

Rockingham County, North Carolina

Benjamin J. Curtis, Register of Deeds

Recorded By: LAUREN B. GAMMON

Prepared by and return to: Christopher P. Gelwicks, Esq., The McIntosh Law Firm, P.C., P.O. Box 2270, Davidson, North Carolina 28078

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WINSOME FOREST**

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINSOME FOREST is made and entered into this 25th day of January 2021, by Winsome Forest Homeowners Association, Inc. ("Association and Declarant").

WHEREAS, The Declaration of Covenants, Conditions and Restrictions for Winsome Forest ("Declaration") was recorded at Book 1229 Page 2009 on January 20, 2005, in the Rockingham County Registry; and

WHEREAS, The First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Winsome Forest was recorded at Book 1266, Page 59 on December 1, 2005, in the Rockingham County Public Registry; and

WHEREAS, The First Amendment to the Declaration of Covenants, Conditions and Restrictions for Winsome Forest was recorded at Book 1311 at Page 845 on February 7, 2007, in the Rockingham County Public Registry; and

WHEREAS, The Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Winsome Forest was recorded at Book 1388, Page 231 on December 30, 2009, in the Rockingham County Public Registry and re-recorded at Book 1392, Page 433 on March 18, 2010, in the Rockingham County Public Registry; and

WHEREAS, The Third Supplementary Declaration of Covenants, Conditions and Restrictions for Winsome Forest was recorded at Book 1448, Page 1128 on January 3, 2013, in the Rockingham County Public Registry; and

WHEREAS, The Fourth Supplementary Declaration of Covenants, Conditions and Restrictions for Winsome Forest was recorded at Book 1481, Page 2104 on November 5, 2014, in the Rockingham County Public Registry; and

WHEREAS, The Fifth Supplementary Declaration of Covenants, Conditions and Restrictions for Winsome Forest was recorded at Book 1557, Page 1189 on April 9, 2019, in the Rockingham County Public Registry; and

WHEREAS, Article XII, Section 3 of the Declaration provides that the Declarant has the unilateral right, in its sole and absolute discretion, to make any amendments to the Declaration which Declarant deems necessary or advisable. Declarant has requested that the Association join in the execution of this Second Amendment to confirm its acknowledgement of, and consent to, the amendments to the Declaration as set forth below.

NOW THEREFORE, pursuant to the power and authority granted to the Declarant in Article XII, Section 3 of the Declaration, the Declaration is amended as follows:

1. Article IV, titled "Property Rights." Section 2 Subsection A is amended by deleting the paragraph and replacing it with the following language:

"(a) No gas powered motors shall be permitted on any pond located on the Common Area, except that the Association and its agent may use motorized boats in order to maintain, care, and repair portions of the Common Area."

2. Article IX, titled "Use Restrictions." Section 5 Dwelling Size and Specifications Paragraph 1 is amended by deleting the paragraph and replacing it with the following language:

"Each dwelling must be substantially constructed on a Lot and shall have enclosed, heating living area within the main structure, exclusive of open porches, garages, and other unheated spaces, of no less than 1,650 square feet for a one story dwelling, of no less than 1,900 square feet for a dwelling one and a half stories, and of no less than 2,200 square feet for a dwelling two stories. A "modular dwelling" shall mean a dwelling constructed in accordance with the standards set forth in the N.C. State Residential Building Code and composes of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation. A "manufactured dwelling" shall mean a dwelling that is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis."

3. Article IX, titled "Use Restrictions." Section 5 Dwelling Size and Specifications is amended by deleting any reference to a 10% variance of square footage as it is no longer permitted.
4. Article IX, titled "Use Restrictions." Section 5 Dwelling Size and Specifications. is amended by adding a third paragraph with the following language:

"All new homes must have a brick, stone, or stucco foundation twelve (12) inches above the finished grade."

5. Article IX, title "Use Restrictions." Section 6 Additional Specifications. Subsection A is amended by deleting the paragraph in full and replacing it with the following language:

"(a) Garages. All garages must accommodate at least two (2) automobiles and must be side entry only unless approved by the Architectural Committee."

6. Article IX, title "Use Restrictions." Section 6 Additional Specifications. Subsection G is amended by deleting the paragraph in full and replacing it with the following language:

"(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 rear building line of structure. Perimeter fences shall be a minimum of four feet high with a maximum height of six feet high. All fences (including composition of materials and manner of construction) must be approved in writing in advance of construction by the Architectural Control Committee. Without limiting the generality of the foregoing approval requirement, no chain link fencing of any kind shall be allowed, including chicken wire. The Architectural Control Committee shall have the power and authority to determine if a structure constitutes a "fence" as referred to in this paragraph."

7. Article IX, title "Use Restrictions." Section 6 Additional Specifications. Subsection H is amended by deleting the paragraph in full and replacing it with the following language:

"(h) Play Equipment. No basketball goals, swings, sliding boards, or other child's play apparatus may be affixed or placed in the front yard of any Lots. Basketball goals are permitted on the side and rear elevations of the home and may be permanent or portable."

8. Article IX, title "Use Restrictions." Section 7 Maintenance. First paragraph is amended by deleting the paragraph in full and replacing it with the following language:

"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. The Declarant or its agent and the Association shall have the right to enter upon any Lot of 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 of the Declaration or its agent of the Association, to be unsightly. If the Declarant or Association performs the work to comply with this restriction then the costs shall be borne by the Lot owners 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, in a neat fashion on the side or rear elevation of the home.

Sanitary containers shall be promptly moved from the curb following trash collection day. Grass height shall be kept at six inches or shorter at all times, unless approved by the Landscape Committee or Board of Directors."

9. Article IX, title "Use Restrictions." Section 9 Animals is amended by deleting the paragraph in full and replacing it with the following language:

"No animals, livestock, or poultry of any kind shall be kept or maintained 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. The number of household pets generally considered to be outdoor pets, such as dogs and cats, shall not exceed two (2) in number, except for newborn offspring of such household pets which are under six (6) months in age. Notwithstanding the foregoing, pitbulls and rottweilers, are expressly provided, and the Association shall have the right to prohibit, or require the removal of, any dog or other animal which the association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard after consideration of factors such as size, breed and disposition of the animal, likely interference by the animal with the peaceful enjoyment of the Property by Owners and the security measures taken by the Owner with respect to such animals. All dogs must be restrained and proper control maintained by the person accompanying the dog at all time while off the Owner's property. See Article IX Section 13. Control of Dogs."

10. Except as expressly amended by this Second Amendment, the Declaration, all Supplements and previous Amendments, shall continue in full force and effect, and are ratified by the Declarant and the Association.

IN WITNESS WHEREOF, Association as the Declarant has executed this Second Amendment as of the day and year first written above for the purposes set forth above.

**WINSOME FOREST HOMEOWNERS
ASSOCIATION, INC.,** a North Carolina non-profit corporation

Shatirah Benter
Witness

Chad
Witness

By: [Signature] (Seal)
Name: KIRT E THOMAS
Title: Winsome Forest H.O.A. President.

STATE OF NC
COUNTY OF Guilford

I, Spencer R Bulmer, a Notary Public for said County and State aforesaid, certify that Krist Thomas personally came before me this day and acknowledged that (s) he is the President, of WINSOME FOREST HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that he/she, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this 25 day of January 2021.

Spencer R Bulmer
Notary Public

My commission expires: 8-24-2022

(NOTARIAL STAMP OR SEAL)

