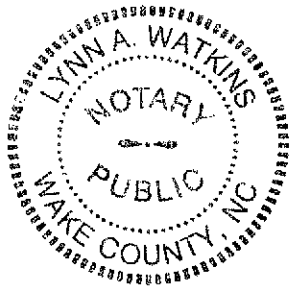
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Charles Phillip Tyler, Manager

Date: May 10, 2016

Lynn A. Watkins

Print Name: Lynn A. Watkins

My Commission Expires: 12-7-2016



Owner:

HOMES BY MICHAEL FORD, LLC,
a North Carolina limited liability company

[Handwritten signature]

By:

Manager

NORTH CAROLINA
JOHNSTON COUNTY

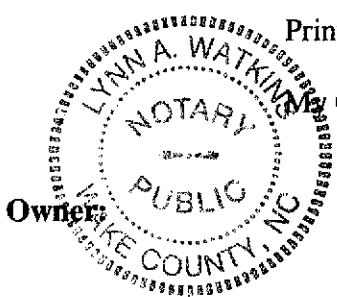
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael Ford, Manager.

Date: May 6, 2016

Lynn A. Watkins

Print Name: Lynn A. Watkins

Commission Expires: 12-7-2016



Owner:

MICHAEL FORD BUILDING COMPANY, LLC,
a North Carolina limited liability company

[Handwritten signature]

By:

Manager

NORTH CAROLINA
JOHNSTON COUNTY

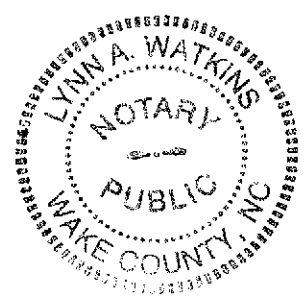
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael Ford, Manager.

Date: May 10, 2016

Lynn A. Watkins

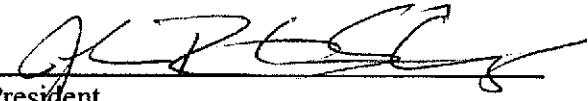
Print Name: Lynn A. Watkins

My Commission Expires: 12-7-2016



Owner:

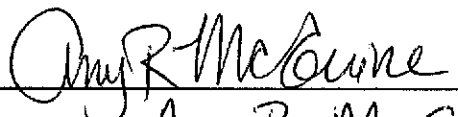
JR STEPHENSON HOMES, INC.,
a North Carolina corporation

By: 
President

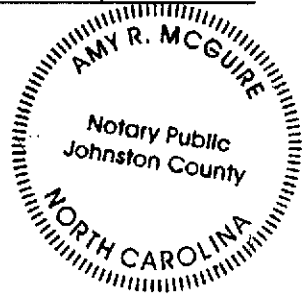
NORTH CAROLINA
JOHNSTON COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John R. Stephenson, President

Date: 05-09-2016


Print Name: Amy R. McGuire

My Commission Expires: 10/29/17



Owner: ON TOP BUILDING COMPANY, LLC,
a North Carolina limited liability company

By: Blandie H. Robertson
Manager

NORTH CAROLINA
JOHNSTON COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Blandie H. Robertson, Manager

Date: May 9, 2016

Lynn A. Watkins

Print Name: Lynn A. Watkins

My Commission Expires: 12-7-2016

