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END PAGE	0396
INSTRUMENT #	05408

Prepared by and Return to:  
Kevin L. Sink  
Post Office Box 18237  
Raleigh, NC 27619

STATE OF NORTH CAROLINA  
COUNTY OF LEE

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
WESTFALL SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 10th day of October, 2014, by WESTFALL SANFORD, L.L.C., (the "Grantor" or "Declarant"):

WITNESSETH:

WHEREAS, by instrument dated May 14, 2010, the Grantor herein executed a Declaration of Covenants, Conditions and Restrictions affecting the property of said Grantor located within Sanford; said Declaration being recorded in Book 01210, Page 0279, Lee County Registry (the "Original Declaration") and with such real property being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property" or "Subdivision"); and

WHEREAS, it is the desire of the Grantor to amend and modify said restrictions and to subject the Property described in Exhibit A to these amendments to the conditions, covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said Property.

NOW, THEREFORE, WESTFALL SANFORD, L.L.C., hereby amends and modifies the Original Declaration as follows:

1. **Paragraph B** of the Preamble shall be deleted in its entirety and replaced with the following:

Declarant is developing the Property known as "Autumnwood" by subdividing it into "Lots" that are to be used for residential purposes as well as common real estate and improvements that are to be owned by a homeowners association to which the Owner of a Lot must belong and pay lien-supported maintenance assessments; and

2. **Section 1.3** is hereby amended by deleting "Westfall" and replacing it with "Autumnwood".

3. **Section 1.5** shall be deleted in its entirety and replaced with the following:

"Association" shall mean and refer to AUTUMNWOOD HOMEOWNERS ASSOCIATION, INC., to be formed as a non-profit corporation, its successors and assigns.

4. The last sentence of **Section 1.11** shall be deleted in its entirety.

5. The second to last sentence of **Section 1.12** shall be deleted in its entirety and replaced with the following:

Common Expenses shall also include amounts incurred in replacing, or substantially repairing, capital improvements within the Common Areas of the Subdivision.

6. **Section 1.15** shall be deleted in its entirety and replaced with the following:

"Development Period" means the period commencing on the date on which the Original Declaration was recorded in the Lee County Register of Deeds and terminating when the Declarant relinquishes the right to appoint directors, or ten (10) years from the date this amendment is recorded, whichever occurs first. With the execution of this Amendment, it is the express intention of Declarant and all of the current lot owners of any portion of the Property that all rights of Declarant shall be vested in Declarant, subject to any assignment rights of Declarant, during the Development Period.

7. **Section 4.1** shall be deleted in its entirety and replaced with the following:

Homeowners Association. There will be created a North Carolina non-profit corporation, known as Autumnwood Homeowners Association, Inc., which shall be responsible for the maintenance, management and control of the Common Areas and upon each Lot and Dwelling Unit as more specifically set forth in this Declaration.

8. The second sentence in **Section 4.6** shall be deleted in its entirety and replaced with the following sentence:

This shall include, (to the extent any such items exist, and it expressly provided that no such items are required) without limitation, the maintenance, repair, replacement and painting of

the following landscaping and improvements (to the extent that such improvements or landscaping are located upon or constitute Common Areas): (a) all driveways, pavement, sidewalks, walkways and uncovered parking spaces; (b) all lawns, trees, grass and landscape areas, shrubs and fences, except as otherwise set forth hereinbelow; (c) all conduits, ducts, utility pipes, plumbing, wiring and other facilities which are part of or located in, or for the furnishing of utility services to, the Common Areas and which are not for the exclusive use of a single Dwelling Unit.

9. **Section 5.1** shall be deleted in its entirety and replaced with the following:

Regular Assessments. Regular Assessments for the payment of the Common Expenses shall be made in the manner provided herein, and in the manner provided in the Bylaws. The Regular Assessment is established for the benefit and use of the Association and shall be used in covering all of the Common Expenses. Regular Assessment shall be \$18.00 per month for all improved lots. There will be no assessment on vacant lots. Dues may be paid annually or semi-annually. A one-time Capital Contribution Fee of \$120 is required of new homeowners to join the Autumnwood Homeowners Association. There will be no dues charged for vacant lots owned by either the Declarant or a builder. After a builder has owned a lot for 12 months, the Autumnwood Homeowners Association will begin charging 50% of the normal dues commencing on the date the builder starts construction, until such time the home constructed on said lot is sold to a homebuyer and closing occurs. Prior to the start of construction, no dues will be owed as the lot will still be considered a vacant lot. Further provided that for purposes of the Constituent Documents, an "improved lot" is defined as any lot on which construction of a Dwelling Unit has commenced by January 1 of the year for which Regular Assessments would accrue.

