



**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS FOR COLINGWOOD**

This First Amendment to Declaration of Protective Covenants is made and entered into on this 6th day of December, 2001, by TRENTON CROW and wife, TANYA T. CROW (hereinafter referred to as the "Declarant") and COLINGWOOD, INC., a Kentucky Corporation (hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, by Declaration of Protective Covenants dated March 2, 2000 and filed in Book 1320, Page 69, Dare County Registry (hereinafter the "Declaration"), Declarant imposed certain covenants, conditions and restrictions on the lots shown on that certain plat filed in Plat Cabinet E-1, Slide 246, Dare County Registry; and

WHEREAS, Declarant desires to amend the Declaration; and

WHEREAS, Owner is the owner of all lots that will be encumbered, burdened and benefitted by the Declaration as amended by this First Amendment, and as such has signed this First Amendment to indicate its consent and approval of the provisions of this First Amendment.

NOW, THEREFORE, in accordance with the amendment provisions of Section 18 of the Declaration, the Declarant, with the consent and approval of the Owner, does hereby make the following amendments to the Declaration:

Section 1. The following Lots are hereby withdrawn from the binding effect of the Declaration: Lots 1, 2, and 14, as shown on the plat of Colingwood, Phase 1, by Brant L. Wise, R.L.S., dated December 15, 1999, and recorded in Plat Cabinet E, Slide 246, Dare County Registry.

Section 2. The following Lots shall consist of Phase 1 of Colingwood and shall be encumbered, burdened and benefitted by the Declaration as amended by this First Amendment: Lots 3 through and including 13, as shown on the plat of Colingwood, Phase 1, by Brant L. Wise, R.L.S., dated December 15, 1999, and recorded in Plat Cabinet E, Slide 246, Dare County Registry.

Section 4. Section 3, "Plans" of the Declaration, second paragraph, first sentence: The words "1200 square feet of living area, and a total of 400 square feet of porches and decks, to total 1600 square feet" shall be deleted and replaced with the following words: "1,000 square feet of living area."

Section 5. Section 3, "Plans" of the Declaration: Add a new last paragraph that reads as follows: "Any fencing installed on any Lot must be open railed or split rail type. No privacy fencing shall be allowed. The maximum height of any fence shall be five (5) feet from the ground unless a lower maximum height is required by applicable zoning ordinance."


Section 6. Section 5, "Maintenance of Yards and Grounds" of the Declaration: In the first sentence, add the words "unlicensed vehicles" after the words "disabled vehicles." Add a new second sentence that reads as follows: "Boats and trailers shall not be parked in the street at any time."

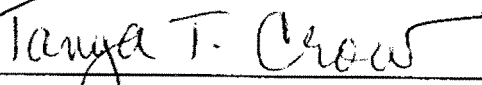
Section 7. Section 21, Sections (subsections) 1 through 11 on pages 8, 9 and 10 of the Declaration shall be renumbered as Sections 21.1 through 21.11.

Section 8. Paragraph 21, "Dues and Assessments" of the Declaration, Section 21.7, first sentence: Delete the first sentence and replace with the following revised first sentence: "The annual assessments provided for herein shall commence at such time as shall be determined by the Declarant or the Homeowners Association."

Section 9. Any provision or procedure of the Declaration, which is not inconsistent with and not in conflict with a provision or procedure of this Amendment, shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and Owner have duly executed and sealed this document, this the day and year first above written.

 (SEAL)
TRENTON CROW

 (SEAL)
TANYA T. CROW