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Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 1779 PG 226 - 230

Drawn by and Mail to:

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STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR VILLAGE AT APPLEWOOD
(Book 1716, Page 575)**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGE AT APPLEWOOD (this "Amendment") is made by **LGI HOMES-NC, LLC**, a North Carolina limited liability company ("LGI" or "Declarant") and is made and effective as of the time and date it is recorded in the Office of the Clerk of Court for Granville County, North Carolina (the "Registry").

RECITALS

WHEREAS, LGI is "Declarant" for "VILLAGE AT APPLEWOOD" (the "Subdivision") all as described in that Declaration of Covenants, Conditions and Restrictions for Village at Applewood, recorded in Book 1716, Page 575 in the Registry (the "Declaration");

WHEREAS, capitalized terms used and not defined in this Amendment shall have the same meaning as ascribed to such terms in the Declaration; and

Submitted electronically by "St. Amand & Efird PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Granville County Register of Deeds.

WHEREAS, pursuant to its rights under the Declaration, Declarant hereby exercises its unilateral right to supplement and amend the terms of the Declaration as herein provided.

NOW, THEREFORE, Declarant amends the Declaration as follows:

- 1) Sheds and Accessory Structures. Section 5.3 of the Declaration is hereby deleted and replaced with the following replacement Section 5.3:

Section 5.3 Use of Sheds and other Accessory Structures. Except as expressly provided in this Section 5.3, no tent, shack, barn, car port, metal awnings, metal utility sheds or other building, other than a Residential Unit and its garage, shall be erected on a Lot, and used temporarily or permanently as a residence, nor shall any such structure be used for any other purpose. Notwithstanding the foregoing the Declarant and any Designated Builder, may use temporary sheds, buildings, offices or facilities in connection with the marketing, sale and construction of Units. Furthermore, and only with approval of the Architectural Committee in any event, a maximum of one (1) storage shed (but not barn or Gambrel style) may be allowed on a Lot so long as: i) the shed complies with all applicable laws, regulations and Project Documents; ii) the shed is located behind the rear plane of the Unit; iii) the shed is situated not less than three (3) feet from any Lot line; iv) the shed is not larger than 8' x 12' in size; v) the shed is not greater than 10' high; vi) the exterior surface materials and color match the majority of the façade of the Unit (with no metal sheds allowed); vii) the roof of the shed is covered with shingles matching the shingles on the Unit; viii) the shed is constructed on a poured concrete foundation; and ix) the Lot on which the shed is being placed has already installed a six foot (6') privacy fence (complying with all Project Documents and approvals) in place around the rear of the Lot.

- 2) Flags and Holidays. The following are hereby added as Sections 5.20 and 5.21 in the Declaration:

Section 5.20 Flags. The official flag of the United States and/or the State of North Carolina may be displayed on any Lot provided (i) such flag is displayed in the manner required under the federal flag code from a pole attached to a dwelling on the Lot, (ii) the pole is no higher than the top of the dwelling, (iii) the pole is no longer than ten feet in length and does not extend more than ten feet from the edge of the dwelling, (iv) the flag is no more than twenty four square feet in size, and (v) the flag is maintained in good condition. Furthermore, the flag of another nation may be displayed in lieu of the United States Flag on national holidays of such nation provided such display complies with the requirements for displaying the United States Flag. Notwithstanding the foregoing, the Architectural Committee may adopt additional restrictions on the display of flags, and in any event, except as provided above, no flags may be placed on any Lot except with the approval of the Architectural Committee and no more than two flags may be placed on any Lot at any one time.

Section 5.21. Holiday Displays. Owners may display holiday decorations which are Visible from Neighboring Property only if the decorations are of the kinds normally displayed in single family residential neighborhoods, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic; provided, however, the Board or the Architectural

Committee (as the case may be) may adopt additional and more restrictive Association Rules or Architectural Committee Rules limiting the type, intensity and number/scope of such decorations and lighting. Notwithstanding the foregoing, no holiday decorations and lighting may be displayed or may continue to be displayed other than during the 30 days immediately before and 30 days immediately after the holiday to which they apply.

