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STATE OF NORTH CAROLINA

AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR

WEATHERSFIELD SERVICE GROUP VI

CHATHAM COUNTY

This AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WEATHERFIELD SERVICE GROUP VI is made as of this ____ day of _____, 2014, by not less than seventy-five percent (75%) of the Lot Owners in Weathersfield Service Group VI, Inc., a North Carolina nonprofit corporation ("Association").

<u>WITNESSETH</u>:

WHEREAS, the original Declarant, Fitch Creations, Inc., recorded a Declaration of Covenants and Restrictions for the Weathersfield Service Group VI in Book 544, Page 190, of the Chatham County Registry, which was thereafter supplemented and amended; and

WHEREAS, an Amended and Restated Declaration of Covenants and Restrictions for the Weathersfield Service Group VI was recorded on December 10, 2008, in Book 1433, Page 571 of the Chatham County Registry ("Declaration") which superseded the original declaration, as amended; and

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WHEREAS, Article XI, Section 4 of the Declaration provides that the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; and

WHEREAS, not less than seventy-five percent (75%) of the Lot Owners in Weathersfield Service Group VI, Inc. desire to amend the Declaration as set forth below, as indicated by their written assent which is attested to herebelow;

NOW, THEREFORE, the undersigned do hereby declare that the Declaration is amended as follows:

1. Article V of the Declaration is amended by deleting the current Article V in its entirety and inserting in lieu thereof the following:

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Approval Required. No building or re-building, fence, wall or other structure shall be commenced, erected or maintained in WSG VI, nor shall any exterior addition to or change or alteration, including repairs and reconstruction due to fire or other casualty, therein be made by any Owner until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of WSG VI, or by an architectural committee composed of three (3) or more representatives approved by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Board or its designated committee, at its sole discretion, shall have authority to approve acceptable materials for exterior alterations, location of alterations and roof lines, color, and any condition or material otherwise as a matter of judgment. The following changes, however, would disrupt the harmony of the external design that each Owner purchased with his home and the Board or its designated committee shall not recommend approval: (a) artificial plants; (b) awnings; (c) clothes lines; (d) dog houses; (e) free-standing flag poles; (f) flags, other than the flag of the United States or the State of North Carolina; (g) outdoor statuary; (h) outdoor storage structures; (i) screen doors and storm doors (except for standard approved designs); (j) sports equipment including but not limited to basketball backboards; or (k) temporary structures.

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Section 2. Antennas. Antennas are subject to approval by the Board with respect to size and location and consistent with Federal Law and FCC Regulations.

Section 3. Gutters. Installation of gutters is subject to approval by WSG VI and the installation cost is the responsibility of each individual Owner.

<u>Section 4.</u> <u>Solar Panels.</u> Installation of solar panels is subject to approval by WSG VI, and the installation cost is the responsibility of the individual Owner.

Section 5. Enlargements. No enlargement to any structure shall be permitted with the exception of patios and decks and screened porches, provided that these additions are approved by WSG VI, which shall be allowed only in accordance with the provisions of this Article. Further, it is understood that these additions (decks, patios and screened porches) in the future must be maintained by the Owner and his/her successors and not by WSG VI.

Patios and decks and screened porches are allowed only if approved in writing by the WSG VI Board of Directors or its designated committee. The WSG VI Board of Directors or its designated committee may promulgate guidelines and regulations related to the construction and installation of patios and decks and screened porches which shall be binding on all Owners. All patios and decks and screened porches must be built in conformance with applicable state and local building codes, and owners must obtain all required permits before beginning construction.

No patio or deck or screened porch may extend outside the property line of the lot. Patios and decks and screened porches may only be located at the rear of the residence and may not extend around the sides of the residence. Patios and decks will not be screened. Screened porches may not be enclosed and shall not be constructed or altered for year-round, all-weather use.

All painting, repair, replacement and maintenance of patios and decks and screened porches are the sole responsibility of the Owner. In the event an Owner fails to maintain his patio or deck or screened porch in a reasonably neat and orderly manner, or allows the same to become unsightly by failing to keep his patio or deck in a reasonable state of repair, the Association, at its discretion and after ten (10) days written notice to such Owner, may enter upon the Lot and make or cause to be made any necessary repairs and maintenance to such patio or deck or screened porch. Any costs incurred by the Association in the making of such repairs or maintenance shall be added to and become a part of such other assessments to which the Lot is subject.

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- 2. Article VI of the Declaration is amended by adding the following underlined language to the second sentence of the first paragraph of Article VI: "Such exterior maintenance shall not include glass surfaces, patios, decks or screened porches."
- 3. All remaining provisions of the Declaration with the exception of the herein stated amendments shall remain in full force and effect. This Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI shall be effective upon recording.

CERTIFICATION OF VALIDITY OF AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WEATHERSFIELD SERVICE GROUP VI

By authority of its Board of Directors, Weathersfield Service Group VI, Inc. hereby certifies that the foregoing instrument has been duly executed by the written signatures of seventy-five percent (75%) of the lots comprising membership of the Association, a copy of which original signatures are on file with the books and records of the Association, and is, therefore, a valid amendment to the existing Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI.

WEATHERSFIELD SERVICE GROUP VI, INC.

Rv.

President

ATTEST:

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STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Lanci Cassa Notary Public of the County and State aforesaid, certify that George George Spersonally came before me this day and acknowledged that s/he is Secretary of Weathersfield Service Group VI, Inc., and that by authority duly given and as

the act of the corporation, the foregoing instrument was signed in its name by its President and attested by Robert Leiler as its Secretary.

Witness my hand and official stamp or seal, this 19th day of

MARIA C CROSS NOTARY PUBLIC CHATHAM COUNTY, NC

My Commission Expires

Notary Public

<u> IXav</u>

My commission expires: 8/15/17