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PRESENTED & RECORDED:

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JEFF L. THIGPEN

REGISTER OF DEEDS

BY: ANDREW S ADKINS

DEPUTY

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NORTH CAROLINA

AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WHISPERING WOODS
SUBDIVISION

GUILFORD COUNTY

THIS AMENDMENT is made this 23 day of April, 2007 by the lot owners
of Whispering Woods Homeowners Association.

WITNESSETH:

WHEREAS, the Pulte Home Corporation caused to be recorded with the Guilford County
Register of Deeds in **Book 3634, Page 1684** the Declaration of Covenants, Conditions and
Restrictions for Whispering Woods Subdivision (the "Declaration");

WHEREAS, the Declaration provides in Article XI, Section 10 that:

"The Covenants, Conditions and Restrictions of this Declaration may be
amended during the first thirty (30) year period or thereafter by instrument signed
by the Owners of not less than two-thirds (2/3) of the Dwelling Units or Sites,
provided, however, that the Board of Directors of the Association (with prior
approval of VA or HUD) may amend this Declaration to correct any obvious
error or inconsistencies in drafting, typing or reproduction or amendment
requested by VA, HUD, Fannie Mae or Freddie Mac without actual consent of
the Owners, and such Amendment shall be certified as an official act of the
Board and recorded in the Office of the Register of Deeds of Guilford County;

WHEREAS, the lot owners desire to amend the Declaration to further provide for the
maintenance of Common Area and improvements within the Association and to sustain the

desirable and efficient preservation of the values and amenities in promoting the recreation, health, safety and welfare of the residents of the Association;

WHEREAS, the required consent has been obtained in writing from the Owners as reflected on an instrument which may be found among the books and records of the Association.

NOW THEREFORE, the Declaration is amended as follows:

The following language is deleted from Article IV, Section 1(2) and is not replaced: "(As provided in the North Carolina General Statute §6-21.2)."

Article VI is amended by replacing the words "Hickory Woods" with the words "Whispering Woods" in each and every instance throughout the Article.

Article IX is amended by adding the following section:

"Section 6 Single Family Use Restriction. No lot within the Association shall be used as a halfway house, juvenile home, detention center, detention home, temporary shelter, long-term shelter, institution, treatment facility or rehabilitation center of any kind.

No lot within the Association shall be used to house persons addicted to or recuperating from the effects of or addiction to drugs or alcohol or persons adjusting to non-prison life, including but not limited to pre-release, work release, probationary programs or juvenile detention.

This Section is intended to prevent the use of property within the Association for, by way of illustration and not limitation, protection, detention, or rehabilitation of drug addicts, criminals, juveniles, homeless persons or other similarly situated persons. It is not the intent of this provision to prevent the owners of the lots, their spouses, children, or legal relatives from undergoing medical, therapeutic, rehabilitation or treatment at home.

Notwithstanding anything herein to the contrary, neither the Association nor the members of the Board of Directors shall be liable for any personal injury, death or property damage caused by any violation of this Section within the Properties if the Association fails to enforce these covenants and each member of the Association hereby releases the Association and members of the Board of Directors from all liability arising therefrom."

Article IX is further amended to add the following:

"Section 7 Rental Limitation. The number of lots within the Association used as rental property/investment property shall not be more than fifteen percent (15%) of the total number of lots within the Association. Other than the said fifteen percent (15%) all other lots within the Association shall be occupied by persons with legal title to the property, legal ownership interest in the property, and/or a marital interest in the property, and the family members of those categories of persons.

All property being rented and leased must be registered with the Board of Directors of the Association providing the name and address of the owners of the property, the names of all tenants leasing the property, the starting date and ending date of the lease term in addition to any other requirements for leased property found herein.

The provisions of this Section are intended to set a maximum number of rental and investment properties that may exist within the Association to fifteen percent (15%) of the total number of units within the Association.

Notwithstanding anything herein to the contrary, neither the Association nor the members of the Board of Directors shall be liable for any personal injury, death or property damage caused by any violation of this Section within the Properties if the Association fails to enforce these covenants and each member of the Association hereby releases the Association and members of the Board of Directors from all liability arising therefrom.”

Article IX is further amended to add the following:

“Section 8 Prohibition Against Sex Offenders as Owners or Lessees. No person listed as a registered sex offender, or who is required to register as a sex offender, within the state of North Carolina may be a member of the Association or own title to any property or unit or lot within the Association. In addition, no owner may rent to an individual who is a registered sex offender or who is required to register as a sex offender. The clear intent of this strict prohibition is to prevent registered sex offenders, or persons who are required to be registered sex offenders from the buying, keeping, and/or maintaining title to property within the Association and to prohibit the same from renting/leasing.

Notwithstanding anything herein to the contrary, neither the Association nor the members of the Board of Directors shall be liable for any personal injury, death or property damage caused by any violation of this Section within the Properties if the Association fails to enforce these covenants and each member of the Association hereby releases the Association and members of the Board of Directors from all liability arising therefrom.”

Article IX is further amended to add the following:

“Section 9 Antennas and Satellite Dishes. The Association may provide cablevision or central television antennas provided that the cost shall be borne by those who subscribe to the service and shall not be included in an annual or special assessment.

The Association has preferences regarding the installation or satellite dishes for reception of video programming pursuant to FCC Regulations under OTARD. Antenna or satellite dishes installed for reception of video shall be hereinafter identified as “Video Antenna/Video Satellite Dish.” Antenna and satellite dishes that receive signals other than for video are governed and controlled by the Association’s regular Architectural Control provisions found in the Declaration.

