

WAKE COUNTY, NC 317
 LAURA M RIDDICK
 REGISTER OF DEEDS
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BOOK:011810 PAGE:02488 - 02493

PREPARED BY & HOLD FOR: Burns, Day & Presnell, P.A. (JMY)

NORTH CAROLINA

**AMENDMENT TO DECLARATION OF PROTECTIVE
 COVENANTS OF RAND MEADOWS SUBDIVISION**

WAKE COUNTY

(Book 8778/Page 1620)

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR RAND MEADOWS SUBDIVISION (the "Amendment"), made on February 9, 2006 by **RAND MEADOWS HOMEOWNERS ASSOCIATION, INC.**, a non-profit North Carolina corporation, (the "Association").

RECITALS

PERRY DEVELOPMENT CO., LLC, a North Carolina limited liability company, as the Declarant has previously filed a Declaration of Protective Covenants for Rand Meadows Subdivision (the "Declaration") recorded at Book 8778, Page 1620, Wake County Registry. *(That instrument and all subsequent amendments, if any, are collectively referred to as the "Declaration" and are incorporated into this document by this reference. Except where specifically provided to the contrary in this Amendment, the capitalized terms used in this instrument shall have the same meaning ascribed to them in the Declaration.)* Not less than sixty-seven percent (67%) of the Rand Meadows Homeowners Association have adopted and approved the amendments to the Declaration described below.

1. AMENDMENTS. The Declaration is amended by restating Articles VII, VIII, IX, X, XI, XV, XVI, and XVII and by deleting Article XXI of the Declaration as follows:

ARTICLE VII

Easements are reserved for the installation of utilities and drainage facilities on, over and under the front ten (10) feet, the rear ten (10) feet of each lot and five (5) feet on each side lot line. Within these easements, no structure, planting, fence or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may alter the direction of flow or drainage channels in said easements, or which

may obstruct or impede the flow of water through said channels in said easements. The easement areas of each lot shall be maintained continuously by the lot owner, except for the improvements for which a public authority or utility may be responsible, these easements and right expressly include the right to cut any trees, bushes, or shrubbery and do necessary grading within the area.

ARTICLE VIII

Materials approved for building homes and detached garages are brick, hardiplank, stone or masonry stucco. Detached garages shall be of the same construction and exterior finish as the main dwelling and have the same roof pitch. Mobile homes, log homes, earthen or underground homes, shell homes, modular homes, pre-cut, pre-assembled and packaged homes or similar type buildings are expressly prohibited on any lot, except that Rand Meadows Homeowners Association Board of Directors may in its complete discretion, approve a dwelling or appurtenant structure with some of its components being pre-cut or pre-assembled. The erection of accessory buildings and fences shall require the prior approval of Rand Meadows Homeowners Association Board of Directors. Exterior materials of each detached accessory building shall consist of brick, stone, masonry and/or wood or wood type siding with shingled roof and color to match main dwelling. No structure of a temporary character; i.e.; a house trailer, tent, basement, shack, garage, barn or other accessory building may be used at any time as a residence. No window air conditioning units shall be installed so as to be visible from any street or recreational area. In the event that any dwelling or approved structure is damaged or destroyed, by whatever source, any debris remaining shall be removed within 120 days and the structure shall be restored or repaired within 365 days. In the event of a total loss of the structure, owner may elect not to replace it; however, the site shall be cleared of all debris, graded level with the contour of the land and grassed or strawed.

ARTICLE IX

Each owner shall keep his building site free of all tall grass, undergrowth, dead trees, trash and debris. All garbage, trash and other refuse shall be deposited temporarily in covered receptacles located at the rear or side of the dwelling. It shall be the duty of each owner to have his or her garbage removed on at least a weekly basis. No garbage shall be burned on any lot nor any lot be used as a dumping area. Each lot shall have at least one driveway leading from the street, which shall be paved with concrete or other materials approved by Rand Meadows Homeowners Association Board of Directors and shall not be installed without having obtained a NCDOT permit. If any homeowner elects to add an additional driveway, it must be approved in like manner as stated above. During construction, builders shall keep the building site free of trash and debris and shall provide their employees and agents with portable toilet facilities. If, in the opinion of the Rand Meadows Homeowners Association Board of Directors, a lot is not being maintained to the above standards, the Rand Meadows Homeowners Association Board of Directors or its designee, may at the expense of the owner, have such conditions corrected. During construction of driveways or other land disturbing activities undertaken for landscaping purposes on a lot or street right-of-way in front of a lot, the lot owner/builder undertaking such activity shall be responsible for installing erosion control devices, if needed, to control water pollution from sedimentation and to prevent accelerated erosion and sedimentation of lakes and

natural water courses. These devices shall be constructed and maintained in accordance with the (then) current county erosion and sediment control ordinances. No construction debris, including concrete washout, shall be placed on any street right of way, ditches or slopes of street destroyed during construction activity shall be replaced by the lot owner/builder responsible for such activity. No lot shall be cleared of naturally occurring trees or other vegetation without prior written approval of the Rand Meadows Homeowners Association Board of Directors.

