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Franklin County North Carolina
Brandi S Davis, Register of Deeds
BK **2203** PG **1587 - 1589 (3)**

Prepared by and Mail to:
Michael S. Yopp, Esq.
Michael S. Yopp, Attorney at Law, P.A.
5630 Six Forks Road, Suite 201
Raleigh, North Carolina 27609

**AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODLAND PARK SUBDIVISION**

This Amendment to Declarations of Covenants, Conditions and Restrictions for Woodland Park Subdivision (this "Amendment") is made and entered into as of the date set forth in the notary acknowledgment below (the "Effective Date") by Woodland Park Development, Inc., a North Carolina corporation (the "Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain Declarations of Covenants, Conditions and Restrictions for Woodland Park Subdivision dated July 16, 2019, and recorded August 23, 2019, in Book 2185, Page 1824, Franklin County Registry (the "Declaration"); and

WHEREAS, Declarant owns Lots in the Community (as the term is defined in the Declaration), and Declarant desires to amend the Declaration pursuant to Section 11.2 of Article Eleven therein.

NOW, THEREFORE, in consideration of the benefits to the Community and to the Property, Declarant does hereby amend the Declaration as follows:

1. Section 8.15 of Article Eight of the Declaration is hereby amended as follows, and as hereby amended Section 8.15 of Article Eight shall read and be as follows:

Motorized Vehicles. The term "vehicles" as used herein shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, limousines

and automobiles. Vehicles shall not be parked on any street within the Community or on any portion of the Lot other than in the garage; provided, however, if, and only if the Owner has more vehicles than the number of garage spaces, those excess vehicles which are Owner's primary means of transportation on a regular basis may be parked on the driveway of the Lot. No inoperable or unregistered vehicles shall be kept within the Property. If work or repairs are being performed on a vehicle, such work or repair shall be done promptly, or the vehicle shall be removed from the Property.

2. Section 8.16 of Article Eight of the Declaration is hereby amended as follows, and as hereby amended Section 8.16 of Article Eight shall read and be as follows:

Prohibited Parking. No boat, boat trailer, other trailer, camper, recreational vehicle, utility vehicle or truck (to the extent that a truck is rated as a one ton truck or larger) shall be allowed to remain on any Lot or any portion of the Common Areas overnight unless it is enclosed within a garage that has been constructed in accordance with the provisions of this Declaration or otherwise screened from the view of the street and the adjoining Lots in a manner consistent with any rule or regulation adopted by the Board for such purpose.

3. Section 8.19 of Article Eight of the Declaration is hereby amended as follows, and as hereby amended Section 8.19 of Article Eight shall read and be as follows:

Above-Ground Pools. Above-ground pools and hot-tubs (not of a portable nature) shall not be permitted without the prior written consent of the Committee and then only if enclosed by an approved fence and/or screen so it is not visible from the street or adjoining Lots and must be integrated into the design of a deck or patio system. Pool motors and filtration systems should be enclosed and/or screened to minimize noise disturbance.

4. In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall prevail, and the term "Declaration" shall hereafter mean the Declaration as modified by this Amendment. Except as herein modified, all terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect throughout the term of the Declaration, and Declarant does ratify and affirm the provisions thereof.

IN WITNESS WHEREOF, the Declarant has executed this Amendment on the day and year set forth in the notary acknowledgment.

WOODLAND PARK DEVELOPMENT, INC.

By:


Shelley Jo Caldwell Mitchiner, President

Attest:


R. Wayne Bailey, Secretary

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Shelley Jo Caldwell Mitchiner, President of Woodland Park Development, Inc., and R. Wayne Bailey, Secretary of Woodland Park Development, Inc., each personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose(s) stated therein in the capacity(ies) indicated. Witness my hand and official stamp or seal, this 11 day of March, 2020.

Theresa Rafalik

NOTARY PUBLIC

Notary Public Name Printed: Theresa Rafalik

My Commission Expires: 11/24/2024

[Affix Seal/Stamp]