10. The first sentence of **Section 5.2** shall be deleted in its entirety and replaced with the following sentences:

In addition to levying Regular Assessments, and to the extent that the reserve fund is insufficient, the Board of Directors may levy Special Assessments to construct, structurally alter, or replace improvements which are a part of the Common Areas, provided that funds shall not be assessed for any capital improvement in excess of Five Hundred and No/100 Dollars (\$500.00) for any one item or in excess of One Thousand and No/100 Dollars (\$1,000.00) in the aggregate in a two year period ("Capital Expenditure Limit") without the prior written consent of two-thirds (2/3) of the votes of each Class of Members who are voting either in person or by proxy at a meeting duly called for such purpose or unless expressly stated in the annual budget.

11. The first sentence of **Section 5.5, 5.5.1** shall be deleted in its entirety and replaced with the following:

5.5.1 The monthly Regular Assessment provided for herein shall commence as to each Owner of a Lot, except Declarant, on the first day following the initial conveyance of the Dwelling Unit to the Lot Owner, on the day of his home closing, and shall be adjusted according to the number of days remaining in the month. Notwithstanding the foregoing, there shall be no dues owed by a Lot Owner who owns a vacant lot.

12. The second sentence of **Section 5.6** shall be deleted in its entirety and replaced with the following:

This Regular Assessment may be paid every six months or once every 12 months.

13. **Section 8.1** shall be amended by adding the following sentence at the end:

The Board of Directors or Architecture Control Committee shall have approval rights with respect to all of the matters set forth in Article VIII.

14. **Section 8.2** shall be deleted in its entirety and replaced with the following:

Minimum Square Footage. One story homes must have a minimum finished heated square footage of 1500 square feet. Two story homes must have a minimum finished heated square footage of 1800 square feet.

15. The second sentence of **Section 8.3** shall be deleted in its entirety and replaced with the following:

All garages must have a garage door.

16. The second sentence in **Section 8.4** shall be deleted in its entirety and replaced with the following:

No chain link fencing shall be allowed on any lot.

17. **Section 8.5** shall be deleted in its entirety and replaced with the following:

Exteriors. All dwellings and garages shall have a foundation of brick, stone veneer or parged concrete. Also, any other structures built or placed on the lot, such as storage buildings, must have a brick, stone veneer or parged concrete foundation to match the home or be on a permanent concrete slab. The balance of the exterior covering of the house may be composed of wood siding or hardiplank (fiber cement) or similar siding approved by the Declarant. Vinyl siding metal wrap are not permitted on any home in the subdivision. No metal or prefabricated storage buildings are allowed on any lot in the subdivision. Siding on any other exterior structures on a lot, such as storage buildings, must match the siding on the dwelling on the lot. With the exception of fireplace overhangs, all parts of the first floor structure on the front and sides of a dwelling must have a permanent foundation beneath it.

18. The last sentence of **Section 8.8** shall be deleted in its entirety and replaced with the following:

Wood porches and decks are allowed on a home.

19. **Section 8.9** shall be deleted in its entirety and replaced with the following:

Satellite Dishes. No satellite dishes larger than two feet in diameter are allowed. All satellite dishes must be located on the side or rear of the home and must be approved by the Board of Directors or Architecture Control Committee.

20. **Section 8.11** shall be deleted in its entirety.

21. The first sentence of **Section 8.13** shall be deleted in its entirety and replaced with the following:

Driveways. All driveways must be composed of concrete and extend from the street pavement to the garage door.

22. **Section 8.14** shall be deleted in its entirety and replaced with the following:

Signage. During construction of the dwellings lot number signs and "For Sale" signs are permitted. Once construction of a dwelling is completed no signs shall be allowed on any lot except for a "For Sale" or "For Rent" sign that is sized for the typical real estate or rent sign in Lee County. Political signs should be no larger than 18 x 24 inches and are allowed for 30 days prior to an election and must be removed the day after election. Signage shall also be in compliance with any municipal ordinances.

23. **Section 8.16** shall be deleted in its entirety.

24. **Section 8.17** shall be deleted in its entirety and replaced with the following:

Mailboxes. Original mailboxes will be supplied by the Declarant (or any builder on such lot). If a replacement mailbox is needed in the future, every effort will be made to supply a replacement that matches the original mailbox. After the Lot Owner has purchased the home, it is the responsibility of the Lot Owner to maintain and/or replace their own mailboxes.

