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PG: 2639-2643  
RECORDED:  
01-02-2014  
03:54:49 PM  
BY: TERESA STEELMAN  
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2014000176  
GUILFORD COUNTY, NC  
JEFF L. THIGPEN  
REGISTER OF DEEDS

NC FEE \$26.00

Prepared by and Mail to: Steven E. Black, Rossabi Black Slaughter, PA  
P.O. Box 41027, Greensboro, NC 27404

NORTH CAROLINA  
GUILFORD COUNTY

AMENDMENT TO RESIDENTIAL  
RESTRICTIVE COVENANTS – CARSON  
FARMS EAST – PHASE II

THIS AMENDMENT TO RESIDENTIAL RESTRICTIVE COVENANTS – CARSON FARMS EAST - PHASE II is made this the 20<sup>th</sup> day of December, 2013, by the Carson Farms East Homeowners' Association, Inc. (hereinafter referred to as the "Association").

WITNESSETH THAT

WHEREAS, the Declarant, Alamance Partners, LLC, subjected Carson Farms East Homeowners' Association, Inc. (the "Property") to the Residential Restrictive Covenants – Carson Farms – Phase II (the "Residential Restrictive Covenants") recorded in **Book 5685, Page 0524** on November 26, 2002 with the Guilford County Register of Deeds.

WHEREAS, the Property is a planned community created within North Carolina on or after January 1, 1999 and is subject to the provisions of the North Carolina Planned Community Act (Chapter 47F);

WHEREAS, N.C.G.S. § 47F-2-117 provides that a Declaration may be amended by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated, and such approval has been obtained; and

WHEREAS, the Association executes this instrument to provide for the following Amendment.

NOW THEREFORE, the Residential Restrictive Covenants is hereby amended as follows:

**Paragraph 17 entitled Motor Vehicles is hereby amended by deleting the existing language and adding the following language shown as underlined:**

~~No immobile or junk automobiles, trucks, tractors or any other vehicle shall be permitted to remain on any lot or street in the subdivision. No trucks, tractors, boats, campers or boat trailers may be stored or regularly parked on any lot or street unless within the confines of a closed garage, or appropriately screened.~~

No immobile, inoperable, unlicensed, or junk automobiles, trucks, tractors or any other vehicle shall be permitted to remain on any lot or street in the subdivision. No trucks, tractors, boats, recreational vehicles (RV), campers or trailers may be stored or regularly parked on any lot or street unless within the confines of a closed garage, or appropriately screened with screening approved by the Architectural Control Committee.

The parking and/or storage of motorized and non-motorized vehicles in excess of 10,000 pounds gross vehicle weight (Large Vehicle) shall not be permitted to remain on any Lot or street in the subdivision except for loading and unloading purposes, for emergency home service or for temporary construction purposes, and for these purposes the Large Vehicle shall not remain for more than twenty-four (24) hours of any seven (7) calendar days. No apparatus designed to be used as a motor vehicle or designed to be towed by a separate motorized unit or vehicle shall be allowed to be used as a storage facility or accessory building.

**Paragraph 21 entitled Trash, Vegetation, Yard Maintenance is hereby added to the Residential Restrictive Covenants:**

No trash, rubbish, garbage or other waste material shall be kept or permitted to exist upon any Lot, except in sanitary containers located in an appropriate area screened and concealed from view. Further, but without limitation of the foregoing, no such condition may exist which would render a Lot unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupants of any property in such vicinity. Examples of conditions not permitted include bare patches larger than 20% of the overall square footage of the lawn.

In the event there are bare patches as described above, the Board of Directors shall notify the Lot owner of the need for a yard restoration plan. The Owner shall submit the yard restoration plan within ten business days (10) days of the Board of Director's request and, upon approval of the plan by the Board of Directors, the Owner shall follow the plan.

Grass shall be no taller than eight (8) inches in height, shall be alive, and green in color during the spring, summer, and fall, except in drought conditions. Grass shall be no shorter than one (1) inch in height.