- 3) Review Fees. The following is hereby added as Section 5.19(O) of the Declaration:

(O) Review Fees. The Architectural Committee may charge a reasonable fee for review of each application contemplated under this Section 5.19; said fee shall not exceed \$25.00 per application.

- 4) Motor Vehicles Parking. Section 5.6 of the Declaration is hereby deleted and replaced with the following replacement Section 5.6:

Section 5.6 Motor Vehicles; Parking. Parking of machinery used for the transportation of people or goods ("Vehicles") shall be prohibited in the front, side, and back yard of Lots except if parked on a driveway. Parking of Vehicles on any street within the Property is prohibited except that Vehicles which are too large to fit on a driveway may park on the portion of the street directly adjacent to the Owner's Lot during daylight hours only and shall either be put into the garage or removed from the Property during nighttime hours. No trailers, boats, or campers shall be allowed to park on the Property without Board approval and then only on a temporary basis in order to pack/unpack or clean the Vehicle; except that trailers, boats and/or campers may be stored wholly within closed garages. For purposes of this Declaration, any Vehicle that (i) displays the name, tradename, telephone number or other identifying information of any business or governmental entity or (ii) otherwise bears the appearance of a commercial Vehicle by reason of its normal contents (e.g. trade goods, extensive tools, ladders), as reasonably determined by the Architectural Committee shall be referred to as a "Commercial Vehicle." Commercial Vehicles shall only be permitted with Board approval. Tractor trailers and commercial shipping rigs shall be strictly prohibited. The Association shall have the right to have any Vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Project Documents towed away at the sole cost and expense of the owner of the Vehicle or equipment. Any expense incurred by the Association in connection with the towing of any Vehicle shall be paid to the Association by the owner of the Vehicle. If the Vehicle towed is owned by an Owner, then the cost incurred by the Association in towing the vehicle or equipment shall be assessed against the Owner and his Lot and be payable on demand, and such cost shall be secured by the Assessment Lien.

- 5) Swimming Pools; Fencing. In-ground and above-ground pools are allowed subject to the restrictions contained in the Declaration and in this Amendment; provided, however, that all pools shall required approval of the Architectural Committee. In-ground pools (if approved) may be permanently installed, however, above-ground pools (if approved) shall be seasonal only in that they are only allowed on Lots between March 1 and November 1 each year, and must otherwise be removed and stored off of the Properties or in a closed garage, EXCEPT that the ARC may allow above ground pools to remain in place year-round (upon application to the ARC each year that the exemption is sought by the applicable Owner) if they are in good condition (for example, no rust or façade fading, no leaking liner, no mold or bad smells,

covered in winter, etc.) and not Visible from Neighboring Property. Without limiting the fencing approval provisions herein or in the Declaration, a 6' privacy fence must be installed on any Lot where an above-ground pool will be placed such that the above-ground pool shall not be Visible from Neighboring Property.

- 6) Partial Invalidity/Savings Clause. If any one or more of the provisions contained in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 7) Headings; Incorporation. Section headings in this Amendment are used exclusively for ease of reference and for organization and shall have no substantive meaning or implied meaning for purposes of this Amendment. The terms and provisions in the Recitals are incorporated herein.
- 8) Effect of Amendment. Except as expressly amended herein the Declaration shall remain in full force and effect.
- 9) Conflict. Should any terms of this Amendment be found contrary to those in the Declaration, the terms of this Amendment shall replace whose inconsistent terms and shall control.

[Signatures on Following Page]

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year notarized below.

LGI HOMES-NC, LLC, a North Carolina
limited liability company

By: [Signature]

Name: JEFF WEBB

Title: Authorized Officer

STATE OF NC

COUNTY OF Mecklenburg

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: Jeff Webb

Name of person signing

Date: 6/4/2020

[Signature]
Official Signature of Notary Public

Calise E Flory, Notary Public,
Mecklenburg County, NC
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: 2/24/2025