ARTICLE X

No noxious or offensive activities shall be conducted or permitted to be conducted upon any lot nor shall anything be done or be allowed to be done which may be or may become a nuisance or an annoyance to the neighborhood. No mobile home, truck or cargo trailer shall be placed or maintained upon any lot. Boats, trucks, campers, motor homes and trailers may not be parked or permitted to remain on the street or in front of any dwelling nor may they be parked elsewhere on a lot unless completely concealed from all paved streets. Such concealment must be approved by the Rand Meadows Homeowners Association Board of Directors. Anyone needing to park a recreational vehicle temporarily on a lot for more than 72 hours for extenuating circumstances must notify the president of the Rand Meadows Homeowners Association, or his/her designee in absentia. No junked, dismantled, abandoned, wrecked or inoperable motor vehicle, or parts thereof, shall be allowed to remain on any property. Only motorized vehicles duly licensed by the state of North Carolina to be operated on the public streets and highways shall be operated within the subdivision or maintained or kept on the lots or premises. No trucks, vans or trailers licensed to carry more than 2 tons or any apparatus designed for movement over and upon streets or highways shall be regularly or over night parked on any street, property, or adjoining property except allowances for such vehicles used in connection with construction, moving or improvements of said property. No commercial signs, excluding "For Sale" signs, shall be erected upon any lot. "Garage Sale" and "Yard Sale" signs are permitted, but must be removed within 24 hours after the event. During construction or renovations, temporary signs may be erected, but must be removed within 24 hours for project completion.

ARTICLE XI

No radio, television, or other antennas may be erected on a lot or structure. Satellite dish are permitted if they are a maximum of 24" in diameter. No radio station or short-wave radio operation shall be permitted to operate upon any lot. No outdoor poles, clotheslines, or similar equipment shall be erected. Flagpoles are permitted. No mail receptacles shall be erected unless approved by the Rand Meadows Homeowners Association Board of Directors.

ARTICLE XV

In order to maintain the architectural beauty throughout the subdivision, and to guard against the erection of poorly placed, designed or proportioned structures, no building, or fence project shall be erected, altered or permitted to remain on any property until an application with a drawing(s) showing the location of said project on the property and specifications of the materials for the project has been submitted to the Architectural Control Committee and approved by the Rand Meadows Homeowners Association Board of Directors. Samples of

proposed building materials may be requested as part of the submittal. In the event the Rand Meadows Homeowners Association Board of Directors fails to approve or disapprove such application within thirty days after submittal, such approval shall not be required and this covenant shall be deemed to have been fully complied with. If the project is not approved the application will be returned marked "disapproved" with an explanation of why it was disapproved and what action is required for approval. This includes but is not limited to swing sets, gazeboes, tree houses, above/in ground swimming pools, alterations or additions and changes of exterior color of dwelling. Fences shall not exceed 6 feet in height and shall be built of wood, masonry, vinyl, or other approved material. All fences shall be maintained at all times in a structurally sound and attractive manner. Above ground pools must be enclosed by approved fencing and surrounded by decking or landscaping to preserve the architectural beauty of the subdivision.

ARTICLE XVI

Fuel tanks, or storage receptacles shall have limited visibility.

ARTICLE XVII

Rand Meadows Homeowners Association Board of Directors shall have the absolute authority to waive minor violations by written and recorded instrument of the (then) owners of a majority of the lots within the subdivision. Any persons who have concerns or take issue with a covenant or violation shall follow the following process for resolution of those concerns: (1) Present documentation of the problem or alleged violation to the involved committee for review. (2) If unsatisfied with the resolution, further action is to be presented to the Rand Meadows Homeowners Association Board of Directors. (3) If the issue is still unresolved, an emergency Homeowners Association meeting may be called to review the issue. After reviewing the issue with all involved parties, a majority vote by the homeowners attending the emergency meeting will be the final decision.

Except as amended by this Amendment, all of the provisions of the previously recorded Declaration shall remain in full force and effect. In the event of any conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall control.

2. MISCELLANEOUS. This Amendment shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. This Amendment (together with the Declaration) constitutes the entire agreement and supersedes any and all prior agreements. This Amendment shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns. This Amendment shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.

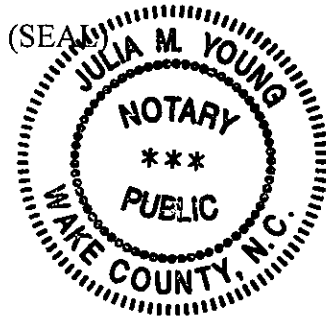
IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment in the corporate name on the date first above written.

RAND MEADOWS HOMEOWNERS ASSOCIATION, INC.,
a non-profit North Carolina corporation

By: Robert L. Hogan
Name/Title: President Robert L. Hogan, Pres.

**NORTH CAROLINA
WAKE COUNTY**

I, a Notary Public of the aforesaid County and State, certify that
Robert L. Hogan personally came before me this day and acknowledged that
he/she is the President of Rand Meadows Homeowners Association, Inc., a non-profit North
Carolina corporation, and that by authority duly given and as the act of that corporation, the
foregoing instrument was signed by him/her in that capacity. Witness my hand and notarial seal
this February 9, 2006.



Julia M. Young
Notary Public
My Commission expires: _____
Julia M. Young



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Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate___ of _____

_____ Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and
page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: _____
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages
6