All Lots shall be edged with at least the same frequency as mowing on the sides of the sidewalk, curb, driveway, and along any access route to and from the front entrance to the dwelling. No grass or other vegetation shall be permitted to extend onto or over the sidewalk, curb, driveway or access way to the front door of the dwelling further than one (1) inch. Notwithstanding, tree limbs and shrubs shall be permitted to extend beyond this one (1) inch limit so long as the portion of the tree limbs and shrubs that extend beyond the limit are more than six (6) feet above the ground measured from the sidewalk, curb, driveway or access way.

Grass clippings from mowing and edging shall be collected so as not remain on the driveway, walkways, curbs, or streets within the Property for more than twelve (12) hours.

**Paragraph 22 entitled Storage of Personal Property is hereby added to the Residential Restrictive Covenants:**

Personal property of Occupants shall be stored inside the dwelling, garage, or shed. Personal property shall not be stored outside. Notwithstanding, personal property such as outdoor grills, outdoor patio furniture, and other substantially similar outdoor personal property is permitted in the backyards of Lots which is behind the rear building line of the residential structure.

**Paragraph 23 entitled Glass/Screens is hereby added to the Residential Restrictive Covenants:**

The Owner shall not permit broken glass or broken/torn screens to be visible on any dwelling or structure on any Lot.

**Paragraph 24 entitled Prohibition against Registered Sex Offenders, Sexual Predators and Sexually Violent Predators is hereby added to the Residential Restrictive Covenants:**

After the date of the recording of this Amendment no person required to register as a sex offender, sexual predator or sexually violent predator under any State or Federal Law may be a member of the Association, own title to property within the Association, or reside on or occupy a Lot within the Association.

**Paragraph 25 entitled Half-Way House Prohibition is hereby added to the Residential Restrictive Covenants:**

No lot within the Association shall be used as a halfway house, juvenile home, group home, detention center, detention home, temporary shelter, long-term shelter, institution, treatment facility or rehabilitation center of any kind.

**Paragraph 26 entitled Amendment is hereby added to the Residential Restrictive Covenants:**

Notwithstanding any other provision of the Residential Restrictive Covenants, the Residential Restrictive Covenants may be amended with the vote of sixty-seven percent (67%) of the votes in the Association subject to the Residential Restrictive Covenants.

This the 20 day of December, 2013.

CARSON FARMS EAST HOMEOWNERS'  
ASSOCIATION, INC.

By: Jack Madren  
Resident

ATTEST:

James Towle  
Secretary

I, the undersigned, do hereby certify that Jack Madren, President of Carson Farms East Homeowners' Association, Inc. personally came before me this day and acknowledged that s/he is the President of Carson Farms East Homeowners' Association, Inc., a corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand this the 20 day of December, 2013.

James Towle  
Secretary

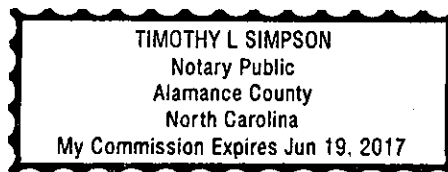
ALAMANCE NORTH CAROLINA  
GUILFORD COUNTY

I, TIMOTHY L. SIMPSON, a Notary Public of the county and state aforesaid, certify that JACK MADREN JR. personally came before me this day and acknowledged that s/he is President of Carson Farms East Homeowners' Association, Inc., and that by authority duly given by the Board of Directors, and as an act of the Corporation, the foregoing instrument was signed on behalf of the Corporation.

Witness my hand and official seal, this 20th day of DECEMBER, 2013.

Timothy L. Simpson  
Notary Public  
Timothy L. Simpson  
Printed Name

My Commission Expires:  
JUNE 19, 2017



NORTH CAROLINA  
GUILFORD COUNTY

I, TIMOTHY L. SIMPSON, a Notary Public of the county and state aforesaid, certify that JAMES TOWLE personally came before me this day and acknowledged that s/he is Secretary of Carson Farms East Homeowners' Association, Inc., and that by authority duly given by the Board of Directors, and as an act of the Corporation, the foregoing instrument was signed on behalf of the Corporation.

Witness my hand and official seal, this 20th day of DECEMBER, 2013.

Timothy L. Simpson  
Notary Public  
Timothy L. Simpson  
Printed Name

My Commission Expires:  
JUNE 19, 2017

