

Prepared by and return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PRITCHETT FARM

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Pritchett Farm is made this 28 day of February, 2023 by no less than sixty-seven percent (67%) of the Owners of the Lots in Pritchett Farm and the Pritchett Farm Owners Association, Inc.

WITNESSETH:

THAT WHEREAS, in 2016, the Declarant M/I Homes of Raleigh, LLC caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Pritchett Farm at book 16341, page 1385 of the Wake County Register of Deeds ("the Declaration");

WHEREAS, the Pritchett Farm Owners Association, Inc. ("the Association") was incorporated on or about 31 August 2016;

WHEREAS, the Declaration may be amended by sixty-seven percent (67%) of the Owners of the Lots in the Association in accordance with the Planned Community Act, N.C.G.S. §47F-1-101 et seq. and Article 18, Section 18.10 (a) of the Declaration;

WHEREAS, the Owners desire to amend the Declaration to change certain restrictions and portions of the Declaration as set forth more fully herein;

NOW THEREFORE, the undersigned does hereby declare that the Declaration shall be amended as follows:

1. To amend Article 7, Section 7.02 of the Declaration by deleting that section in its entirety and replacing it with the following:

7.02. Unlawful Activity. No unlawful activity shall be conducted on any Lot or in any other part of the Property. Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment of occupants of Lots. Each Owner shall be considerate of the

other Lot Owners within the Property and shall abide by the applicable governmental authority's noise ordinance. No doorways, walkways or streets shall be obstructed in any manner which would interfere with their use for ingress or egress in the event of fire, earthquake or other emergency. Hunting and trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows within the Property is prohibited. No outdoor fires shall be permitted other than grills or as may be permitted by the Rules and Regulations.

2. To amend the last paragraph only in Section 13.02 by deleting that one paragraph and replacing it with the following:

13.02 All notices required to be given under this Section 13.02(b) shall be given in writing and delivered by hand, mailed with prepaid postage or deposited with an overnight carrier (e.g. Federal Express, UPS, etc.), or by electronic transmission to an electronic mail address for the Owner on file with the Association. If the ACC denies an application, the ACC shall specify the particular grounds upon which denial of such application is based. If the ACC approves the application, one set of Plans, marked approved (or approved with specified conditions), shall be retained by the ACC in either paper or electronic form, and any remaining sets of Plans shall be returned to the applicant.

3. To amend Article 13, Section 13.05 of the Declaration by deleting that section in its entirety and replacing it with the following:

13.05 Timely Completion: When construction of any Lot, structure, improvement, or addition thereto has begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. Except as otherwise provided herein for smaller projects, it is a requirement that Lots under construction in the Property be "dried-in" with exterior finishes installed (roofing, windows and finish siding and trim in place) within one hundred twenty (120) days of the commencement of construction and that all phases of work, including execution of the Landscape Plan, be complete within twelve (12) months of the date of ACC approval. In the event that completion is delayed beyond one year from the date of ACC approval and provided the Owner is notified within thirty (30) days of the expiration of the one year construction period, the ACC may, upon unanimous vote of the committee, rescind the original approval and require that the Owner resubmit Plans for approval. For minor improvement projects not requiring structural framing, such projects must substantially complete within ninety (90) days of commencement of construction and such construction must be commenced within sixty (60) days of approval by the ACC.

4. To amend Article 13, Section 13.06 of the Declaration by deleting that section in its entirety and replacing it with the following:

13.06 Reconstruction of Residences. In the event of damage or destruction to a residence by fire or other casualty, the Owner shall within four (4) months diligently commence to reconstruct such residence as soon as reasonably possible and substantially in accordance with the original plans; provided, however, that such residence shall be restored so that the exterior appearances thereof substantially resemble their appearances in form and in color prior to such damage or

destruction. Such reconstruction shall be substantially completed within twelve (12) months from the date of the casualty loss. Notwithstanding the foregoing, however, any Owner of a damaged residence may request permission from the ACC to reconstruct or repair his or her residence in accordance with revisions in the Plans. The ACC shall grant such requests only in the event that the proposed change or deviation will materially benefit and enhance the entire Property in a manner generally consistent with the plan and development thereof.

5. To amend Article 18, Section 18.10 (a) only of the Declaration by deleting that subsection (a) in its entirety and replacing it with the following:

18.10 Amendments.

(a) Except as otherwise expressly provided herein, this Declaration may be amended only in strict compliance with the Act, including, without limitation, Section 47F-2-117 of the Act, except that no Amendment altering or impairing Special Declarant Rights may be made without the written consent of the Declarant.

This Declaration may be amended or modified at any time by the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association; provided, however, that if the percentage of the Voting Power necessary to amend a specific provision of this Declaration is more than sixty-seven percent (67%) of the Voting Power of the Association under this Declaration or by statute, then the higher percentage shall control. Further provided, that any amendment or modification to this Declaration must be consented to by Declarant so long as Declarant is the Owner of any Lot or other portion of the Property, which consent Declarant may grant or withhold in its sole discretion. Any amendment or modification upon which the vote of Owners is required pursuant to this Section 18.10 shall become effective when an instrument executed by the Owners voting for such amendment or modification is filed of record in the Office of the Register of Deeds of Wake County, North Carolina; provided, however, such an amendment or modification, in lieu of being executed by the Owners voting for such amendment or modification, may contain a certification of the Secretary of the Association stating that the amendment or modification has been voted on and approved by the requisite number of votes of the Owners, as provided in this Section 18.10.

Notwithstanding the terms of the immediately preceding paragraph of this Section 18.10, during the period of Declarant control as set forth in Section 8.06, Declarant, without obtaining the approval of any Owner or Owners other than Declarant, shall have the unilateral right, in its sole and absolute discretion, to make any amendments or modifications hereto which Declarant deems necessary or desirable, including, without limitation, amendments or modifications to any procedural, administrative or substantive provisions of this Declaration.

6. Except as amended hereinabove, the remaining portions of the Declaration as originally existed and subsequently amended are hereby restated and re-acknowledged.

7. This amendment shall become effective upon filing with the Wake County Register of Deeds.

CERTIFICATION OF VALIDITY OF AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR PRITCHETT FARM OWNERS
ASSOCIATION, INC.

By authority of its Board of Directors, the undersigned hereby certifies that the foregoing instrument has been duly adopted and approved by no less than sixty-seven percent (67%) of Owners in Pritchett Farm Owners Association, Inc. and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Pritchett Farm Owners Association, Inc.

PRITCHETT FARM OWNERS ASSOCIATION,
INC.

By

Jeff S. Tind
President

ATTEST:

Robert E. Brown
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Joseph D. Budd, a Notary Public of the County and State aforesaid, certify that Robert E. Brown, personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of Pritchett Farm Owners Association, Inc., a North Carolina non-profit, non-stock corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by Robert E. Brown as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 18th day of March,
2020.
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My commission expires:

Notary Public

Joseph D. Budd

