



2006047349

FOR REGISTRATION REGISTER OF DEEDS
Willie L Covington
DURHAM COUNTY, NC
2006 OCT 04 02:21:33 PM
BK:5379 PG:626-629 FEE:\$20.00

INSTRUMENT # 2006047349

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

AMENDMENT TO DECLARATION OF
OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE
EVERWOOD PROPERTY OWNERS
ASSOCIATION, INC.

THIS AMENDMENT, made and entered this 21 day of September, 2006, by
OLD CHAPEL HILL PROPERTIES, LLC., a North Carolina limited liability company (the
“Declarant”) owner of the property described in Schedule A of that Declaration of Covenants,
Conditions and Restrictions for the Everwood Property Owners Association, Inc., dated June 22,
2006 and filed June 30, 2006 in Book 5267, Page 868, in the Durham County North Carolina
Public Registry (the “Declaration”).

WITNESSETH

WHEREAS, said Declaration of Covenants, Conditions, and Restrictions names the
home owners association specified therein as “Everwood Property Owners Association, Inc.”;
and

WHEREAS, the North Carolina Secretary of State denied formation of a non-profit
corporation named “EVERWOOD PROPERTY OWNERS ASSOCIATION, INC.”; and

WHEREAS, the Declarant desires to amend the above-referenced Declaration of
Covenants, Conditions, and Restrictions;

NOW, THEREFORE, pursuant to Article IX, Section 10 of said Declaration, the
Declarant hereby declares the said Declaration of Covenants, Conditions, and Restrictions
recorded in Book 5267 Page 868, Durham County Public Registry, to be amended as follows:

Return To:

OLD CHAPEL PROPERTIES LLC
721 MOUNT CARMEL CHURCH ROAD
CHAPEL HILL, NC, 27517

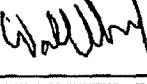
REPLACE all references made in said Declaration to the "EVERWOOD PROPERTY OWNERS ASSOCIATION, INC." with the actual name of the association as filed with the North Carolina Secretary of State, namely the "EVERWOOD HOME OWNERS ASSOCIATION, INC."

The Declarant desires to amend only this item in said Declaration of Covenants, Conditions, and Restrictions as stated in Book 5267, Page 868 Durham County Public Registry. In all other respects, the Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

OLD CHAPEL HILL PROPERTIES, LLC

BY: 
DAVID H. DANIEL, Manager

BY: 
WALKER HARRIS, Manager

STATE OF NORTH CAROLINA

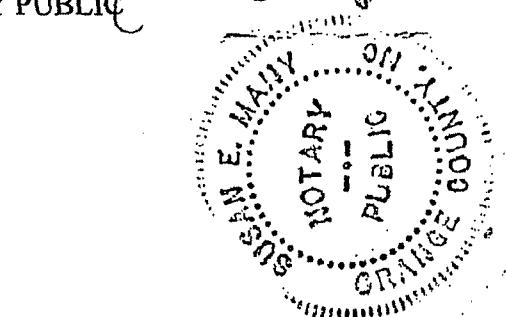
ACKNOWLEDGMENT

COUNTY OF Orange

I, Susan E. Many a notary public of the county and state aforesaid, certify that DAVID H. DANIEL, Manager of OLD CHAPEL HILL PROPERTIES, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company.

WITNESS my hand and official stamp or seal this, the 27th day of September, 2006.

Susan E. Many
NOTARY PUBLIC



MY COMMISSION EXPIRES:

11/24/2008

STATE OF NORTH CAROLINA

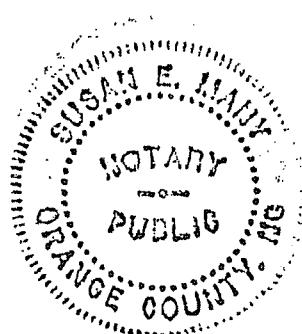
ACKNOWLEDGMENT

COUNTY OF Orange

I, Susan E. Many a notary public of the county and state aforesaid, certify that WALKER HARRIS, Manager of OLD CHAPEL HILL PROPERTIES, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company.

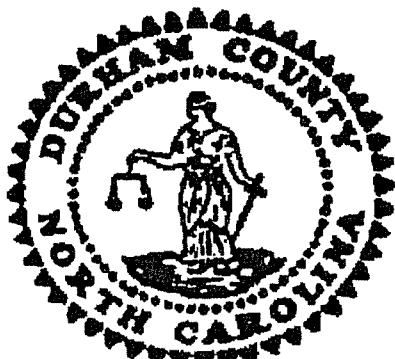
WITNESS my hand and official stamp or seal this, the 27th day of September, 2006.

