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CHATHAM COUNTY NC  
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Prepared by and return to: Matthew D. Quinn, P.O. Box 17529, Raleigh, N.C. 27619-7529

**STATE OF NORTH CAROLINA**

**COUNTY OF CHATHAM**

**THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,  
EASEMENT RESERVATIONS, ROAD DEDICATION AND ROAD MAINTENANCE  
AGREEMENT OF ARBOR LEA**

This Third Amendment to Declaration of Protective Covenants, Easement Reservations, Road Dedication and Road Maintenance Agreement of Arbor Lea (the "Third Amendment"), is made and entered into this 27 day of August, 2019 (the "Effective Date"), by the Arbor Lea Landowners Association, Inc. (the "Association") after procuring the signed written agreement by lot owners of lots to which at least sixty-seven percent (67%) of the votes within Arbor Lea Subdivision are allocated.

WITNESSETH:

WHEREAS, the Declaration of Protective Covenants, Easement Reservations, Road Dedication, and Road Maintenance Agreement of Arbor Lea was recorded on or about November 14, 1989 in Book 550, Page 91 of the Chatham County Registry (the "Declaration");

WHEREAS, the First Amendment to Declaration of Protective Covenants, Easement Reservations, Road Dedication, and Road Maintenance Agreement of Arbor Lea was recorded on or about December 5, 1991 in Book 583, Page 518 of the Chatham County Registry (the "First Amendment");

WHEREAS, the Second Amendment to Declaration of Protective Covenants, Easement Reservations, Road Dedication, and Road Maintenance Agreement of Arbor Lea was recorded on

or about January 23, 1992 in Book 585, Page 697 of the Chatham County Registry (the "Second Amendment");

WHEREAS, the lot owners of Arbor Lea Subdivision desire to update and improve certain provisions of the Declaration, as previously amended by the First Amendment and the Second Amendment;

WHEREAS, at least eighteen (18) lot owners, constituting seventy-five (75) percent of the lot owners of lots to which the votes within Arbor Lea Subdivision are allocated, have signed instruments agreeing to amend the Declaration, as previously amended by the First Amendment and the Second Amendment, as follows; and

WHEREAS, the Association executes this Third Amendment for the purpose of certifying that the requisite lot owner approval has been obtained for the adoption of this Third Amendment.

NOW, THEREFORE, the undersigned does hereby declare that the Declaration, as previously amended by the First Amendment and the Second Amendment, be amended as follows:

#### A M E N D M E N T:

1. Section 2 of Article I of the Declaration is hereby amended by deleting said Section 2 in its entirety.

2. Article II of the Declaration is hereby amended by adding the following:

"It is not the role of the Association to resolve conflicts between neighbors that the Association is neither required nor empowered by this declaration, including by Section 3 of Article XV of this declaration, to address."

3. Subsection (6) of Section 3 of Article XV is hereby amended by deleting said Subsection (6) in its entirety and substituting said Subsection (6) with the following:

"(6) In its sole and absolute discretion, the Association may represent the membership of Arbor Lea in public forums concerning matters impacting Arbor Lea."

4. Section 3 of Article XV is hereby amended by adding the following language as Subsection (7) to said Section 3:

"(7) Unless the Association's articles of incorporation or this declaration expressly provide to the contrary, the Association may acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only pursuant to N.C. Gen. Stat. § 47F-3-112."

5. Section 6 of Article V of the Declaration is hereby amended by deleting the following: "All fencing shall be uniformly maintained in good repair and, if stained, recoated at least every eight years. The color of stain used in recoating shall be approved by the ARB." Additionally, Section 6 of Article V of the Declaration shall be amended by adding the following:

"All fencing shall be uniformly maintained in good repair. Approval of the ARB shall be obtained before erecting any fence. All three-board fencing installed after the Effective Date shall remain in a natural condition and not stained or painted. Upon approval of the ARB as to location and design, electric wire fencing may be installed around gardens. Upon approval of the ARB as to location and design, wire lining may be installed on three-board fencing for the purpose of excluding small animals such as dogs."

6. Section 11 of Article V of the Declaration is hereby amended by deleting the following sentence: "There shall be no requirement that any of the members of the ARB be a member of the Association."

7. Paragraph (1) of Article VI of the Declaration is hereby amended by deleting said Paragraph (1) in its entirety and substituting said Paragraph (1) with the following:

"(1) Any owner may plant, cultivate, and harvest garden crops provided that the crops are solely for the use and consumption of his or her family and guests and are planted within the permitted area of the lot. No tobacco nor any illegal crop may be planted. All gardens shall be located outside of natural areas. The location, size and design of all gardens shall be approved by the ARB. No garden shall be erected within any setback area as defined in Section 3 of Article V of this declaration; provided, however, that gardens existing within a setback area as of the Effective Date shall be grandfathered and may remain until ownership of the lot on which the garden is located is transferred, at which time the new owner must either (a) obtain ARB approval of the garden or (b) remove the garden and make reasonable efforts to restore the footprint of the garden to its preexisting natural condition."

