

NOW COME the undersigned lot owners, comprising ninety (90) percent of the lot owners in Three Colonies, Section 1, 2 and 3, and do hereby, pursuant to Article XI, Section 3, amend that certain Declaration of Covenants, Conditions and Restrictions recorded in Book 2424, Page 163, Cumberland County Registry, as amended in Book 2497, Page 849, in pertinent part as follows:

Article II, Section 2, is amended by adding thereto the following:

"Only one (1) right of enjoyment is contemplated for each lot and once an owner delegates, in accordance with Section 2, his right of enjoyment to the common area and facilities to another, the owner may not simultaneously exercise such right of enjoyment. However, the owner does remain responsible for the actions of his tenant or family member to whom he has delegated such right of enjoyment."

Article III, Section 2, Class C., is amended by adding thereto the following:

"Each Class C member shall sod his or her front yard grass area and shall provide maintenance for the painting, repairing, replacing and caring of roofs, gutters, downspouts, exterior building surfaces, awnings, private drives, storm drainage systems, irrigation systems, landscaping, exterior lighting, perimeter wall and perimeter fencing and such exterior maintenance shall be performed as prescribed by the Architectural Board. In the event an Owner neglects or otherwise refuses to sod the front yard grass area, or otherwise maintain his or her home and other accoutrements in a state of repair consistent with the beauty and welfare of the remaining area, then, and in that event, the Architectural Control Board may effect such maintenance, repairs or replacement, and the cost of such maintenance, repairs and replacements shall be added to and become a part of the assessment to which such lot is subject pursuant to Article IV of the Declaration of Covenants, Conditions and Restrictions.

Article V is amended by adding thereto the following:

"All decisions of the Architectural Committee shall be enforced by the Board of Directors on behalf of the Association."

Article VIII, Section 5, is amended by adding thereto the following:

"Section 5. Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot or upon the common area, except that the keeping of orderly domestic pets (dogs or cats) shall be permitted subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days written notice from the Board of Directors. Such pets shall not be permitted upon the common area unless accompanied by an adult and unless carried or leashed. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law."

Article VIII, is amended by adding thereto the following:

"Section 9. Junk Automobiles and Commercial Vehicles. No automobile or motor vehicle may be dismantled or repaired on said property, and no mechanically defective automobile, motor vehicle, mechanical device, machine, machinery, or junk car, shall be placed or allowed to remain on said property at any time. Commercial vehicles defined as 5,000 pounds gross weight and/or thirty (30') feet in length shall not be permitted to remain in the residential area and any junk automobiles or commercial vehicles remaining on the premises in violation of this covenant may be removed by tow truck at the owner's expense. Failure of the owner to pay such expense shall result in such expense being added to the assessment against the lot and shall be enforced with regular levied assessments in accordance with these covenants.

Article VIII is amended by adding thereto the following:

"Section 10. In the event of fire damage to any existing living unit the damage must be repaired immediately. If the living unit is totally destroyed or partially destroyed, the appropriate repair or replacement must be done within one (1) year from the damage. The living unit must be rebuilt to the previous style, design and at least comparable market value and shall be subject to Architectural Committee approval as provided for in Article V."

Article VIII is amended by adding thereto:

"Section 11. Only two (2) adults and/or three (3) children shall be permitted to occupy a single residence without the written consent of the Board of Directors of the Homeowners Association. The purpose and intent of this covenant is to restrict the residencies to a single family unit."

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this the 8th

day of MARCH, 1993.

(8 properties)

Louise Gollenberger (SEAL)

Robert Gollenberger (SEAL)

NORTH CAROLINA
CUMBERLAND COUNTY

I, Mary Gray Russell, a Notary Public in and

for said County and State, do hereby certify that Louise Gollenberger
+ Robert Gollenberger.

did personally appear before me this day and acknowledged the due execution of the
foregoing document for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 8 day of March, 1993.

MY COMMISSION EXPIRES:

2 April 95

Mary Gray Russell
NOTARY PUBLIC

NORTH CAROLINA
CUMBERLAND COUNTY

I, _____, a Notary Public in and

for said County and State, do hereby certify that _____

_____ did personally appear before me this day and acknowledged the due execution of the
foregoing document for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 1993.

MY COMMISSION EXPIRES:

NOTARY PUBLIC