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GUILFORD CO, NC FEE \$26.00

PRESENTED & RECORDED:

05-11-2007 01:20:02 PM

JEFF L. THIGPEN

REGISTER OF DEEDS

BY: ANDREW S ADKINS

DEPUTY

BK: R 6722

PG: 52-56

Prepared by and Mail to: Steven E. Black, Forman Rossabi Black PA
P.O. Box 41027, Greensboro, NC 27404

plu Black

NORTH CAROLINA

AMENDMENT TO RESTRICTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WHISPERING WOODS SUBDIVISION

GUILFORD COUNTY

THIS AMENDMENT is made this 23 day of April, 2007 by the Owners
within the Whispering Woods Subdivision.

WITNESSETH

WHEREAS, the Pulte Home Corporation, a Michigan corporation, (the "Declarant")
caused to be recorded with the Guilford County Register of Deeds in **Book 3634, Page 1673** the
Restrictive Covenants, Conditions and Restrictions for Whispering Woods Subdivision (the
"Restrictions");

WHEREAS, the Restrictions provide in Section 3.13 that:

"At any time, the Owners of the legal title to two-thirds (2/3) of the lots within
the Subdivision (as shown by the Guilford County Records) may amend the
Covenants, Conditions and Restrictions set forth herein by recording an
instrument containing such amendment(s), except that, for the five (5) years
following the recording of this Declaration, no such amendment shall be valid or
effective without the joinder of Declarant."

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

WHEREAS, the initial five (5) year period following the recording of the Declaration has
expired;

WHEREAS, Declarant no longer owns any lots within the Whispering Woods Subdivision;

WHEREAS, the Owners within Whispering Woods desire to amend the Declaration to further provide for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots within the subdivision.

NOW THEREFORE, the Restrictions are amended as follows:

Section 1.6(c) is deleted in its entirety and replaced with the following:

“Except for dog houses and storage sheds, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon. Any dog houses or storage sheds shall require the approval of the Architectural Control Committee as more clearly set forth in Article II of the Restrictions.”

Section 1.6(f) shall be deleted in its entirety and replaced with the following:

“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.”

Section 3.9 is hereby deleted in its entirety and replaced with the following:

“Section 3.9 Enforcement. The Owner of any lot in the subdivision, and the Whispering Woods Homeowners Association, shall have the easement and right to have each and all of the foregoing Restrictions, Conditions and Covenants herein, faithfully carried out and performed with reference to each and every lot in the Subdivision, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Subdivision, without reference to it when it was sold, the right and easement to have such Restrictions, Conditions and Covenants strictly complied with, such right to exist with the Owner of each lot, and with the Whispering Woods Homeowners Association, and to apply to all other lots in Subdivision whether owned by the undersigned, its successors and assigns, or others. Failure by any Owner, or failure by the Whispering Woods Homeowners Association, to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Association, or any Owner who takes any action of enforcement, shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.

This the 3rd day of May, 2007.

Whispering Woods Homeowners Association.

By: [Signature]
President

ATTEST:

Lee Healy
Secretary, Whispering Woods Homeowners Association

I, Lee Healy Secretary of Whispering Woods Homeowners Association, certify that Austin 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

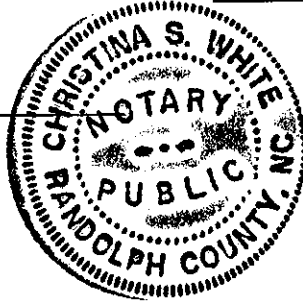
I, the undersigned Notary Public, do hereby certify that Austin Healy personally appeared before me this day and acknowledged that s/he is the President of Whispering Woods Homeowners Association and that s/he has executed the foregoing instrument as its President.

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

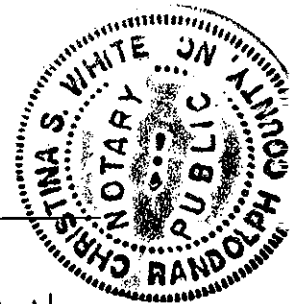
GUILFORD COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Austin Healy^{osw}, 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 2007.

Christina S. White
Notary Public

Printed Name: Christina S. White



My Commission Expires: 4-16-08