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SAMPSON COUNTY  
ELEANOR N. BRADSHAW  
REGISTER OF DEEDS

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START PAGE 0433  
END PAGE 0438  
INSTRUMENT # 00321

Prepared by: Billy R. Godwin, Jr. P.A. 111 East Broad Street, Dunn, N.C. 28334

STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON

SECOND AMENDMENT TO DECLARATIONS OF COVENANTS & RESTRICTIONS  
FOR "MILL RIDGE SUBDIVISION" PHASES I AND II

**THIS SECOND AMENDMENT TO THOSE DECLARATION OF RESTRICTIVE COVENANTS**, made and entered into this 19th Day of January, 2009, by **ROY V. TEW, III**, P.O. Box 1308, Dunn, N.C. 28335 hereinafter called "Declarant",

**WINESSETH:**

**WHEREAS**, Declarant is the owner of certain real properties located in Dismal Township, Sampson County, North Carolina known as (i) **Mill Ridge Subdivision Phase I** as recorded in **Book 1613, Page 633** Sampson County Registry, and (i) **Mill Ridge Subdivision Phase II** as recorded in **Book 1659, Page 893**, Sampson County Registry; and

**WHEREAS**, **Mill Ridge Subdivision Phase I** is subject to those restrictive covenants recorded in **Book 1613, Page 633**, as amended in **Book 1682, Page 69**, Sampson County Registry; and, **Mill Ridge Subdivision, Phase II** is subject to those restrictive covenants recorded in **Book 1659, Page 893**, as amended in **Book 1682, Page 69**, Sampson County Registry; and,

**WHEREAS**, Declarant, by that **Assignment of Declarant's Rights in Declarations of Covenants & Restrictions for "Mill Ridge Subdivision" Phases I and II** recorded in **Book 1731**, Page **430**, Sampson County Registry, has ascended to all rights, entitlements, and privileges, including the right to unilaterally amend these covenants, as set out in the original

covenants; and

**WHEREAS**, said original covenants provide in paragraph 19 (as to Phase I) and paragraph 18 (as to Phase II) that the Declarant reserves the right and authority to alter, change and amend these covenants and restrictions without the joinder or approval of any subsequent lot owners, so long as the Declarant has not conveyed all of the lots developed and owned by him located therein; and,

**WHEREAS**, the said Declarant has not conveyed all of the lots developed and owned by him located in either Phase I or Phase II; and

**WHEREAS**, Declarant now desires to make certain amendments to the following paragraphs of the respective covenants as set out below:

**NOW, THEREFORE**, Declarant does hereby amend and modify the aforesaid restrictive covenants as follows to become effective January 1, 2009:

**AS TO PHASE I:**

1. By amending paragraph 5 entitled "Utilities" so that the paragraph now reads as follows:

**5. UTILITIES:**

A. Utility services to all dwellings shall be underground. All easements or rights-of-way for the installation and maintenance of all utilities and drainage facilities are reserved by Declarant. All lots are subject to such easements for natural gas, water, sewer, cable, electricity and drainage as reasonably necessary to provide the benefits of such easements to all lots within the subdivision.

B. Declarant hereby states his intention to enter into a contract with *Piedmont Natural Gas* (Piedmont) whereby *Piedmont* will install such gas lines and other infrastructure as necessary to bring direct natural gas service to all lots within the subdivision. Accordingly, **beginning January 1, 2009**, any new construction on any lots subject to these covenants will be required to utilize the services of *Piedmont* for purposes of (i) **Primary Central Heating**, and (ii) **Water Heating**.

C. Any owner desiring to use other sources for primary central heating and/or water heating may request, in writing, an exemption from Declarant from the provisions of this paragraph. Declarant may but is not required to, grant such an exemption. Declarant in his discretion, reserves the right to

grant an exemption for such consideration as he deems adequate. The election by Declarant to from time to time grant such exemptions while denying others shall not be deemed to be a waiver or abrogation of his rights to enforce the provisions of this paragraph.

D. After January, 1, 2009, except as provided below, no propane tanks may be located on any properties within this subdivision provided however, that this restriction shall not apply to improved lots in existence prior to January 1, 2009 that were being served by propane gas through permanent - above ground - propane tanks. These existing tanks must continue to be located on the side or rear of the lot and must be appropriately screened from street view. Nothing herein is intended to prohibit portable propane tanks used for other outdoor gas grills or other similar recreational uses.

2. By amending paragraph 8 entitled "Upkeep" so that the paragraph now reads as follows:

**8. UPKEEP:**

A. The exterior of all dwellings shall be maintained in good appearance, and the sites shall be kept clean, neat and free from litter at all times and the grass and yard shall be kept clean and mowed. All dead trees and shrubbery shall be removed in a timely manner after notice in writing from the Declarant. In the event that a lot is not properly maintained, the Declarant reserves the right to mow, cut and clean the lot and charge lot owner for these services, and said charge shall be a lien against the property.

B. No ornamental pear trees including but not limited to "Bradford" Pear trees shall be planted within the subdivision. Nothing herein is intended to prohibit the planting of any fruit bearing pear trees however.

