

NORTH CAROLINA  
WARREN COUNTY

COMMONWEALTH OF VIRGINIA  
MECKLENBURG COUNTY

SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
OF  
PEETE RIVER FARM

THIS SECOND AMENDMENT is made and entered in to on this \_\_\_\_ day of June, 2014, by Peete River, LLC, a Delaware limited liability company ("Declarant").

WHEREAS, Declarant, by reason of recorded assignment of Declarant Rights, has become the developer of Peete River Farm, as set forth on Plats recorded in Cabinet 1, Slide 248A, Plat 10 of the Warren County, North Carolina Registry, and in Plat Cabinet 2 Slide 44, Page 1-5 in the Office of the Clerk of the Circuit Court of Mecklenburg County, Virginia (the "Plat") and as set forth in the Declaration recorded in Book 824 at Page 635 of the Warren County, North Carolina Registry, and in instrument number 050006864 and instrument number 060003419 in the Office of the Clerk of the Circuit Court of Mecklenburg County, Virginia, as the same has been amended (the "Declaration"), and;

WHEREAS, Declarant holds more than two-thirds of the votes of the Association and is entitled to execute this amendment without joinder of any other party.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article I is amended to include the following definition:  
"Limited Common Area" shall mean any Common Area for the exclusive use of some but not all lot owners. In particular, the boat slips installed on the common area are for the exclusive use of the designated owners of lots where installation of a pier is not allowed shall be Limited Common Areas. The Association shall maintain such boat slips, but the cost of maintenance and operation of the boat slips shall be likewise be borne exclusively by the benefitted lot owners through a separate assessment.

2. Article VI Section 6.1 is amended to add a new 6.1(c) to read as follows:  
(c) An annual assessment or charge to be assessed only against lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29 & 30 which funds shall be used exclusively for the maintenance, upkeep, repair and replacement of the boat slips.

3. Article VI Section 6.3 is deleted in its entirety, and replaced by the following:  
Section 6.3 Amount of Annual Assessments

(a) Amount of Assessments. The budget of the Association for each year shall be established by the Board at least sixty (60) days in advance of each Assessment period (the calendar year). Within thirty (30) days after adoption of any proposed budget by the Board, the Board shall provide to all Owners a summary of the budget and notice of a meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than thirty (30) nor more than sixty (60) days after mailing of the summary of the budget and notice of the meeting. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless, at that meeting, a majority of all the Class "A" Members and the Class "B" Member vote to reject the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board. The Assessment for the calendar year shall be determined based upon the budget adopted by the Board and ratified by the Owners. Notwithstanding any provision to the contrary, no action of the Association or the Board, including the proposal or approval of any budget, shall be effective to increase or decrease annual assessments by more than ten percent (10%) each year unless such budget or assessment increase or decrease shall be approved by the affirmative vote of a majority of the Owners which are present in person or by proxy at an annual or special meeting called for the purpose of considering such increase, which affirmative vote must also include approval from a majority of the Class "A" Members present. Assessments to Lot owners shall begin on July 1, 2014. Each existing lot owner shall be assessed for one-half of the annual lot assessment of \$400.00, and new purchasers shall be assessed a pro-rated amount at closing for the balance of 2014.

(b) Boat Slip Assessments. The amount of the annual Boat Slip Assessment shall be determined according to a separate proposed budget prepared by the Board and sent to the owners of Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29 & 30 along with the annual proposed budget for the Association. The Board is authorized to delegate the preparation of the boat slip budget to a committee of boat slip owners. The budget for boat slip maintenance is deemed approved by the members unless a majority of the boat slip owners appear at the special meeting to ratify the budget either in person or by proxy, and vote to disapprove the same. The initial Boat Slip Assessment shall be \$200.00 per year, with a pro-rated amount being collected at closing for the balance of the current year.

4. Article VI Section 6.6 is amended by deleting from that section all references to Section 6.3.
5. Article VII Section 7.1 is amended by adding the following text at the end:  
The Limited Common Areas, including the boat slips, shall be maintained by the Association using boat slip assessments, which shall be set aside for the exclusive use of maintaining, and /or improving such boat slips.
6. Article X Sections 10.4(a) through 10.4(c) are deleted in their entirety and are replaced by the following:

- (a) One Story dwelling Buildings shall not contain less than 1800 square feet of Heated Living Area;
  - (b) One and a half Story dwelling Buildings shall not contain less than 2,000 square feet of Heated Living Area;
  - (c) Two (or more) Story dwelling Buildings shall not contain less than 2,200 square feet of Heated Living Area;
7. Article X Section 10.22(c) is amended by adding the following text to the end;  
Notwithstanding any other provision herein, for one year after a lot is purchased from the Developer, camping by owners and their families on a lot owned by them using professionally manufactured equipment up to seven days out of any 30 day period is not prohibited. The presence of any camping equipment on a lot whether or not occupied or used shall count as part of the seven day period. Such occasional usage of the lots must not be a nuisance on account of noise, must not be in plain sight of any residence or within 50 feet of any roadway right of way, and must not be in violation of any law or ordinance.
8. Except as specifically modified herein, the Declaration as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be duly executed the day and year first above written.

Peete River, I.L.C

By: \_\_\_\_\_  
Mark R. Adkins, Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I Ann Marie Wilson, a Notary Public of the County and State aforesaid, certify that Mark R. Adkins personally appeared before me this day and acknowledged the due execution of the foregoing document for the purposes expressed and in the capacity indicated.

Witness my hand and official seal this \_\_\_\_\_ day of June, 2014

My Commission Expires:

\_\_\_\_\_  
Notary Public

(SEAL)

Prepared by: Hugh J. Franklin, Attorney at Law  
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