No Video Antenna/Video Satellite Dish larger than 1 meter in diameter shall be allowed on any Lot. No Video Antenna/ Video Satellite Dish may be erected within ten feet (10') of electric power lines. Every Video Antenna/Video Satellite Dish must be properly grounded and secured. These are safety requirements established to protect against contact between any Video Antenna/Video Satellite Dish and electric power lines, and for the safety of persons coming in contact with the Video Antenna/Video Satellite Dish.

Plans showing the proposed location of Video Antenna/Video Satellite Dish and grounding and security provisions therefore should be submitted to the Architectural Committee prior to installation. Such plans shall be deemed approved if the Owner is not advised in writing of disapproval within twenty-one (21) days following proper submission of the plans.

The Association has Preferences regarding the location and installation of Video Antenna/Video Satellite Dish located on Lots within the Properties. Every Video Antenna/Video Satellite Dish must be located on the rear portion of the Owner's Lot in a location that is least visible from any street and that is least visible from any adjacent Lots within the Properties, to the extent such placement is consistent with reception of an acceptable quality programming signal.

If any Video Antenna/Video Satellite Dish cannot receive an acceptable signal from the rear of the Lot, it may be located on the side of the Lot (not connected to any building surface). The Owner must cause the Video Antenna/Video Satellite Dish to be reasonably screened from view of the adjacent streets and Lots. If the Video Antenna/Video Satellite Dish must be connected to any building surface to receive an acceptable quality programming signal, the Owner must paint the Video Antenna/Video Satellite Dish to reasonably match the background against which it is mounted. Any screening must be approved by the Architectural Control Committee.

The Association, and its agents, shall have the right to inspect any new or existing Video Antenna/Video Satellite Dish that has not obtained prior approval from the Architectural Control Committee. The Association may determine reasonable alternate locations for any Video Antenna/Video Satellite Dish that more closely meet the Preferences of the Association. If it is determined by the Association that the Video Antenna/Video Satellite Dish is to be located in a different location, the Video Antenna/Video Satellite Dish shall be moved to that location by the Owner.

If the Association requires relocation of any Video Antenna/Video Satellite Dish, the Lot Owner shall waive any objection to the new location as long as the relocation creates acceptable signal reception.

In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association and its agents the right to unobstructed access over and upon each Lot at all reasonable times to perform inspections, signal testing, and relocation of all antennas or satellite dishes. Said easement shall exist upon every Lot bound to this Declaration and shall run with and bind to the land that is subject to this Declaration."

Article XI, Section 3 is deleted in its entirety and replaced with the following:

“Section 3 Enforcement. The Association, or any owner, shall have the right to enforce these covenants, the Bylaws of the Association and the Articles of Incorporation of the Association, and the Rules and Regulations of the Association, by any proceedings at law or inequity against any person or persons violating or attempting to violate or circumvent any Covenant, either to restrain such violation or to recover damages, and against the land and to enforce any lien created by these Covenants, and the failure of the Association or any Owner to enforce any Covenant contained herein for any period of time shall in no way be deemed to be a wavier or estoppel of the right to enforce such Covenant at any time thereafter. The Association or an owner who takes any action under this section shall be entitled to recover from the non-prevailing party their reasonable attorney fees and costs incurred.”

Article XI, Section 7, shall be amended to change the initial fifty percent (50%) quorum requirement to a twenty-five percent (25%) initial quorum requirement.

Certification. The Board of Directors of the Whispering Woods Homeowners Association has reasonably assured itself that this Amendment has been duly approved by the Owners as provided in Article XI, Section 10 of the Declaration. The Board of Directors hereby certifies that the Amendment is valid and that the Amendment was recorded within thirty (30) days of passage by the membership.

This the 3rd day of May, 2007.

Whispering Woods Homeowners Association.

By: 

President

ATTEST:

Lee Healy

Secretary, Whispering Woods Homeowners Association

I, Lee Healy, Secretary of Whispering Woods Homeowners Association, certify that Aestua Healy personally came before me this day and acknowledged that s/he is the President of Whispering Woods Homeowners Association, a North Carolina corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand, this the 3rd day of May, 2007.

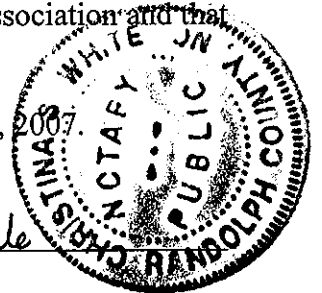
Lee Healy
Secretary, Whispering Woods Homeowners Association

NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that Austin Healy personally appeared before me this day and acknowledged that s/he is the President of Whispering Woods Homeowners Association and that s/he has executed the foregoing instrument as its President.

WITNESS my hand and seal this the 3rd day of May, 2007.



Christina S. White
Notary Public

Printed Name Christina S. White

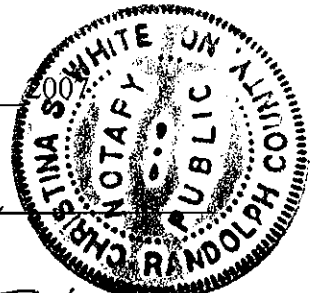
My Commission Expires: 4-16-08

NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Lee Healy, personally appeared before me this day and acknowledged that s/he is the Secretary of Whispering Woods Homeowners Association, a North Carolina corporation, 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 himself as its Secretary.

Witness my hand and official seal, this 3rd day of May



Christina S. White
Notary Public

Printed Name: Christina S. White

My Commission Expires: 4-16-08