

FILED	Aug 15, 2018
AT	02:44:44 pm
BOOK	10361
START PAGE	0666
END PAGE	0670
INSTRUMENT #	24982
RECORDING	\$26.00
EXCISE TAX	(None)
	AH

Prepared by/return to: Timothy C. Smith, Yarborough, Winters & Neville, P.A. Box

AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SILVER CREEK SUBDIVISION

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this the 14th day of August, 2018, by SILVER CREEK OF CUMBERLAND HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, hereinafter referred to as "Declarant". These Amendments are amended by the Declarant prior to any conveyance of any property in the development.

WITNESSETH:

WHEREAS H.J. Morris Construction, Inc., a North Carolina corporation, is an original developer of Silver Creek Subdivision holding the majority interest thereof (hereinafter, "Developer"). Developer subjected certain real property in Cumberland County known as "Silver Creek Subdivision" to certain restrictive covenants by means of an instrument entitled, "Restrictive Covenants for Silver Creek Subdivision," recorded in Book 7363, at Page 777, in the Register of Deeds for Cumberland County, North Carolina (hereinafter, the "Original Declaration").

WHEREAS Declarant, Silver Creek of Cumberland Homeowners Association, Inc., a North Carolina non-profit corporation, is an Association comprised of members (hereinafter, the "Members") who are all owners of lots in the Silver Creek Subdivision as defined in the Original Declaration and is the assignee and transferee of certain rights, duties and obligations of Developer by means of Assignment recorded in Book 10361 at Page 663, in the Register of Deeds for Cumberland County, North Carolina.

WHEREAS a provision of the North Carolina Planned Community Act, N.C. Gen. Stat. § 47F-2-117, provides for the amendment of the "declaration" setting out the terms or restrictions of a planned community as does the Original Declaration.

WHEREAS under the terms of the Original Declaration, said restrictive covenants can be

amended at any time by written consent of a majority in interest of the developers, their successors or assigns, so long as developers, their successors or assigns, own any one Lot in Silver Creek Subdivision. Developer, referenced hereinabove, holds the majority in interest and has heretofore assigned its rights to amend the restrictive covenants to Declarant.

WHEREAS the Declarant desires to provide for the preservation of the values and amenities and for the maintenance of properties in said property and under a general plan or scheme of improvement desires to subject said property to the covenants, restrictions, easements, and affirmative obligations set forth, all of which is hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

NOW THEREFORE, the Original Declaration is hereby amended as stated below:

1. Article II, Section 6 of the Original Declaration is stricken, and a new Article II, Section 6 is substituted as follows:

Section 6. Fences. No fence shall be erected on any Lot closer to the front of the Lot than the house's rear corner nearest the street. No fence shall be built within any easement for utilities. Fencing traversing a Lot shall be parallel with the front line. Provided however, that with respect to corner Lots, no fencing shall be erected or maintained any closer than forty-five (45) feet from the front property line, not to exceed a ten-foot extension from the back corner of the house (extended from the back line of the house); and in the event a house has already been established on the lot adjacent to the corner Lot, no fencing shall be erected on the corner Lot any closer to the front of the Lot than the distance the front corner of the adjacent structure is from its front property line; in any event, fencing shall be no closer than the house's rear corner. Solid privacy fences over three (3) feet in height shall not be built within twenty-five (25) feet of a public right-of-way. Chain link fences of any type are not permitted.

No fences, including decorative split-rail fences, are permitted in the front yard of a Lot.

Owners may petition for a waiver of the restrictions contained in Section 6, hereinabove, by written request submitted to the AC. Thereafter, the AC must make findings that the waiver requested is in the best interest of the subdivision, generally, and Owners' relative property values and use of their respective properties. Any waiver must be in writing and issued by the AC prior to the installation of a fence in aberration of the above restrictions.

2. Article II, Section 9 of the Original Declaration is stricken, and a new Article II, Section 9 is substituted as follows:

Section 9. Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or dangerous poisonous reptiles of any kind, regardless of number, shall be and is prohibited within any Lot, except the keeping of not more than four (4) orderly domestic pets (dogs or cats); provided, however, that such pets are not kept or maintained for commercial purposes for breeding and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Owners may petition for a waiver of the restrictions contained in Section 9, hereinabove, by written request submitted to the AC. Thereafter, the AC must make findings that the waiver requested is in the best interest of the subdivision, generally, and Owners' relative property values and use of their respective properties. Additionally, pursuant to this section, the AC must make findings that the waiver requested would not result in and/or create a nuisance within the subdivision and/or affecting any Owner(s) within the subdivision. Any waiver must be in writing and issued by the AC prior to the prior to the obtaining of animals in aberration of the above restrictions. All pets shall be registered and inoculated as required by law. Animals require a finished fence that is capable of and effectively keeps animals enclosed on the premises of the owner.

