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AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PEARTREE WEST
(Single Family Subdivision)

Prepared by/~~return to:~~ ^{Box} Rebecca F. Person, PLLC, 2401 Robeson Street, Fayetteville, NC 28305

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOR PEARTREE WEST (this ("Amendment") is made and entered into this the 25th day of July, 2019 by CAMDEN GLEN DEVELOPMENT, LLC a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

Declarant executed and caused to be recorded a certain "Declaration of Covenants, Conditions, and Restrictions for Peartree West (Single Family Subdivision)" in Book 10021 Page 854, Cumberland County NC Registry (hereinafter the "Declaration"), the terms of which are incorporated herein by this reference. The Declaration was amended by "Amendment to Declaration of Covenants, Conditions and Restrictions for Peartree West" in Book 10049, Page 823; Book 10086, Page 292; Book 10163 Page 124; Book 10430, Page 264; and the "Supplemental and Amended Declaration of Covenants Peartree West Section One, part Two" in Book 10437, Page 189 of the aforesaid Registry. Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, the Declarants hereby expressly declare that the Declaration shall be amended as follows:

- a. Article I is amended to add the following definition:
 - (i) "Commercial Vehicle" shall mean and refer to, but it is not limited to, the following vehicles: limousines, passenger transport vehicles, any vehicle with a ladder and equipment racks, dump trucks, tow trucks, tractor trailer tractors, tractor trailer trailers, landscaping trucks, flatbed trucks, cement trucks, and Lorry trucks. Solely the display of commercial signage (business name, phone numbers, etc.) will not cause a vehicle to be considered a commercial vehicle. Conversely, the absence of vehicle signage does not preclude a vehicle from being considered commercial.
- b. Section 8 of Article IV is deleted and in lieu thereof the following is substituted:

Section 8. No automobile or other mechanical repairs shall be conducted within a Lot other than in a garage or concealed from public view. No mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on a Lot at any time except in a closed garage. No Commercial Vehicle shall be permitted to be parked on any Lot or on the Properties except in the course of delivery, pick up, or discharge of a specific commercial duty. No vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, no camper, no golf cart, no boat, no trailer of any kind, and no jet ski or other watercraft may be parked on any street or on any Lot, unless kept inside a garage or behind an approved fence or otherwise concealed from public view. No parked vehicle shall be covered by a "car cover" or other similar covering unless kept inside a garage and concealed from public view. No truck or vehicle, no camper, no golf cart, no boat, jet ski or other watercraft, and no trailer of any kind may be kept within the Common Area. For the purpose of the preceding sentences, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less. In order to preserve the aesthetics of development, whether or not a boat, trailer, or vehicle of any type is adequately concealed from public view shall be determined by the Association in its sole discretion. The Association shall have the right to tow or remove any boat, trailer, recreation vehicle, camper, jet ski, watercraft, golf cart, Commercial Vehicle, or vehicle of any type which is parked within the Common Area or kept on any Lot in violation of this section, at the Owner's expense, and the Owner of each Lot, by acceptance of their deed, does grant to the Association such an easement, on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section.

c. Article IV is amended to add the following Sections:

Section 14. Each Lot shall be maintained in a neat condition by the Owner thereof. For the purposes of this Section, "Lot" shall include the portion of the property from the outside of the structure on the applicable Lot to the adjacent paved road surface, including any drainage swales located therein. All Lots upon which a dwelling has been constructed ("Improved Lots") must have grass lawns. No gravel or similar type lawns are permitted. For Improved Lots, "neat" shall require, at a minimum, that the front yard of each Lot, and in the case of corner lots, the side of each Lot along the side abutting roadways, be sodded, be regularly cut and fertilized, and that mulched or pinestrawed areas be regularly re-mulched or re-pinestrawed and kept weeded so that its appearance is in harmony with the neighborhood. No Owner shall allow the grass on an Improved Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground. For unimproved Lots, "neat" shall require the the Lot is maintained in a slightly condition, free of debris, rubbish, weeds, and high grass and in a prudent and reasonable manner harmonious with that of the other Lots within the subdivision. Owners shall remove all trash from their Lots regularly. All driveways shall be maintained and any cracks repaired. All joints in the driveway shall be kept free and clear of weeds and grass. Drainage swales will not be altered, piped, or filled in without approval from the North Carolina Department of Environment and Natural resources, Division of Energy, Mineral and Land Resources, or its successor agency

Section 15. If any structure is significantly damaged or destroyed by fire or other casualty, then the Owner thereof shall promptly repair or rebuild said structure or shall promptly raze the damaged improvements and clear all debris from the Lot. If this Section is not complied with, the Declarant (until the expiration of the Period of Declarant Control) and/or the

Association shall have the right to raze the damaged improvements and clear all debris from the Lot and levy a special assessment to any such Owner for the cost thereof, which shall be a lien upon the Lot until paid in full.

Section 16. Each Owner shall maintain all improvements constructed upon such Owner's Lot to the standards of their original construction. Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the dwelling. Such Maintenance obligations include keeping the exterior of all such improvements free of mold and mildew. No Owner shall change the exterior design or color of the dwelling on such Owner's Lot, including the roof thereof, except in compliance with this Article.

Section 17. No Lot or Common Area shall be used for the storage of rubbish. No trash of any kind, whether household or yard debris, shall be placed or allowed to remain on any Lot except in proper containers. Containers should only be placed by the street on the evening before the day trash is scheduled to be picked up. Each owner shall promptly remove the trash container from the street, in no case later than the evening of the day the trash was removed.

Section 18. No basketball goals of any nature, whether stationary or portable, regulation sized or otherwise, shall be allowed in side or front yards or driveways provided they are properly maintained in good repair and conditions. Permanently installed goals must be placed in the back yard. Unsightly basketball goals located in front and side yards are subject to removal by the association.

Section 19. Only break-away mailboxes may be constructed in the subdivision; it being the intention of the Declarant to preclude the erection of permanently constructed mailboxes in the North Carolina State Right of Way areas.

Section 20. No motor vehicle shall be parked in the street or street right of way except in the course of delivery, pick up, or discharge of a specific commercial duty. No motor vehicle shall be parked in or on grass, or other landscaped areas. Notwithstanding the above, the use of the street or street right of way for vehicle parking is acceptable for visitors, overnight guests, and while entertaining if there is no available space in the driveways.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

CAMDEN GLEN DEVELOPMENT, LLC

By: Harold J. Kidd
Harold J. Kidd
Manager of Camden Glen Development, LLC

NORTH CAROLINA
CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the forgoing document for the purpose stated therein and in the capacity indicated above: Harold J. Kidd, Manager

Date: 7/25/19

Shari M. Groover
Notary Public

Shari M. Groover
Printed name of Notary Public

My commission expires: 10/7/19



(N.P. SEAL)