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JEFF L. THIGPEN

REGISTER OF DEEDS

BY: DEBORAH LIGHT

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AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

FOR
GRIFFIN MILL

plu
Drawn By and Return To:
Isaacson Isaacson Sheridan Fountain & Leftwich, LLP.
Attention: Marc L. Isaacson
101 West Friendly Avenue, Suite 400
Greensboro, NC 27401

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THIS TO AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR GRIFFIN MILL (this “**Amendment**”), dated February 28, 2013, is executed by **7 CCC, LLC**, a North Carolina limited liability company (“**Declarant**”).

RECITALS

A. That certain Declaration of Covenants, Conditions and Restrictions for the subdivision known as “Griffin Mill” is recorded in Book 6542 at Page 946, as supplemented by those certain Supplements to Declaration recorded in Book 6696, Page 1906 and Book 6778, Page 1476 in the Office of the Register of Deeds for Guilford County, North Carolina (the “**Declaration**”). Any capitalized term used but not defined in this Amendment shall have the meaning given that term in the Declaration. “**Affiliate**” shall mean any entity in which Declarant or any of its principals has an ownership interest.

B. Developer is successor to CRM Mid-Atlantic Properties, LLC (successor to the original developer, Griffin Mill, LLC) by Assignment and Assumption of Declarant Rights recorded in Book 1759, Page 1660 in the Office of the Register of Deeds for Guilford County, North Carolina.

C. Phase I of Griffin Mill has been developed as shown on plats recorded in Plat Book 164, Page 147, Plat Book 169, Page 19, Plat Book 170, Page 57, Guilford County Registry. ("Phase I Plats"). Declarant desires to develop the remaining Additional Property located outside of the areas shown in the Phase I Plats in separate subdivisions, and such property, as developed, will not be annexed into the Griffin Mill Subdivision.

D. Pursuant to Article X, Section 3 "Amendment," Declarant, as owner and holder of 83% of the Class B membership votes, and as Declarant, desires to amend the Declaration as follows:

STATEMENT OF AMENDMENT

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer agrees, for itself and its successors and assigns, that the Declaration is amended as follows:

1. Article VII, Section 2. Dwelling Specifications, is hereby deleted, and the following is inserted in lieu thereof:

"SECTION 2. DWELLING SPECIFICATIONS. No dwelling shall be erected or allowed to remain on a Lot if the main structure, exclusive of open porches, decks and garages, contains less than two thousand one hundred (2,100) square feet of heated floor area. All houses shall be of a crawl space construction faced with brick. Slab foundation is not permitted except for the garage areas. All houses shall consist of brick on all four sides of the house, with the exception that if more than 70% of the rear of any house cannot be viewed from the furthest northwest point of the Griffin Mill property line on Trooper Road or from any location facing the house on Bedstone Lane, from any other street that is part of Griffin Mill Phase 1, then the rear of that house may be vinyl siding.

The front elevations of each of the house plans shall have a materially different look than any other house to either immediate side of the subject house consisting of raised multi-course soldiers or traditional jack arch detail with keystones on front windows, where appropriate, stone and small areas of vinyl board treatments, and color of the brick. If any two of the house plans are the same house plan then the builder will reverse one and change the front treatments so to appear to be a different plan. Each front door of each house plan shall have at least one (1) transom or a set of double sidelights. All front and main roofs shall have pitches of 10/12 or greater excluding porches, bay windows and fireplaces.

All second floor front windows shall have at least one (1) soldier's course of brick or stone over them.

As indicated above, the identical color brick shall not be used on any contiguous house plan.

No further or additional restrictions shall be placed on the remaining Lots owned by Declarant (or any Affiliate of Declarant) as of the date of this Amendment. This restriction and provision may not be amended without the written consent of Declarant. Any building plans for such Lots owned by Declarant shall be subject to the review of the Architectural Control Committee to ensure substantial compliance with the restrictions as set forth herein.

All new construction plans submitted for the review and approval by the Architectural Control Committee shall include a non-refundable \$300 review fee, and all modifications to any existing home shall include a non-refundable fee of \$100; provided, that Declarant shall not be subject to such fee or charge for approval of its plans or plans of its Affiliate.”

2. Article VII, Section 4. Motor Vehicles, is hereby deleted, and the following is inserted in lieu thereof:

“SECTION 4. MOTOR VEHICLES. No boat, marine craft, hovercraft, aircraft, trailer, camper, truck greater than one ton in size or motorized van used for commercial purposes shall be parked within the right of way of any public or private street adjacent to any Lot or on any Lot, except that any of the above may be parked completely inside a garage. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, and pick-up trucks that are in operable condition and have current license plates and inspection stickers. No inoperative motor vehicle may be parked or stored on any Lot or any public or private street or other area within the Properties for a period in excess of 48 hours. No mobile home, manufactured home, modular home, trailer, or other like structure shall be located or installed on any Lot.”

