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NEW HANOVER COUNTY,
MORGHAN GETTY COLLINS
REGISTER OF DEEDS

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**AMENDMENTS TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
INLAND GREENS**

THESE AMENDMENTS TO AMENDED AND RESTATED DECLARATION ("Declaration") is made on the date hereinafter set forth by Inland Greens HOA, Inc., a North Carolina nonprofit corporation comprised of Lot Owners of "Inland Greens", a planned community located in New Hanover County, North Carolina, as more particularly shown on the various maps thereof recorded in the office of the Register of Deeds of New Hanover County, North Carolina (hereinafter referred to as "Association"):

RECITALS:

WHEREAS, Declarant caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions Section 1 Inland Greens in Book 1495, Page 449 in the office of the Register of Deeds of New Hanover County, and Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Inland Greens in Book 5922, Page 1115 in the office of the Register of Deeds of New Hanover County (as amended and supplemented, the "Declaration"). The capitalized terms in these Amendments shall have the same meanings as set forth in the Declaration unless otherwise defined herein or the context shall otherwise prohibit.

submitted electronically by "Marshall, Williams & Gorham"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the New Hanover County Register of Deeds.

Pursuant to Article XIV, Section 4 of the Declaration, this Declaration may be amended by the affirmative vote of at least sixty seven percent (67%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose. The Members held a meeting to approve these amendments on December 13, 2022, and these amendments were approved by an affirmative vote of seventy-nine percent (79%) of the Members who voted at that meeting.

NOW, THEREFORE, the Association, exercising its right to amend the Declaration pursuant to the provisions set forth above, hereby amends the Declaration as follows:

1. Article X, Section 3 shall be added to the Declaration:

Section 3. Solar Panels. If an Owner of a Lot desires to install solar panels, solar collectors, or the like (collectively referred to herein as "Solar Panels"), which gather solar radiation as a substitute for traditional energy for water heating, active space heating and cooling, passive heating or generating electricity on Owner's Lot, then Owner shall submit a request to the Architectural Review Committee in accordance with this Declaration.

- i.) No Solar Panel shall be installed that is visible by a person on the ground: (A) on the façade of a Living Unit that faces areas open to common or public access; (B) on a roof surface that slopes downward toward the same areas open to common or public access that the façade of the Living Unit faces; or (C) within the area set off by a line running across the façade of the Living Unit extending to the Lot boundaries on either side of the façade, and those areas of common or public access faced by the Living Unit. For purposes of this subsection, the "façade" of a structure shall refer to any side of a Living Unit which faces an area open to common or public access and shall not necessarily be limited to the front façade.
- ii.) Except to the extent that compliance with this subsection ii) would prevent the reasonable use of Solar Panels in any permitted location on the Living Unit, any Solar Panels not otherwise prohibited under subsection i), and all plumbing, supports, and other components therefore, must be: (D) located as inconspicuously as possible; and (E) screened or colored so as to appear to be an integral and harmonious part of the architectural design of the Living Unit, using materials, color, and manner of screening specified by or otherwise approved by the Architectural Review Committee.
- iii.) In the event the Architectural Review Committee approves Owner's request for Solar Panels, Owner shall: (F) be responsible to obtain any and all permits and approvals from the applicable

municipality for installation and use; (G) be responsible to ensure the installation or maintenance of the Solar Panels does not block, alter, or impede drainage (Owner shall immediately rectify such blockage, alteration, or impediment of drainage in accordance with the State Stormwater Management Permit); (H) keep Solar Panels properly secured, clean, and in good working order at all times and (I) execute and record a written agreement to abide the obligations in this Section.

The Association, shall have the right to promulgate and from time to time amend written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Neither the Association nor the Architectural Review Committee shall approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Subdivision.

Neither the Association, the Board of Directors, the Architectural Review Committee, nor any member or employee of any of them, shall have any liability to any person or entity by reason of any acts taken or omitted by them, or any of them, in good faith pursuant to this Article.

2. Article XI, Section 1 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 1. Land Use, Rental Restrictions and Building Type. All Lots and Living Units shall be used for residential purposes only. There is a minimum rental term of six months, and the entire Lot must be rented. Renting of individual rooms or portions of Lots is not permitted and subleasing is not permitted. No more than three unrelated persons may reside on a Lot. Lease forms must be approved by the Association and copies of leases must be provided to the Association within seven days of the Association's request.

3. Adoption of Chapter 47F of the North Carolina General Statutes. Pursuant to N.C.Gen.Stat. 47F-1-102(d), the Association elects to make the provisions of Chapter 47F applicable to it and Inland Greens.
4. Except as expressly provided in the paragraphs above, the terms and provisions of the Declaration shall continue in full force and effect in accordance with the terms of the same as modified hereby.

In Testimony Whereof, the Association, acting pursuant to the authority above recited, has caused this Amendment to be executed under seal and in such form as to be legally binding all by authority duly given, this the day and year first above written.

Inland Greens HOA, Inc.

By: Rob Ferber

President

Printed name: Robert Ferber

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Marie VanderBrink, notary public, do hereby certify that Robert Ferber, personally appeared before me this day and acknowledged that he is President of the Association and that he, being authorized to do so, executed the foregoing on behalf of the Association.

Witness my hand and official seal this the 28 day of February, 2023.

(Notary Seal)	<u>Marie VanderBrink</u> Notary Public My Commission Expires: <u>5/18/27</u>
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