3. By adding paragraph 8.1 entitled "Common Areas" to read as follows:

**8.1 COMMON AREAS:** The Common Areas of the subdivision, including but not limited to the Gazebo, are for the use and enjoyment of owners of Mill Ridge Farms Phases I and II and their guests. Notwithstanding, it is the duty of each owner to utilize the common areas in a responsible manner and to remove all trash, refuse, and other debris that they may generate during any such use. Likewise, each owner does hereby indemnify and hold harmless Declarant, his heirs, successors, and assigns, for any and all damage, including death or bodily injury, that owners or their guests incur due to their own negligence.

4. By amending the last sentence of **paragraph 10** entitled "**Exterior Fixtures & Mailboxes**" so that the last sentence thereof now reads "All mailboxes shall be purchased from the Declarant at the time of closing."

**AS TO PHASE II:**

1. By amending paragraph 4 entitled "Utilities" so that the paragraph now reads as follows:

4. **UTILITIES:**

- A. Utility services to all dwellings shall be underground. All easements or rights-of-way for the installation and maintenance of all utilities and drainage facilities are reserved by Declarant. All lots are subject to such easements for natural gas, water, sewer, cable, electricity and drainage as reasonably necessary to provide the benefits of such easements to all lots within the subdivision.

- B. Declarant hereby states his intention to enter into a contract with *Piedmont Natural Gas* (Piedmont) whereby *Piedmont* will install such gas lines and other infrastructure as necessary to bring direct natural gas service to all lots within the subdivision. Accordingly, **beginning January 1, 2009**, any new construction on any lots subject to these covenants will be required to utilize the services of *Piedmont* for purposes of (i) **Primary Central Heating**, and (ii) **Water Heating**.

- C. Any owner desiring to use other sources for primary central heating and/or water heating may request, in writing, an exemption from Declarant from the provisions of this paragraph. Declarant may but is not required to, grant such an exemption. Declarant in his discretion, reserves the right to grant an exemption for such consideration as he deems adequate. The election by Declarant to from time to time grant such exemptions while denying others shall not be deemed to be a waiver or abrogation of his rights to enforce the provisions of this paragraph.

- D. After January, 1, 2009, except as provided below, no propane tanks may be located on any properties within this subdivision provided however, that this restriction shall not apply to improved lots in existence prior to January 1, 2009 that were being served by propane through permanent - above ground - propane tanks. These existing tanks must continue to be located on the side or rear of the lot and must be appropriately screened from street view. Nothing herein is intended to prohibit portable propane tanks

used for other outdoor gas grills or other similar recreational uses.

2. By amending paragraph 7 entitled "Upkeep" so that the paragraph now reads as follows:

**7. UPKEEP:**

A. The exterior of all dwellings shall be maintained in good appearance, and the sites shall be kept clean, neat and free from litter at all times and the grass and yard shall be kept clean and mowed. All dead trees and shrubbery shall be removed in a timely manner after notice in writing from the Declarant. In the event that a lot is not properly maintained, the Declarant reserves the right to mow, cut and clean the lot and charge lot owner for these services, and said charge shall be a lien against the property.

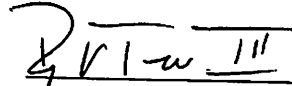
B. No ornamental pear trees including but not limited to "Bradford" Pear trees shall be planted within the subdivision. Nothing herein is intended to prohibit the planting of any fruit bearing pear trees however.

3. By adding paragraph 7.1 entitled "Common Areas" to read as follows:

**7.1 COMMON AREAS:** The Common Areas of the subdivision, including but not limited to the Gazebo, are for the use and enjoyment of owners of Mill Ridge Farms Phases I and II and their guests. Notwithstanding, it is the duty of each owner to utilize the common areas in a responsible manner and to remove all trash, refuse, and other debris that they may generate during any such use. Likewise, each owner does hereby indemnify and hold harmless Declarant, his heirs, successors, and assigns, for any and all damage, including death or bodily injury, that owners or their guests incur due to their own negligence.

4. By amending the last sentence of paragraph 9 entitled "Exterior Fixtures & Mailboxes" so that the last sentence thereof now reads "All mailboxes shall be purchased from the Declarant at the time of closing."

IN TESTIMONY WHEREOF, Roy V. Tew, III, has signed this instrument as the Declarant day and year first above written.

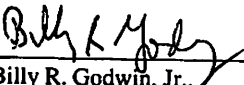
  
\_\_\_\_\_  
Roy V. Tew, III,

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NORTH CAROLINA,  
HARNETT COUNTY.

I, Billy R. Godwin, Jr., certify that the following person(s) personally appeared before me this day and acknowledged the that he voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: **ROY V. TEW.**

WITNESS my hand and Notarial Seal, this 19<sup>th</sup> day of January 2009.

  
\_\_\_\_\_  
Billy R. Godwin, Jr.,  
NOTARY PUBLIC

My commission expires: 8-4-2009