3. Article VII, Section 5. Animals, is hereby deleted, and the following is inserted in lieu thereof:

“SECTION 5. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on the Common Elements or on any Lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, and further provided that they are kept and maintained in compliance with (i) all laws and ordinances of the State of North Carolina, the County of Guilford relating thereto; and (ii) such rules and regulations pertaining thereto as the Executive Board may adopt from time to time.”

4. Article VII, Section 6. Outside Antennas, is hereby deleted, and the following is inserted in lieu thereof:

“SECTION 6. OUTSIDE ANTENNAS. Except for “Dish” Antennas designed to receive direct broadcast satellite service, including direct-to-home satellite service, one meter (39”) or less in diameter, antennas designed to receive video programming services

via MMDS (wireless cable) or antennas designed to receive digital television broadcast signals, no outside antennas or satellite dishes and no free standing transmission or receiving towers shall be erected on any Lot within the Properties without the prior written permission of the Architectural Control Committee. Except as otherwise reasonably required in order to receive the intended signal, any antenna or satellite dish erected on any Lot within the Properties shall be affixed to the dwelling, shall be a color which blends with its surrounds, shall have a mast only as high as reasonably necessary to receive the intended signal and shall not be visible from any street. Only one (1) dish antenna shall be allowed per Lot. As the technologies used to provide broadcast and cable television, internet and telephone services evolve rapidly, upgrades to or replacement of antennas for these services requires prior written approval of the Architectural Control Committee.

5. Article VII, Section 7, Subdivision of Lots, is hereby deleted, and the following is inserted in lieu thereof:

“SECTION 7. SUBDIVISION OF LOTS. No Lot, with the exception of Lot 12, shall be subdivided into a lot smaller than or different from the Lot shown on the recorded plat, and no street shall be laid out across or through any Lot, except with the written consent of Declarant.”

6. Article VII, Section 10, Fences or Walls, is hereby deleted, and the following is inserted in lieu thereof:

“SECTION 10. FENCES OR WALLS. No fence, wall or other enclosure shall be constructed on any Lot without first obtaining the approval of the Architectural Control Committee as provided in Article V of this Declaration. No fence on any Lot shall be permitted to extend nearer to any front street than the back building line of the residence located on that Lot or nearer to any side street than the side building line of the residence located on that Lot. No portion of any fence erected on any Lot may exceed four (4) feet in height and chain linked fences are not permitted.”

7. Article VII, Section 11, Propane Tanks, is hereby added as an additional new section:

“SECTION 11. PROPANE TANKS. No above-ground propane tanks will be permitted on any Lot, with the exception of a cooking grill and/or for temporary use.”

8. Article VIII, Section 2, Signs, is hereby amended to add the following:

“Declarant hereby reserves the easement and right to erect and maintain a sign on Lot 63, Griffin Mill, Phase 1, at the intersection of Bedstone Drive and Trospen Road for the sales of the remaining lots in Griffin Mill, Phase 1 and for additional lots to be developed and sold in the Additional Property (as described in Exhibit A).

9. Article VIII is hereby amended to add the following section 5, Development Easements:

“SECTION 5. DEVELOPMENT EASEMENTS. Declarant hereby reserves unto itself, its successors and assigns the right to establish easements in and on the Properties and Additional Property as reasonably necessary to comply with the requirements of any agency as needed to further develop the Additional Property, such as requirements of City of Greensboro or North Carolina Department of Transportation, including easements for vegetation and sight areas, erosion control and temporary and permanent construction easements as necessary. Further, it is acknowledged that the area noted on Plat Book 169, Page 19, Guilford County Registry as “Dedicated to City of Greensboro, Guilford County and the Public for Drainageway and Open Space” has not been accepted for dedication by any governmental agency and is owned by Declarant and is not a part of Griffin Mill, Phase I.

10. Except as expressly amended by this Amendment, the Declaration shall continue in full force and effect.

SIGNATURE PAGE ATTACHED HERETO

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and have hereunto set its hand and seal on this date first above written.

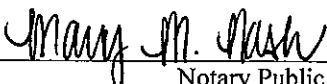
7CCC, LLC, a North Carolina limited liability company

By: 
Herbert B. Parks, Manager

Guilford County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Herbert B. Parks

Date: February 28, 2013


Notary Public

(Official Seal)

Printed Name: Mary M. Nash, Notary Public

My commission expires: 09/23/2017