8. Article VII of the Declaration is hereby amended by adding the following:

"No horse may be housed, kept or maintained on any lot, common area, or other real property subject to this declaration. Notwithstanding any provision of this declaration to the contrary, no portion of this declaration shall be interpreted as permitting the maintenance, storage, use or enjoyment of horses on any lot, common area, or other real property subject to this declaration. Notwithstanding any provision of this declaration to the contrary, no portion of this declaration shall be interpreted as permitting a lot owner to erect a fence or other structure or feature for purposes of maintaining, storing, using or enjoying horses."

9. Paragraph (2) of Article VI is hereby amended by deleting said Paragraph (2) in its entirety.

10. Section 3 of Article XIV is hereby amended by deleting said Section 3 in its entirety.

11. Section 4 of Article XII is hereby amended by deleting said Section 4 in its entirety and substituting said Section 4 with the following:

“The Association shall repair and maintain all three-board fencing on any lot, common area or other real property subject to this declaration, and all lot owners hereby grant the Association an easement to the extent necessary to perform said repairs and maintenance. The cost of said repairs and maintenance shall be reimbursed to the Association pursuant to this section of the declaration.

“The cost to maintain and repair three-board fences existing before the Effective Date that are located less than six inches of the property line between any two or more lots shall be borne equally by the respective lot owners. Any three-board fences installed on or after the Effective Date that are located less than six inches of the property line between any two or more lots must be approved by the ARB and the cost to maintain and repair any said fences shall be borne by the owner of the lot whose current or previous owner erected the said fence. The cost to maintain and repair three-board fences that are located six inches or more from any property line shall be borne by the owner of the lot whose current or previous owner erected the said fence. The cost to maintain and repair any three-board fences that are located less than six inches of the property line between any lot and a common area shall be borne equally by the Association and the present owner of the said lot.

“Lot owners shall be responsible for trimming and maintaining the shrubbery and trees on their respective lots so that the growth of said shrubbery or trees does not deteriorate the condition of any fences on any lot, common area or other real property subject to this declaration.”

12. Section 4(2)(b) of Article XV is hereby amended by deleting said Section 4(2)(b) and substituting said Section 4(2)(b) with the following:

“A special assessment may be made against all lot owners when the expense of reasonably necessary subdivision road maintenance expenses exceed revenues available from annual assessments. Notwithstanding the foregoing sentence, the following rules shall apply to Lots 3, 4, 5, 6, 9 and 10 only: (i) Lots 9 and 10 are exempt from special assessments for subdivision road maintenance expenses; (ii) Lots 3 and 4 shall be subject to road maintenance expenses only in the event that the expense of reasonably necessary maintenance of the private entryway to Lots 3 and 4 (as defined in Section 10 of Article XII of this declaration) exceeds revenues available from annual assessments, in which event only Lots 3 and 4 may be subject to a special assessment to be shared equally by Lots 3 and 4 for the repair of the said private entryway; and (iii) Lots 5 and 6 shall be subject to road maintenance expenses only in the event that the expense of reasonably necessary maintenance of the private entryway to Lots 5 and 6 (as defined in Section 10 of Article XII of

this declaration) exceeds revenues available from annual assessments, in which event only Lots 5 and 6 may be subject to a special assessment to be shared equally by Lots 5 and 6 for the repair of the said private entryway.”

13. Article XIX is hereby amended by deleting said Article XIX in its entirety and substituting said Article XIX with the following:

“This declaration, and all amendments thereto, shall run with the land subject to this declaration in perpetuity unless and until terminated pursuant to the terms of N.C. Gen. Stat. § 47-1-118, as amended from time to time.”

14. By executing this Third Amendment, the Association hereby attests and certifies that the requisite lot owner approval has been obtained for the adoption of this Third Amendment.

IN WITNESS WHEREOF, the undersigned representative of the Association has hereunto set his or her hand on the date first above written.

**Arbor Lea Landowners Association, Inc.**

By: Edo Domenico Pellizzari  
Name: Edo Domenico Pellizzari  
Title: President

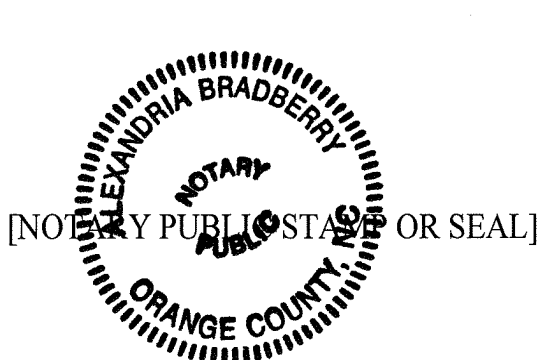
STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Edo Domenico Pellizzari, as President of **Arbor Lea Landowners Association, Inc.**, a North Carolina non-profit corporation.

WITNESS my hand and official seal, this the 27 day of AUGUST, 2019.



Alexandria Bradberry  
Signature of Notary Public  
Printed Name: Alexandria Bradberry  
Date of Expiration of Commission: November 4, 2023