

2023017759 00163

FORSYTH COUNTY NC FEE \$26.00
PRESENTED & RECORDED
05/26/2023 03:08:20 PM
LYNNE JOHNSON
REGISTER OF DEEDS
BY: OLIVIA DOYLE, ASST
BK: RE 3756
PG: 622 - 626

Prepared by and Mail to: Adam J. Marshall: Law Firm Carolinas
P.O. Box 41027, Greensboro, NC 27404

FORSYTH COUNTY
NORTH CAROLINA

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TREDEGAR**

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 23rd day of May, 2023, by TREDEGAR HOMEOWNERS' ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Declarant subjected the TREDEGAR (the "Property") to the Declaration of Covenants, Conditions and Restrictions for Tredegar recorded in Deed Book 1912, Page 1270, and corrected and re-recorded in Book 1914, Page 1937 of the Forsyth County Registry and amendments and supplements to the same, including but not limited to the following (collectively, the "Declaration"):

- a) Book 2044, Page 1069;

WHEREAS, The Declaration applies to and runs with the land that is subject to the Declaration;

WHEREAS, NCGS § 47F-2-117 states that the declaration may be amended only 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, or any larger majority the declaration specifies, and whereas the Declaration requires a seventy-five percent (75%) majority and such approval has been obtained.

NOW THEREFORE, the Declaration for the Association is amended as follows:

I. Amend Article VI § 11 of the Declaration to read as follows:

11. No TV antenna, play houses, swings, sliding boards or other play apparatus, or visible pet lots or fences, shall be affixed or placed in the front yard of any residence, and any such equipment shall be a minimum of 15 feet from the side and/or rear Lot lines. No television or radio antenna, or other similar device, shall be located on any Lot without prior approval of the Architectural Control Committee. No satellite or microwave dish or disc shall be located on any Lot without the prior approval of the Architectural Control Committee; in general no dish or disc with a diameter of greater than 3' will be permitted. No clotheslines shall be located on any Lot.

II. Amend Article VI § 13 of the Declaration to read as follows:

13. No sign of any kind shall be displayed to public view on any Lot except one (1) sign of not more than two feet (2') square advertising Lot for sale or rent, except Declarant may place signs on the property during the construction and sales period.

III. Amend by adding a new Article VI § 18 to the Declaration as follows:

18. Any out building approved by the Architectural Committee cannot exceed eight feet (8') in height by ten feet (10') in width. The approved out building must be placed in the rear yard of a Lot in an area to be hidden from the street as much as possible. It must be at least five feet (5') off the side property line. Only brick or wood construction materials will be permitted; no metal building will be allowed. The material used should be substantially the same as that of the residence and trimmed out to match the color scheme of the residence. No lean-to's (shelters) can be added to the Lot.

IV. Amend by adding a new Article VI § 19 to the Declaration as follows:

19. The feeding of wild animals (i.e. non domesticated household pets) is prohibited on the Property.

V. Amend by adding a new Article VI § 20 to the Declaration as follows:

20. Trash, garbage, or other waste shall not be kept except in sanitary containers. Sanitary containers must be stored either in a garage or placed at the rear of the main residence so that same cannot be seen from the roads or streets adjacent to the Lot. All trash containers MUST be removed from the road and stored the same day following trash pickup.

VI. Amend by adding a new Article VI § 21 to the Declaration as follows:

21. Leasing:

- (a) Written Lease Required; All Occupants Bound; What is Considered Leasing. All leases shall be in writing and shall provide that they are subject to all terms of the Articles of Incorporation, Declaration, Bylaws, or Rules and Regulations of the Association. Leases shall provide that failure to comply with all terms of the Articles of Incorporation, Declaration, Bylaws, or Rules and Regulations of the Association constitutes a default under the lease. Leasing shall include allowing occupants to reside on the Lot for any consideration. Leasing shall also include leasing with an option to purchase or contracts for deed whereby the current occupant is not the Owner of the property. In addition, leasing shall include permitting the Lot to be occupied solely by non-Owners or permitting the Lot to be occupied solely by persons that are not principals in the case of ownership by a legal entity.
- (b) Minimum Term. Any lease under which a Tenant occupies any Lot under a lease with the Owner of that Lot shall be for a term of at least twelve (12) months. Owners may not advertise or otherwise hold their Lots out for leases of less than twelve (12) months.
- (c) Information That Must Be Provided. The Owner of any Lot shall provide to the Association the following information prior to the Lot being rented: (1) the names, phone numbers, and email addresses of the authorized occupants; (2) the name, additional mailing address, phone number, and email address of the Owner(s); and (3) the beginning and ending date of the rental term. To the extent that any Owners are currently renting their Lots at the time that this Amendment is recorded, those Owners shall provide the information contained in this paragraph to the Association within ten (10) days after the recording of this Amendment, and within ten (10) days of any renewals or subsequent lease. Additionally, the Owner of any Unit that is rented shall provide the Association with a copy of the lease within ten (10) days of the Lot being initially rented, and within ten (10) days upon any renewals or subsequent lease. To the extent that any Owners are currently renting their Lots at the time that this Amendment is recorded, those Owners shall provide to the Association a copy of the current lease within ten (10) days after the recording of this Amendment, and within ten (10) days of any renewals or subsequent lease.

