

STATE OF NORTH CAROLINA

**AMENDMENT TO PLAT RECORDED IN
PLAT BOOK 90, PAGES 176-178 AND THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
POPLAR CREEK PHASE II RECORDED
IN BOOK 5504, PAGES 140-153**

JOHNSTON COUNTY

THIS AMENDMENT TO PLAT RECORDED IN PLAT BOOK 90, PAGES 176-178 AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POPLAR CREEK PHASE II RECORDED IN BOOK 5504, PAGES 140-153 (hereinafter the "Amendment") is made and executed on the date set forth below by BAKER AND BAKER ADVENTURES, LLC, a North Carolina limited liability company, hereinafter called "Declarant."

W I T N E S S E T H

WHEREAS Declarant is the owner of Lots 35-77 (hereinafter the "Lots", and any individual lot being called a "Lot"), inclusive, of Poplar Creek Subdivision, Phase 2, and certain open spaces and common areas, all as shown on those maps recorded in **Plat Book 90, Pages 176-178** (hereinafter the "Plats") of the Johnston County Registry (such Lots and open spaces and common areas hereinafter called the "Property"); and

WHEREAS Declarant subjected the Property to that Declaration of Covenants, Conditions and Restrictions for Poplar Creek Subdivision, Phase II (hereinafter the "Declaration") recorded in **Book 5504, Pages 140-153** of the Johnston County Registry; and

WHEREAS in a note on the Plats, and with hashed lines shown inside each Lot on the Plats, reference is made that the minimum setbacks for the Lots are: front yard, 30 feet, side yard 10 feet, and rear yard 25 feet; and

WHEREAS Article VIII, Section 7 of the Declaration states that the minimum setback lines for the Lots is as set forth on the Plats; and

WHEREAS Article X, Section 3 of the Declaration allows for amendment of the Declaration "by an instrument signed by not less than eighty-five percent (85%) of" the Lots; and

Submitted electronically by "D.R. Wells Law, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Johnston County Register of Deeds.

WHEREAS Declarant currently owns 100% of the Lots; and

WHEREAS Declarant has learned that the Town of Wilson's Mills, which has planning and zoning jurisdiction over the Property, recently decreased the minimum setback lines applicable to the Lots below those minimum setback lines shown on the Plats and incorporated by reference in the Declaration; and

WHEREAS Declarant wishes to amend the Declaration and the Plats such that the minimum setback lines for the Lots will conform to the minimum setback lines imposed currently by the Town of Wilson's Mills.

NOW THEREFORE, PURSUANT TO THE AUTHORITY GRANTED UNDER Article X, Section 3 of the Declaration, and all applicable laws, Declarant hereby makes the following amendments to the Plat and the Declaration.

1. Article VIII, Section 7 of the Declaration is hereby removed in its entirety and replaced with the following: "SECTION 7. BUILDING SETBACKS. Building set-back requirements for primary dwellings and other auxiliary structures located on any Lot shall be as follows: front yard, 28 feet; rear yard, 8 feet; side yard, 8 feet; street-side yard for corner lot, 17 feet. Any references on the Plats recorded in Plat Book 90, Pages 176-178 of the Johnston County Registry, whether in a note or shown as hashed lines inside of the Lots, are hereby amended to conform with the requirements set forth in this Paragraph."

2. Declarant hereby amends any notes, depictions or other references to setback lines on the Plats to conform with the setback lines contained in this Amendment. Accordingly, no owner of any Lot, nor any homeowners' association that may be formed for Poplar Creek Phase 2 Subdivision, nor any other person or entity, may enforce any setback line that was originally printed on the Plats, it being the specific intent of Declarant that those setback lines are no longer enforceable upon and after the recording of this Amendment.

Except as herein amended, all provisions of the Declaration and all matters shown or set forth in the Plats shall remain in full force and effect.

IN WITNESS WHEREOF Baker and Baker Adventures, LLC has caused this Amendment to be executed by its duly authorized Manager below.

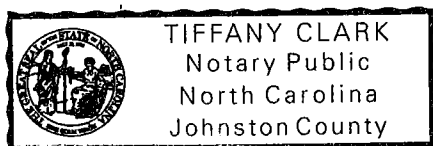
BAKER AND BAKER ADVENTURES, LLC

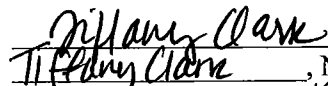
 (SEAL)

Date: 2/13/2020

STATE OF NORTH CAROLINA
JOHNSTON COUNTY

On this 13th day of February, 2020, S. Wayne Baker, who I personally know, appeared in person before me and acknowledged that he is the duly authorized Manager of Baker and Baker Adventures, LLC, and in my presence he executed this Amendment to Pat and Declaration of Covenants.




Tiffany Clark, Notary Public
My commission expires: 12/21/2021