Susan E. Many
NOTARY PUBLIC



MY COMMISSION EXPIRES:

11/24/2008



WILLIE L. COVINGTON
REGISTER OF DEEDS, DURHAM COUNTY
DURHAM COUNTY COURTHOUSE
200 E. MAIN STREET
DURHAM, NC 27701

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It is part of recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 10/04/2006 02:21:33 PM
Book: RE 5379 Page: 626-629
Document No.: 2006047349
AMD 4 PGS \$20.00

Recorder: JENNIFER H SMITH



2006047349



2007018577

FOR REGISTRATION REGISTER OF DEEDS
Willie L. Covington
DURHAM COUNTY, NC
2007 APR 27 01:42:50 PM
BK:5586 PG:84-91 FEE:\$32.00

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

INSTRUMENT # 2007018577

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS & FIRST AMENDMENT TO THE BYLAWS FOR THE
EVERWOOD HOME OWNERS ASSOCIATION, INC.

w. h. Lambe Jr.
mailed to: 3708 Mayfair St. Durham, nc 27707

Prepared by: W.H. Lambe, Jr.

THIS AMENDMENT, made and entered this the 26th day of April, 2007, by OLD CHAPEL PROPERTIES, LLC., a North Carolina limited liability company (the "Declarant") owner of the property described in Schedule A of that Declaration of Covenants, Conditions and Restrictions for the Everwood Home Owners Association, Inc., dated June 22, 2006 and filed June 30, 2006 in Book 5267, Page 868-907, in the Durham County North Carolina Public Registry, which Declaration also includes the Bylaws for the Everwood Home Owners Association, Inc. (alternatively and as the case shall be, the "Declaration" or "Bylaws").

WITNESSETH

WHEREAS, said Declaration was first amended to replace all references made therein to the "EVERWOOD PROPERTY OWNERS ASSOCIATION, INC." with the actual name of the association, namely the "EVERWOOD HOME OWNERS ASSOCIATION, INC.", dated September 27, 2006 and filed October 4, 2006 in Book 5379, Page 626-629, in the Durham County North Carolina Public Registry; and

WHEREAS, the Declarant desires to further amend the Declaration to include the transfer provisions in Paragraph 3 of the Stormwater Facility Agreement and Covenant Version 082203 dated April 4, 2006 and filed May 17, 2006 in Book 5211, Page 552-560; Paragraph 3 of the Stormwater Facility Agreement and Covenant Version 082203 dated April 4, 2006 and filed May 17, 2006 in Book 5211, Page 561-569; and Paragraph 3 of the Stormwater Facility Agreement and Covenant Version 082203 dated April 4, 2006 and filed May 17, 2006 in Book 5211, Page 570-578 in the Durham County North Carolina Public Registry; and

WHEREAS, the Declarant desires to further amend the Declaration, more specifically Article VI, Section 3(a), to institute an initial charge equal to two months assessment at closing on the first sale to be used as working capital for the Association and to increase the annual assessment per Lot for the initial year of operation of the Association from a maximum of One Hundred Dollars (\$100.00) per year to a maximum of Five Hundred Forty Dollars (\$540.00) per year, payable quarterly at the rate of One Hundred Thirty Five Dollars (\$135); and

WHEREAS, the Declarant desires to further amend the Declaration, more specifically Article VI, Section 3(c), to provide for a Class B rate equal to 25% of that of the Class A rate; and

WHEREAS, the Declarant desires to amend Article III, Section 5 of the Bylaws to provide a three year staggered term and to set forth the procedure for the removal or resignation of the members of the Association's Board of Directors; and

NOW, THEREFORE, pursuant to Article IX, Section 10 of the Declaration and Article XII, Section 2 of the Bylaws, the Declarant hereby declares that the Declaration and Bylaws recorded in Book 5267 Page 868-907, Durham County Public Registry, be amended as follows:

1. Add a new "Article XI" to the Declaration entitled "Stormwater Facility Agreement and Covenant" which shall read as follows:

"Notwithstanding any provisions contained in this Declaration to the contrary,

- (i) The particular tract or group of tracts described in Schedule A of this Declaration upon which a stormwater facility is located (the "Facility") is a part of the common elements and shall be subject to the Stormwater Facility Agreement and Covenant Version 082203 dated April 4, 2006 and filed May 17, 2006 in Book 5211, Page 552-560, the Stormwater Facility Agreement and Covenant Version 082203 dated April 4, 2006 and filed May 17, 2006 in Book 5211, Page 561-569, and the Stormwater Facility Agreement and Covenant Version 082203 dated April 4, 2006 and filed May 17, 2006 in Book 5211, Page 570-578 in the Durham County North Carolina Public Registry (collectively, the "Facility Agreements");
- (ii) That the requirements of the Facility Agreements shall receive the highest priority for expenditures by the Association except for City and County assessments, ad valorem property taxes, insurance, and any other expenditures which are required by law to have a higher priority;
- (iii) That a separate fund shall be maintained by the Association for the reconstruction and repair of the Facility, separate from the fund(s) for routine maintenance of the Facility and from all other funds;
- (iv) That the reconstruction and repair fund shall contain at all times the dollar amount reasonably determined from time to time by the Director of Public

Works to be adequate to pay for the probable reconstruction and repair cost for a three-year period; that the fund shall be listed as a separate line in the Association's budget; and it shall be kept in an account insured by the FDIC or by another entity acceptable to the Director of Public Works;

- (v) Upon the vote of 2/3 of the members of the Association, special assessments shall be charged to each member of the association, to pay for the obligations under the Facility Agreements; and
- (vi) That, to the extent permitted by law, the Association shall not enter into voluntary dissolution unless the Facility is transferred to a person, as defined in the Facility Agreements, who has executed a stormwater facility agreement and covenant with the City of Durham."

2. Amend Article VI, "Section 3(a) Initial Assessment," of the Declaration by deleting and replacing the first sentence in the paragraph with the following new sentences, "An initial charge equal to two months assessment will be collected at closing on the first sale to be used as working capital by the Association. Assessments per Lot for the initial year of operation of the Association shall not exceed Five Hundred Forty Dollars (\$540.00) per year (Forty Five Dollars (\$45) per month), payable quarterly at the rate of One Hundred Thirty Five Dollars (\$135)."

3. Amend Article VI, "Section 3(c) Assessment for Class B Lots," of the Declaration by inserting a new second sentence which shall read as follows, "The Class B rate shall equal 25% of the Class A rate."

4. Amend Article III, "Section 5. Election." of the Bylaws by changing the title to "Section 5. Election, Term, Removal and Resignation." and then by adding the following sentences to the end of the paragraph:

"The directors shall be divided into three classes, as nearly equal in number as may be, to serve in the first instance for terms of one, two and three years, respectively, or until his or her death, resignation, removal, disqualification or until his or her successor is duly elected and qualified and thereafter the successors in each class of directors shall be elected to serve for terms of three years or until his or her death, resignation, removal, disqualification or until his or her successor is duly elected and qualified. In the event of any increase or decrease in the number of directors, the additional or eliminated directorships shall be so classified or chosen that all classes of directors shall remain or become as nearly equal in number as may be. Any Director may resign from the Board at any time by giving written notice to the President or Secretary of the Association and unless otherwise specified herein, acceptance of such resignation shall not be necessary to make it effective."

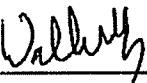
5. The Declarant desires to amend the Declaration and Bylaws only as set forth above. In all other respects, the Declaration and Bylaws shall remain unchanged and in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals
the day and year first above written.

OLD CHAPEL PROPERTIES, LLC

BY: 
DAVID H. DANIEL, Manager

BY: 
WALKER HARRIS, Manager

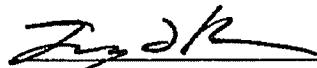
STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF Granville

I, Tracey L. Reeves a notary public of the county and state aforesaid, certify that DAVID H. DANIEL, Manager of OLD CHAPEL PROPERTIES, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company.

WITNESS my hand and official stamp or seal this, the 26 day of April, 2007.



NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-3-2011

Notary Public, North Carolina
GRANVILLE COUNTY
TRACEY L. REEVES

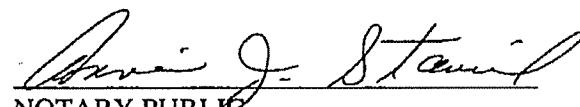
STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF Durham

I, Annie J. Stancil a notary public of the county and state aforesaid, certify that WALKER HARRIS, Manager of OLD CHAPEL PROPERTIES, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company.