VII. Amend Article VII, Section 4 (4.1) of the Declaration to read as follows:

4.1 LOCATION AND DESIGN. The location, materials, size and design of all fences and walls must be approved in advance in writing by the Architectural Control Committee. The terms "fences" and "walls" shall include planted hedges and rows. Generally, fences and walls shall be of wood, stucco, stone, brick or planted hedges, shall be equally attractive on both sides, and shall be related architecturally to the house design. Chain link or wire fencing will not be approved. Fences and walls shall be run or curved where practical between existing trees to avoid unnecessary cutting.

VIII. Amend Article X Sections 1. Dwellings and Section 3. Owner Maintenance Obligations to read as follows:

Section 1. Dwellings. The Association shall not be responsible for any exterior maintenance with respect to any Dwelling in Section One (1) Lots.

The Association shall provide the following services with respect to each Dwelling on Section Two and Section Three (3) Lots; lawn maintenance consisting of mulching, mowing, trimming, edging, fertilization, seeding, chemical application and leaf removal (not including replacement of dead shrubs or trees). The Association shall also be responsible for roof maintenance, replacement of roofing as needed, gutter and downspout maintenance as needed, and painting of exterior building surfaces with respect to Dwellings on Section Three (3) Lots only.

The Association shall not be responsible for any exterior maintenance with respect to Dwellings on any Section One (1) Lots and shall not be responsible for the following with respect to any Section Two (2) or Section Three (3) Lots: maintenance of any walkways or driveways not in Common Area or Open Space; maintenance of plumbing in any Lot dwelling or located between any Lot dwelling and the adjoining road; or any other maintenance, repair, replacement or services in connection with any Lot or Dwelling (including garage) not specifically listed in this Article X, Section 1. In order to enable the Association to accomplish the foregoing and to exercise its rights set forth in Section 1 of Article X, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance and repairs as provided in this Article.

Section 3. Owner Maintenance Obligations. Each Owner of a Dwelling on Lots shall have the responsibility to maintain the exterior of the Dwelling in good order and repair, including paint, roofs (except for Section Three (3) Lots), gutters and downspouts (except for Section Three (3) Lots), exterior building surfaces, trees, shrubs, walks and other residential exterior or landscape improvements. Each owner of Section One (1) Lots shall have the responsibility to maintain the lawn and other landscape improvements in good condition. In the event the Board of Directors of the Association determines that any Owner has not maintained the exterior of his Dwelling or landscape improvements on his Lot in good order and repair, the Board of Directors may send written request to the Owner to the effect, at the Owner's expense, any repairs or improvements deemed reasonably necessary by the Board. If the Owner does not complete the requested repairs and/or improvements within thirty (30) days following the date of mailing or personal delivery of the written notice, the Board of Directors may, on behalf of the Owner, arrange for such maintenance to be completed on the Owner's Lot and/or Dwelling and advance any sums necessary to cover the expense thereof. Any sums so advanced by the Association shall be added to and become a part of the assessment to which the Lot is subject, and in order to collect such amounts the Association shall be entitled to exercise any and all rights set forth under this Declaration and as otherwise allowable by law.

All other terms and conditions contained in the Declaration shall remain unchanged.

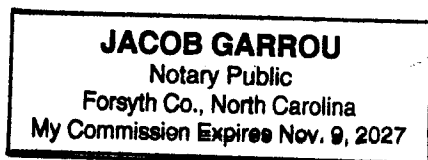
TREDEGAR HOMEOWNERS' ASSOCIATION,
INC.

By: Thomas Wayne Johnson
_____, President

STATE OF NORTH CAROLINA
COUNTY OF NC

I, a Notary Public of the County and State aforesaid, certify that Thomas Wayne Johnson personally came before me this day and acknowledged that he is President of Tredegar Homeowners' Association, Inc., and that he, President, being authorized to do so, executed the foregoing on behalf of Miller Pointe Townhome Owners Association, Inc.

WITNESS my hand and official stamp or seal, this 23rd day of May, 2023.



Jacob Garrou

Notary Public

Jacob Garrou

Printed Name

My commission expires: Nov 9, 2027