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BY: ANDREA CRESWELL

ASSISTANT

**NEW HANOVER COUNTY,**

TAMMY THEUSCH PIVER

REGISTER OF DEEDS

EXTX \$0.00

ELECTRONICALLY RECORDED

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS of SCOTTS HILL VILLAGE**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SCOTTS HILL VILLAGE**, made the 23<sup>rd</sup> day of March, 2021, by SCOTTS HILL VILLAGE HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (the "Association"), RP18 SCOTTS HILL, LLC, a North Carolina limited liability company and the Successor Declarant of Scotts Hill Village (the "Declarant") and McKee Homes, LLC, a Delaware limited liability company;

**WHEREAS**, McKee Homes, LLC, a Delaware limited liability company, is the owner of certain property in Harnett Township, New Hanover County, North Carolina, which is more particularly described as follows:

BEING all of Lots 220R- 225R shown on the plat entitled "SCOTTS HILL VILLAGE PHASE TWO Lots 16R thru 24R Lots 219R thru 225R" recorded in Map Book 67, Page 24, New Hanover County Registry, reference to which map is hereby made for a more particular description.

BEING all of Lots 205R2- 219R2 shown on the plat entitled "SCOTTS HILL VILLAGE PHASE TWO Lot 205R2 thru 219R2 Amenity Center (Revision)" recorded in Map Book 68, Page 21, New Hanover County Registry, reference to which map is hereby made for a more particular description.

**WHEREAS**, CHL, LLC, a North Carolina limited liability company (the "Original Declarant"), caused to be recorded the Declaration Of Covenants, Conditions and Restrictions of Scott's Hill Village in Book 5985, Page 347 of the New Hanover County Registry ("Declaration");

**WHEREAS**, RP18 SCOTTS HILL, LLC caused to be recorded the Amendment to Declaration of Covenants, Conditions and Restrictions of Scott's Hill Village in Book 6256, Page 2137 of the New Hanover County Registry ("First Amendment");

**WHEREAS**, Article III, Section 2 of the Declaration allows amendment of the Declaration after approval of not less than two-thirds (2/3) of the Lot Owners, Declarant still owns nine (9) of the Lots, and it is the desire of Declarant and more than two-thirds (2/3) of the Lot Owners to amend the Declaration to add certain landscaping obligations for Lots 205R2-225R, which expense will be paid by those particular Lot Owners through a variable assessment collected by the Association;

**NOW, THEREFORE**, Declarant, McKee Homes, LLC and **SCOTTS HILL VILLAGE HOME OWNERS ASSOCIATION, INC.**, hereby declare that Lots 205R2-225R shall be held, sold and conveyed, from and after the date of the recordation of this document, subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successor and assigns, and shall inure to the benefit of each owner thereof.

### **AMENDMENTS**

**First Amendment:** Article II, Section 2 shall be amended to add the following:

- (b) Lots 205R2-225R grant to the Association, and the landscaping contractor of its choosing, the right to entry upon those Lots to perform the landscaping maintenance obligations set forth in Article VIII, Section 2 and as otherwise determined by the Board.

**Second Amendment:** Article VI, Section 6 shall be deleted and replaced with the following:

SECTION 6. Rate of Assessment. The Association may differentiate in the amount of Assessments charged when a reasonable basis for distinction exists, such as between vacant Lots of record with completed dwellings for which certificates of occupancy have been issued by the appropriate governmental authority, for the landscaping maintenance performed by the Association on Lots 205-225, or when any other substantial difference as a ground of distinction exists between Lots. However, Assessments must be fixed at a uniform rate for all Lots similar situated.

**Third Amendment:** Article VIII, Section 2 shall be deleted and replaced with the following:

#### SECTION 2. Maintenance

(a) Lots 205R2-225R. The Association shall provide the following maintenance for Lots 205R2-225R: basic yard maintenance consisting generally of mowing, fertilizing, pruning of shrubbery not in excess of 8 feet in height, weed control, edging, blowing walks and driveways, annual application of pine straw around front yard beds and shrubbery, and any other matters the Association Board of Directors finds reasonably necessary for the normal maintenance of the landscaped yards. The Association may form a Landscape Committee to

oversee this basic yard maintenance and the Association will hire a landscaping contractor to perform the work described herein. The cost associated with this work shall be paid by the owners of Lots 205R2-225R as an assessment pursuant to Article VI, Section 6.

The Association shall have no obligation to maintain, repair or replace Owner added landscaping, which requires approval from the Association's Architectural Review Committee prior to installation. Owners that have fences will be responsible for the maintenance and plantings inside the fences.

The basic landscape maintenance performed by the Association does not include replacement of grass, shrubs, plants or trees. All dead or diseased plants, shrubs and trees shall be removed and replaced by the Lot Owner. Irrigation water lines and heads shall be maintained by the Lot Owner. The Lot Owner shall be responsible to properly irrigate the yard and the Association shall have no obligation to repair or replace any portion of the yard that has not been adequately irrigated. Pine straw application of side and rear yards is not included in the basic landscape maintenance provided by the Association.