WITNESS my hand and official stamp or seal this, the 26th day of April, 2007.



NOTARY PUBLIC

Official Seal
Notary Public - North Carolina
DURHAM COUNTY
ANNIE J. STANCIL
My Commission Expires _____

MY COMMISSION EXPIRES:

6/8/08



WILLIE L. COVINGTON
REGISTER OF DEEDS, DURHAM COUNTY
DURHAM COUNTY COURTHOUSE
200 E. MAIN STREET
DURHAM, NC 27701

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and/or cancellation.

Filed For Registration: 04/27/2007 01:42:50 PM

Book: RE 5586 Page: 84-91

Document No.: 2007018577

AMD 8 PGS \$32.00

Recorder: JENNIFER H SMITH



2007018577



2007044159

FOR REGISTRATION REGISTER OF DEEDS
William L. Covington
DURHAM COUNTY, NC
2007 SEP 25 09:58:53 AM
BK:5751 PG:957-961 FEE:\$23.00

INSTRUMENT # 2007044159

MAIL TO:

Walker Lambie
P.O. Box 51549
Durham NC 27717

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THE EVERWOOD HOME OWNERS ASSOCIATION, INC.

THIS THIRD AMENDMENT is made and entered this the 30th day of August, 2007,
by OLD CHAPEL PROPERTIES, LLC., a North Carolina limited liability company (the
"Declarant") owner of the property described in Schedule A of that Declaration of Covenants,
Conditions and Restrictions for the Everwood Home Owners Association, Inc., dated June 22,
2006 and filed June 30, 2006 in Book 5267, Page 868-907, in the Durham County North
Carolina Public Registry (the "Declaration").

WITNESSETH

WHEREAS, said Declaration was first amended to replace all references made therein to
the "EVERWOOD PROPERTY OWNERS ASSOCIATION, INC." with the actual name of the
association, namely the "EVERWOOD HOME OWNERS ASSOCIATION, INC.", dated
September 27, 2006 and filed October 4, 2006 in Book 5379, Page 626-629, in the Durham
County North Carolina Public Registry; and

WHEREAS, said Declaration was amended a second time, dated April 26, 2007 and filed April 27, 2007 in Book 5586, Page 84, in the Durham County Public Registry to 1) include the transfer provisions in Paragraph 3 of the Stormwater Facility Agreement and Covenant Version 082203 dated April 4, 2006 and filed May 17, 2006 in Book 5211, Pages 552-560, 561-569, and 570-578 in the Durham County North Carolina Public Registry; 2) institute an initial assessment equal to One Thousand Five Hundred Dollars (\$1,500.00) at the first closing on each Lot to be used as working capital for the Association and to increase the annual assessment per Lot for the initial year of operation of the Association from a maximum of One Hundred Dollars (\$100.00) per year to a maximum of Five Hundred Forty Dollars (\$540.00) per year, payable quarterly at the rate of One Hundred Thirty Five Dollars (\$135); and 3) provide for a Class B rate equal to 25% of that of the Class A rate; and

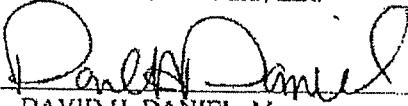
NOW, THEREFORE, pursuant to Article IX, Section 10 of the Declaration, the Declarant hereby declares that the Declaration and all subsequent amendments thereto be amended as follows:

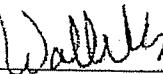
1. Amend Article VI, "Section 3(a) Initial Assessment," of the Declaration by revising the first sentence in the paragraph (as initially revised by the Second Amendment to the Declaration) to read as follows, "An initial assessment equal to One Thousand Five Hundred Dollars (\$1,500.00) will be collected at the first closing on all Lots and set aside in a separate fund maintained by the Association for the reconstruction and repair of the Facility (as defined in Article XI), and any amount collected above that which the Director of Public Works for the City of Durham reasonably determines to be adequate to pay for the probable reconstruction and repair costs for a three-year period shall be used as working capital by the Association."

2. The Declarant desires to amend the Declaration only as set forth above. In all other respects, the Declaration shall remain unchanged and in full force and effect.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

OLD CHAPEL PROPERTIES, LLC

BY: 
DAVID H. DANIEL, Manager

BY: 
WALKER HARRIS, Manager