No dangerous dogs, including, but not limited to, pit bulls, Rottweilers, Dobermans, and Chows, shall be permitted on the premises, unless the Lot owner installs a six (6) foot privacy fence that complies with Section 6, above, and in addition installs a six (6) foot chain link fence, with said chain link fence installed at least ten (10) feet inside the perimeter of the privacy fence. The above-listed breeds of dog may be exercised in the neighborhood, if the dog is on a harness and a leash. Any of the above-listed breeds of dogs may be removed at the sole discretion of any of the Developers and/or the Association. All owners of the above-listed aggressive breeds must provide the Association with a current copy of personal injury/liability insurance for a minimum policy amount of \$350,000.

Any dog house or dog containment structure or system must be located to the behind the principal dwelling structure within twenty (20) feet of the rear of the main structure. No such permitted dog house or dog containment structure or system shall be placed, erected or maintained closer to any street than the rear corner of the principal dwelling structure, and in no event closer to any street than thirty (30) feet.

3. Article II, Section 14 of the Original Declaration is stricken, and a new Article II,

Section 14 is substituted as follows:

Section 14. Satellite Dishes. No satellite dish antennas, radio towers or antennas of any nature shall be placed or allowed to remain on said property, except for a single satellite dish measuring no more than eighteen (18) inches in diameter, so long as said satellite dish is conforms the landscaping and maintenance of the Owner's yard (see Section 17).

4. Article II, Section 16 of the Original Declaration is stricken, and a new Article II, Section 16 is substituted as follows:

Section 16. Basketball goals. Only portable basketball goals shall be allowed in side or front yards or driveways, provided they are properly maintained and in good repair. Permanently installed goals must be placed in the back yard. Non-conforming and unsightly basketball goals located in front and side yards are subject to removal by the Association in accordance with the restrictions stated herein.

5. Article II, Section 17 of the Original Declaration is stricken, and a new Article II, Section 17 is substituted as follows:

Section 17. Yard Maintenance. Each Owner shall landscape and maintain the his/her entire property in a well-manicured style, so as to enhance personal as well as the neighbors' homes and Lots. The grass of each Lot shall be kept at a reasonably short length, and all trees, shrubs and bushes shall be properly pruned. If the yard is not maintained properly, the Association has the right to perform the required work and to bill the Lot owner for said work. The Association may obtain a lien against any Lot owner who fails to timely pay any bill for maintenance work done by the Association.

6. Article II, Section 19 of the Original Declaration is stricken, and a new Article II, Section 19 is substituted as follows:

Section 19. Swimming Pools. All swimming pools within the subdivision must be surrounded by a four (4) foot tall privacy or decorative fence; however, any all above-ground swimming pools must be surrounded by a four (4) foot tall privacy fence.

7. Article IV, Section 2 of the Original Declaration is stricken, and a new Article IV, Section 2 is substituted as follows:


Section 2. Amendment. It is understood and agreed, and the present owners

and all subsequent Grantees of present owners expressly agree by the acceptance of land within the above described subdivision area that the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Notwithstanding anything contained herein, these restrictive covenants may be amended at any time by written consent of a majority in interest of the Lot owners in the Silver Creek Subdivision. Notwithstanding the above, the initial Architectural Committee shall consist of three members appointed by the HOA.

IN WITNESS WHEREOF, Declarant, acting pursuant to the authority recited above, for the purpose of consenting to the terms of this Declaration, has caused this Declaration to be executed in a manner so as to be binding this day and year first above written.

SILVER CREEK OF CUMBERLAND HOMEOWNERS ASSOCIATION, INC

By: 
Name: Emily R. Brimmer
Title: President

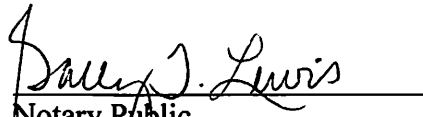
STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, Sally T. Lewis, a Notary Public for said County and State, do hereby certify that Ben Simon personally appeared before me and acknowledged that she is the President of SILVER CREEK OF CUMBERLAND HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by herself.

Witness my hand and notarial seal, this the 14th day of August, 2018.

My commission expires: 2/25/2023


Notary Public

(N.P. SEAL)