To the extent the Association is not obligated to provide maintenance pursuant to this Declaration, each Lot Owners shall keep his Lot free from weeds, underbrush or refuse piles, or unsightly growth or objects. In the event the Owner fails to do so, then after thirty (30) days' notice from the Architectural Review Committee, the Association or its designee may enter upon the Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, and in such event a lien shall arise and be created in favor of the full amount of the cost thereof chargeable to the Owner's Lot, including collection costs and reasonable attorney's fees, and such amounts shall be due and payable within thirty (30) days after the Owner is billed therefore. Such lien shall be enforceable by Court proceedings as provided by law for enforcement of liens.

In the event that any maintenance activities are necessitated to any Common Areas by the willful act or active or passive negligence of any Owner, his family, guests, invitees or tenants and the cost of such maintenance, repair or other activity is not fully covered by insurance, then, at the sole discretion of the Association's Board of Directors, the cost of the same shall be a personal obligation of the Lot Owner and, if not paid to the Association upon demand, may be added to the assessments levied against said Owner's Lot and shall become a lien against the Lot.

IN WITNESS THEREOF, RP18 SCOTTS HILL, LLC, the Declarant, McKEE HOMES, LLC, and SCOTTS HILL HOME OWNERS ASSOCIATION, INC. have caused this instrument to be executed by its authorized corporate members and/or officers, this the 23<sup>rd</sup> day of March, 2021.

SIGNATURE PAGES FOLLOW

DECLARANT:  
RP18 SCOTTS HILL, LLC

By: [Signature]  
By: Private Capital Group, its Manager  
By: Benjamin Schramm, Vice President

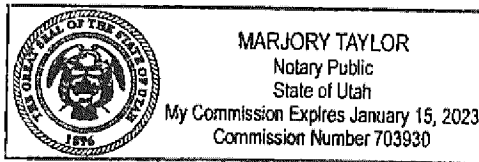
STATE OF ~~NORTH CAROLINA~~ <sup>UTAH</sup> MT  
COUNTY OF ~~WAKE~~ <sup>UTAH</sup> MT

I, MARJORY TAYLOR, a Notary Public for the County and State aforesaid, certify that Benjamin Schramm personally appeared before me this day and acknowledged that he is the Manager of RP18 SCOTTS HILL, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, he signed the foregoing instrument in its name as Manager. Witness my hand and official seal, this the 25<sup>th</sup> day of FEBRUARY 2021.

Commission Expiration:

1 | 15 | 23

[Signature]  
Notary Public



MCKEE HOMES, LLC

By: *[Signature]*  
Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, *Ashley Nisonger*, a Notary Public for the County and State aforesaid, certify that *Patrick Slop* personally appeared before me this day and acknowledged that he is the Manager of MCKEE HOMES, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, he signed the foregoing instrument in its name as Manager. Witness my hand and official seal, this the *10* day of *March*, 2021.

Commission Expiration:

*June 19, 2024*

ASHLEY NISONGER  
NOTARY PUBLIC  
Harnett County  
North Carolina  
My Commission Expires June 19, 2024

*Ashley Nisonger*  
Notary Public

ASSOCIATION:  
SCOTTS HILL VILLAGE HOMEOWNERS  
ASSOCIATION, INC

By: *Ernest W. Davis Jr.*  
President

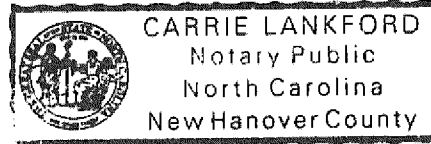
STATE OF NORTH CAROLINA  
COUNTY OF


I, CARRIE LANKFORD, a Notary Public for the County and State aforesaid, certify that ERNEST W. DAVIS JR. personally appeared before me this day and acknowledged that he is the President of SCOTTS HILL VILLAGE HOMEOWNERS ASSOCIATION, INC, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing instrument in its name as President. Witness my hand and official seal, this the 23 day of MARCH, 2021.

Commission Expiration:

MAY 2nd 2023

*Carrie Lankford*  
Notary Public



By: 

Dwight Walter Goodrick  
Owner of Lot 220R

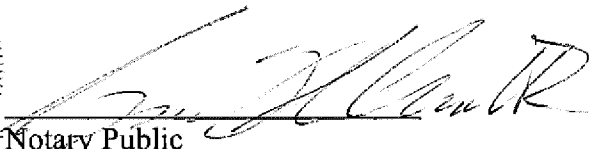
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, George F. Wilson II, a Notary Public for the County and State aforesaid, certify that Dwight Walter Goodrick (unmarried) personally appeared before me this day and acknowledged that he is the owner of Lot 220R, Phase Two, Scotts Hill Vilage and signed the foregoing instrument in his own name. Witness my hand and official seal this the 3 day of March, 2021.

Commission Expiration:

8.23.21



  
Notary Public