

For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
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Prepared by:
Sellers, Ayers, Dortch & Lyons, P.A.
310 South McDowell Street, Suite 410
Charlotte, N.C. 28204
(CAJ 8152.0000)

CERTIFICATION OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS

This **Certification of Amendment to the Declaration of Restrictions** ("Amendment") is made pursuant to paragraph 20 of the Declaration of Restrictions which is recorded in Book 5962 at Page 919 of the Mecklenburg County Public Registry, as amended and supplemented by instruments recorded thereafter ("Declaration") and N.C.G.S. 47F-2-117 and is effective upon recordation in the Mecklenburg County Public Registry.

Statement of Purpose

The Board of Directors for the Cedarfield II Homeowners Association, Inc. ("Association") has deemed it to be in the best interest of the Cedarfield II community, to amend the Declaration.

The Declaration provides in paragraph 20 that the Declaration may be amended by an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded and N.C.G.S. § 47F-2-117 provides the Declaration may be amended with the affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated. In accordance with the requirements of the Declaration, as well as N.C.G.S. § 55A-7-08 and N.C.G.S. § 47F-2-117, the following Amendments were approved by the affirmative vote of Lot Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated. Accordingly, the due and proper adoption of following Amendments is hereby certified by the President of the Association for recordation.

NOW, THEREFORE, the Declaration is amended as follows:

1. Paragraph 10 shall be deleted in its entirety and replaced with the following:

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submitted electronically by "Sellers Ayers Dortch & Lyons, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

“10. (a) No residence of a temporary nature shall be erected or allowed to remain on any lot or assembly of contiguous lots.

(b) No trailer, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot or assembly of contiguous lots either temporarily or permanently.

(c) Recreational vehicles, including mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as “campers”, boats or boat trailers, shall not be parked on the street, on the driveway, or within the front or side street setback lines, except for limited times as approved in advance by the Board. These vehicles may be parked within a carport, garage or other shelter approved by the Architectural Control Committee as to location and appearance. No such vehicles or trailers may be occupied while parked on any lot.

(d) Commercial vehicles must be stored in a garage enclosure which shall be limited in size to accommodate not more than six (6) vehicles. Commercial vehicles may be in the driveway provided that all decals, advertisements, signs, logos, company/business displays, placed on the vehicle are removed or entirely covered. Any commercial vehicle with fixed hardware, machinery, tools and/or equipment may be parked in the driveway provided that such fixed hardware, machinery, tools and/or equipment is removed or covered.”

2. Paragraph 15 shall hereby be deleted in its entirety and replaced with the following:

“15. No free-standing radio or television transmission or reception towers or antennas shall be erected either on a lot or house, other than a conventional television antenna or satellite dish. The location should not extend ten (10) feet above top roof line ridge of the house unless that is the only location to receive an acceptable signal.”

3. Paragraph 16 shall hereby be deleted in its entirety and replaced with the following:

“16. Any detached storage buildings located on a lot must be approved by the Architectural Control Committee. No metal building, metal accessory structure or above-ground swimming pool shall be placed on any lot.”

4. Paragraph 17 shall hereby be deleted in its entirety and replaced with the following:

“17. Chain link metal fencing is not permitted. Two-inch by four-inch (2” x 4”) mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than seventy percent (70%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A fence constructed of brick or stone masonry is exempt from the 70% openness requirement. Fencing of a more solid or privacy nature may be used within two feet (2’) from the outside edge of patios, wood decks, or pools as privacy screens. The design, appearance and

placement or location of any fencing is subject to review by the Architectural Control Committee as set forth in paragraph 2 hereof, prior to the commencement of construction.”

5. Paragraph 21 shall hereby be amended by deleting “Caroleen-Henderson Enterprises, Inc.” and substituting “Cedarfield II Homeowner’s Association, Inc.” in lieu thereof.
6. Paragraph 24 shall hereby be deleted in its entirety and replaced with the following:

“24. Each owner shall keep their lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No recreational items, such as but not limited to play sets, trampolines, swing sets, zip lines, or other unsightly items shall be placed in the front or side yard on any lot. No clothesline may be erected or maintained on any lot other than clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units.”

7. The following new paragraph 25 shall be added as follows:

“25. **RENTAL LIMITATIONS.** No more than 15% of the total homes in the community may be rented or leased at any given time. Prior to renting their home, Owners must notify the Board of Directors in writing of their intent to rent their home, or if a buyer of their home intends to rent or lease the home, for approval. The Board of Directors shall withhold the approval of any lease which would result in more than 15% of the total number of homes within the community being leased or rented. No home shall be leased for a period shorter than six (6) months. Approved leases must be in writing and each lease shall have a mandatory section stating that the Owner shall inform the tenant that the tenant, and the tenant’s guests and invitees, must comply with all community standards, rules and regulations, and restrictions. Owners shall be responsible for any violation caused by their tenant and/or the tenant’s guests and invitees. A copy of a completed lease shall be submitted to the board for approval. An Owner must live in their home for a period of not less than twelve (12) consecutive months prior to renting it. Leasing or renting for purposes of this section is defined as regular exclusive occupancy of a home by any person or persons, other than the Owner for which the owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. The leasing or renting of multiple homes by a single Owner or by owners with a common ownership interest, or by a group of owners under the control or direction of a single owner shall be prohibited.

- (a) The Premises must be rented or leased in its entirety. The renting or leasing of anything less than the entire Premises is prohibited. The Premises may be leased or rented only to tenants who intend to occupy the Premises for at least the Minimum Lease Term; provided, however, Contract Buyers (that is, persons under written contract to purchase the Premises), may lease or rent the Premises for not more than 30 days prior to the

closing on said Premises.

- (b) All leases and rental agreements shall be in writing. A sample copy of the written lease shall be provided to the Association prior to the commencement of the tenancy and the Owner shall specify the lease commencement and termination dates and identify all permitted tenants/occupants by name, if that information is not in the lease provided. The Association shall be notified immediately of any changes to the lease terms or the permitted tenants/occupants.
 - (c) Time-sharing, fractional or interval ownership of any portion of any Premises or any portion thereof is expressly prohibited.
 - (d) The Board may adopt Rules and Regulations to govern the rental quota and/or rental/leasing process and procedures and shall make the Rules and Regulations available to all owners.”
8. Except as herein specifically amended, the terms, provisions, conditions, and restrictions contained in the Declaration shall remain unchanged and as previously set forth in instruments recorded in the Mecklenburg County Public Registry.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF the undersigned President of Cedarfield II Homeowners Association, Inc., here certifies the proper adoption of these amendments, and does hereby certify that approval of this amendment was obtained as required by and in accordance with North Carolina law and that this amendment to the Declaration has been duly adopted to be effective upon recordation.

CEDARFIELD II HOMEOWNERS ASSOCIATION, INC.

By: *Robert D Creighton*
Print Name: Robert D Creighton
Its: President

State of North Carolina

County of Mecklenburg

I, the undersigned, a notary public for the County and State aforesaid, certify that Robert Creighton, being first duly sworn, appeared before me this day and certifies that he is the **President** of Cedarfield II Homeowners Association, Inc., and, upon authority duly given and as the act of the association, certified the due adoption and execution of the forgoing instrument.

Witness my hand and seal this the 12th day of December, 2022

[SEAL]

Sarah E Frye
Notary Public
My Commission Expires: 9/17/2025