25. **Section 10.5** shall be amended by adding the following sentence to the end thereof:

This Amendment is executed by the Declarant along with all of the current owners of the Lots that comprise the Property.

Except as expressly modified or amended by this Amendment, the Original Declaration shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties below have caused this Amendment to be signed effective as of the day and year first above written.

WESTFALL SANFORD, L.L.C.

BY: Albert Adcock  
Manager

BY: [Signature]  
Manager

Albert Adcock  
Albert Adcock

Sylvia C. Adcock  
Sylvia C. Adcock

[Signature]  
Rex W. Brown

Jennifer Brown  
Jennifer Brown

A. Mark Adcock  
A. Mark Adcock

Dorothy R. Adcock  
Dorothy R. Adcock

[Signature]  
Donald T. Oldham

Susan R. Oldham  
Susan R. Oldham

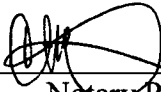
[Signature]  
Paul J. Adcock

Elizabeth L. Adcock  
Elizabeth L. Adcock

NORTH CAROLINA  
LEE COUNTY

I, Celis M. O'Quinn, a Notary Public for said County and State, do hereby certify that ~~Albert C. Adcock~~ and ~~Donald T. Oldham~~, Managers of Westfall Sanford, L.L.C, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 10th day of October, 2014.

  
\_\_\_\_\_  
Notary Public **CELIS M O'QUINN**  
**NOTARY PUBLIC**  
**LEE COUNTY**  
**NORTH CAROLINA**

My Commission Expires:

June 15, 2019

Printed Name of Notary:

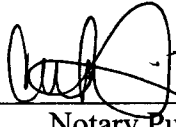
Celis M. O'Quinn

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NORTH CAROLINA

LEE COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document. ~~Albert C. Adcock~~ and Sylvia C. Adcock.

  
\_\_\_\_\_  
Notary Public **CELIS M O'QUINN**  
**NOTARY PUBLIC**  
**LEE COUNTY**  
**NORTH CAROLINA**

Date: October 10, 2014

Printed Name: Celis M. O'Quinn

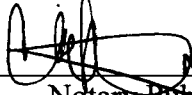
My commission expires: June 15, 2019

NORTH CAROLINA

Lee COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Rex W. Brown and Jennifer Brown.

Date: October 10, 2014

  
CELIS M O'QUINN  
NOTARY PUBLIC  
LEE COUNTY  
NORTH CAROLINA  
Notary Public

Printed Name: Celis M. O'Quinn

My commission expires: June 15, 2019

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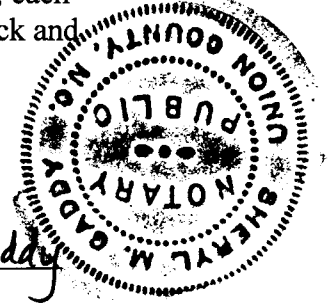
NORTH CAROLINA

UNION COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: A. Mark Adcock and Dorothy R. Adcock.

Date: October 8, 2014

  
Sheryl M. Gaddy  
Notary Public



Printed Name: Sheryl M. Gaddy

My commission expires: 5-13-2015

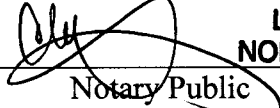
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NORTH CAROLINA

Lee COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Donald T. Oldham and Susan R. Oldham.

Date: October 10, 2014

  
CELIS M O'QUINN  
NOTARY PUBLIC  
LEE COUNTY  
NORTH CAROLINA  
Notary Public

Printed Name: Celis M. O'Quinn

My commission expires: June 15, 2019

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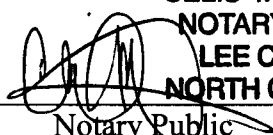


NORTH CAROLINA

Lee COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Paul J. Adcock and Elizabeth L. Adcock.

Date: October 10, 2014

  
**CELIS M O'QUINN**  
**NOTARY PUBLIC**  
**LEE COUNTY**  
**NORTH CAROLINA**  
Notary Public

Printed Name: Celis M. O'Quinn

My commission expires: June 15, 2019

EXHIBIT A

BEING located in Lee County, North Carolina, and being more particularly depicted as Sixty-Nine (69) subdivided residential building Lots, being Lots 100-107 and 109-169, together with associated Common Areas including private alleys, public right of way, etc. as shown on a map entitled "Westfall Subdivision, Phase I", which map was prepared by Thomas J. Matthews, PLS, dated 5/5/2010, and recorded in Plat Cabinet 2010, Slide 64, of the Register of Deeds of Lee County.