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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CREEKWOOD FARMS SUBDIVISION

Prepared by and return to: Gardner Law Firm, PLLC

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS (this "1st Amendment") is made and entered into this 1st day of September, 2020,  
by Charles T. Gardner, hereinafter referred to as "Declarant":

WITNESSETH:

Declarant executed and caused to be recorded a certain Declaration of Covenants, Conditions and  
Restrictions in Book 10524, Page 232, Cumberland County, North Carolina Registry, the terms of which  
are incorporated herein by this reference (hereinafter the "Declaration"). The Declaration provides that  
during the period of Declarant Control, the Declarant has the right to amend the Declaration [Article X].

The Declaration identified the recorded plat on the first page of the Declaration but failed to do  
so on the fourth page. This Amendment is intended to correct that minor error.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that the  
Declaration shall be amended as follows:

1. Amendment to Article I. Section 11.

"Plat" or "Plats" shall refer to the following:

"Creekwood Farms" recorded in Plat Book 142, Page 161 of the Cumberland County,  
North Carolina Registry, and;

"Creekwood Farms Lots 19-22" recorded in Plat Book 145, Page 15 of the Cumberland  
County, North Carolina, Registry (hereinafter "Creekwood Farms").

2. Amendment to Article V. Section 4. Fences.

The following language shall be added to that in Article V Section 4:

Fences shall be installed on the sides and rear of lots on the common property line of a neighboring lot only, except for those common property lines on which a utility or other type of easement exists. For lots containing a utility easement, the fence may be installed no closer to the property line than the edge of the easement closest to the lot's improved structure. Fences must also be installed with the slightly and clean, flat paneled side facing outward. Creekwood Farms is designated as a "tie-in" community, meaning an owner may "tie-in" their fence corner to that of a neighboring lot owner's fence in order to share a common fence wall, so long as no utility or other type of easement exists. The maintenance and repair of the common fence wall, regardless of who paid for the installation of the fence, shall be split evenly between the neighboring owners, except in instances of abuse to or misuse of said fence wall that would not under normal circumstances be reasonably attributed to normal wear and tear. In such instances of abuse or misuse, the party at fault shall bear the cost and responsibility of repairing the fence in as good or better shape as it was before the abuse or misuse within 30 days of the damage occurring.

3. Amendment to Article V. Section 11. Animals.

The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot, except the keeping of orderly domestic pets (dogs or cats) shall be permitted; 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. All pets shall be registered and inoculated as required by law. No dangerous dogs, shall be permitted on any Lot, unless the Lot Owner installs a six (6) foot privacy fence that complies with Section 4 above. All owners of any dangerous dog must provide the Association with a current copy of liability insurance in the minimum amount of \$1,000,000.00.

4. Amendment to Article V. Section 16. Above-Ground Pools.

Above-ground and in-ground swimming pools are permitted and must be located in the rear yard behind an approved fence.

5. Amendment to Article VIII. Section 3. Regular Assessments; Initial Contribution to Working Capital; Fine Assessments.

Effective as of June 19, 2020, the regular assessment shall be increased to \$190.00 and the initial contribution to working capital shall be increased to \$125.00.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal.

(Signatures continued on next page)

DECLARANT:

Charles T. Gardner (SEAL)

Charles T. Gardner

NORTH CAROLINA, CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he/she/they voluntarily signed the foregoing document for the purposes and in the capacity stated therein: Charles T. Gardner.

Date: 9/1/2020

CH Gardner  
Notary Public Signature

Charles H. Gardner  
Notary Public Printed/Typed Name

My commission expires: July 27, 2023

