

AMENDMENTS
to
Declaration of Covenants, Conditions & Restrictions
of
Grandel Farms

Section 1, Deed Book 6555, Page 170
Section 2, Deed Book 6555, Page 184
Section 3, Deed Book 6787, Page 501
Section 4, Deed Book 6863, Page 375
Section 5, Deed Book 7074, Page 462
Section 6, Deed Book 6860, Page 474
Section 7, Deed Book 7225, Page 193

1. Article II. Section 3. Use of other Structures and Vehicles.

Subsection (d) shall be amended in its entirety as follows:

(d) No trailer, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat (hereinafter "vehicle") shall be parked or kept on any lot at any time unless stored in a garage or basement. No vehicle shall be parked on any street in Grandel Farms for a period in excess of four (4) hours during any one twenty-four (24) hour period. Exempt from the foregoing are automobiles and commercial vehicles parked during the performance of work at a residence. Overnight street parking and parking on sidewalks are not allowed. The owner or operator of any vehicle parked in violation of the foregoing shall be subject to one written warning. Any subsequent violation shall warrant towing at the owners expense.

Subsection (e) shall be deleted in its entirety.

2. Article II, Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters

Title of this section to be renamed as follows:

Article II, Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters; Sports Equipment; Garbage Cans

(g) No fence, wall or hedge shall be over 72" in height.

(h) No basketball goal or backboard, permanent or temporary, or any other type of sports equipment of a similar nature, shall be placed past the sidewalk in toeh right of way or street.

- (i) No garbage can or waste receptacle of any kind shall be stored in such a way as to be visible from the front of the residence, with the exception of the day of a waste pickup.

3. Article II, Section 9. Signs.

Shall be amended in its entirety as follows:

Section 9. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for the purpose of advertising the sale thereon, which sign shall not be greater in area than nine square feet; provided, however, Developer shall have the right to (i) erect larger signs when advertising the subdivision; (ii) place signs on lots designating the lot number of the lots; and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. Any sign displayed which advertises any home for sale shall not be placed anywhere but on the lot of the home for sale.

4. Article III, Section 1. Approval of Construction Plans.

Subsection (a) shall be amended in its entirety as follows:

(a) No structure may be erected, placed or alters on any lot until the construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior material (including delivery of a sample thereof); (iv) the location and size of the driveway (which shall be concrete), and shall have been approved in writing by the developer.

5. Article III, Section _____ (varies). Landscaping; Sidewalks; Driveways; Trees

Subsection (c) shall be amended in its entirety as follows:

(c) Each lot owner shall concrete the driveway on the lot within three months after completion of the single family dwelling.

6. Article IV, Section 6. Maximum Annual Assessments.

Subsection (a) shall be amended in its entirety as follows:

(a) Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be set at a rate not to exceed \$120.00 per year per lot. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual

assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of 51% or a quorum present at any meeting or adjourned meeting held to vote on such issue, pursuant to the Bylaws.

7. Article IV, Section 9. Date of Commencement of Annual Assessments; Due Dates

Shall be amended in its entirety as follows:

Section 9. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment at the time the lot is occupied as a residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the lot is first occupied as a residence. Notification of assessments shall be mailed no later than November 15th of each year and are due and payable on or before January 1st of the following year.

8. Article IV, Section 10. Effect of Non-Payment of Assessments; Remedies of the Residents Association.

Shall be amended in its entirety as follows:

Section 10. Effect of Non-Payment of Assessments; Remedies of the Residents Association. If any assessment is not paid by January 31st, the owner will receive a second notice. If payment has not been received in full by March 1st, a late charge of 50% of the Residents Association assessments will be assessed. The Residents Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose a lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her lot.

9. Article V, Section 3. Restrictions Run with Land.

Shall be amended in its entirety as follows:

Section 3. Restrictions Run With Land. Unless canceled, altered or amended under provisions of this Section 3, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of then owners of the front footage of all lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. With the exception of Article IV,

