

Rockingham County, North Carolina

Benjamin J. Curtis, Register of Deeds

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**NORTH CAROLINA
ROCKINGHAM COUNTY**

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR COLLYBROOKE**

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLLYBROOKE is made by COLLYBROOKE HOMEOWNERS ASSOCIATION, INC. ("Association").

W I T N E S S E T H:

WHEREAS, the Declarant subjected COLLYBROOKE (the "Property") to the Declaration of Covenants, Conditions and Restrictions for Collybrooke recorded in Deed Book 1338, Page 568 of the Rockingham County Registry, as amended and supplemented from time to time, including but not limited to those listed below (the "Declaration"):

- a) Deed Book 1541, Page 508;
- b) Deed Book 1545, Page 2594;
- c) Deed Book 1575, Page 248;
- d) Deed Book 1581, Page 347;
- e) Deed Book 1589, Page 1525;
- f) Deed Book 1606, Page 1025;

WHEREAS, This Amendment applies to and runs with the land that is subject to the Declaration;

WHEREAS, the Property is subject to the North Carolina Planned Community Act (NCGS § 47F);

WHEREAS, NCGS § 47F-2-117 states that the declaration may be amended only by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated, or any larger majority the declaration specifies, and such approval has been obtained.

NOW THEREFORE, the Declaration for the Association is amended as follows, and shall apply all property that is subject to the Declaration (as supplemented and amended):

Article IX: Use Restrictions, Sections 6 (b), (g) and (h), and Section 7 (first paragraph only) are amended by replacing the existing language in their entirety as follows:

Section 6. Additional Specifications.

(b) Outbuildings. Owners of any outbuilding and/or utility building (collectively "outbuilding") are responsible for insuring that they are placed and/or constructed in accordance with any building codes, laws, and/or ordinances. Any outbuilding may not be more than one (1) story tall and may not exceed a maximum size of twelve feet by twenty-four feet (12'x24'). Outbuildings must be located behind the main dwelling structure. Outbuildings must be constructed in keeping with aesthetics of the main dwelling on said lot and approved by the Board of Directors (or Architectural Control Committee, if established). Only one (1) outbuilding is permitted.

(g) Fencing. No portion of any fence shall be erected or maintained on any Lot which is closer to the street (which the main structure faces) than the midpoint of the side of the dwelling structure. No fence shall exceed six (6) feet in height. All fences (including composition of materials and manner of construction) must be approved in writing in advance of construction by the Board of Directors (or Architectural Control Committee, if established). Without limiting the generality of the foregoing approval requirement, no chain link fencing of any kind shall be allowed, which shall include pet kennels. The Board of Directors (or Architectural Control committee, if established) shall have the power and authority to determine if a structure constitutes a "fence" as referred to in this paragraph.

(h) Play Equipment. No basketball backboards, swings, sliding boards or other play apparatus may be affixed or placed in the front yard of any Lot. Basketball backboards may be located by the driveway but may not be affixed to the main dwelling structure or placed in the street.

Section 7. Maintenance. (NOTE: This is an amendment to the first paragraph of Section 7 only. The remaining paragraphs will remain unchanged)

Each lot shall be maintained and preserved by the Owner in a clean, orderly, and attractive manner within the spirit of the development. Each owner of a Lot shall be responsible for maintenance of the portion of the street right-of-way between his Lot and the street and for the portion of any sidewalk on the Owner's Lot or between his Lot and the street (if not maintained by a governmental entity). The Declarant or its agent and the Association shall have the right to enter upon any Lot or area to remove such waste or cut and remove any construction material, grass, weeds, trees, etc., on any Lot or area deemed by public authority or the Declarant

or its agent or the Association, to be unsightly. If the Declarant or Association performs the work to comply with this restriction then the cost shall be borne by the Lot owner and the cost shall be a lien upon the Lot until paid as with other assessments. Trash, garbage, or other waste shall be kept in sanitary containers, either in a garage or on the side or rear of the dwelling structure, except for the day of trash collection, when sanitary containers may be placed at or on the street. Sanitary containers must be promptly removed from the street the evening after collection.

All other terms and conditions contained in the Declaration shall remain unchanged.

COLLYBROOKE HOMEOWNERS
ASSOCIATION, INC.

By:

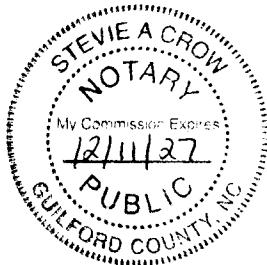
Austin Larsen

_____, President

STATE OF NORTH CAROLINA
COUNTY OF Guilford

I, a Notary Public of the County and State aforesaid, certify that Austin Larsen personally came before me this day and acknowledged that he/she is President of Collybrooke Homeowners Association, Inc., and that he/she, President, being authorized to do so, executed the foregoing on behalf of the Association.

WITNESS my hand and official stamp or seal, this 20th day of December, 20223



[Signature]
Notary Public

Stevie A Crow
Printed Name

My commission expires: 12/11/27