

State of North Carolina  
County of Lincoln

Book 2052

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SUPPLEMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE  
VERDICT RIDGE SUBDIVISION

(ADDITIONAL RESTRICTIONS SPECIFICALLY  
FOR THE PATIO HOMES PROPERTY)

Drawn by and mail to:  
John Freeman  
2228-D East 7<sup>th</sup> Street  
Charlotte, NC 28204

KNOW ALL MEN BY THESE PRESENTS, that this Supplement to the Declaration of Covenants, Conditions and Restrictions (the "Supplemental Declaration") for the Verdict Ridge Subdivision is made and entered into on this 14 day of July, 2008, by H. Edward Knox, and wife, Frances S. Knox (the "Declarant"), and supplements that certain Declaration of Covenants, Conditions and Restrictions for the Verdict Ridge Subdivision (the "Original Declaration") dated March 2, 1999 and recorded on March 3, 1999 in Book 1099, Page 247, as amended and supplemented, in the Office of the Register of Deeds for Lincoln County, North Carolina.

WITNESSETH:

WHEREAS, Declarant is the owner of all that certain property shown on that certain map as recorded in Map Book 14, at Page 286 in the Register of Deeds Office for Lincoln County, North Carolina (the "Property"), with superseding map as recorded in Map Book 14, at Page 450 and contains Lots 302 through 331 and 377-381, both inclusive, of the Verdict Ridge Development, and said lots are to be developed with patio homes rather than conventional single-family homes;

WHEREAS, the Original Declaration has heretofore been imposed upon the Verdict Ridge Development, including the Property;

WHEREAS, the Declarant desires that all present and future owners of Lots 302 through 331 and 377-381 confined within the Patio Homes Property shall be subject to the terms and conditions of the aforesaid Original Declaration, and shall have the rights and privileges, and shall be subject to the same burdens and obligations, as are therein set out, and such Original Declaration is incorporated herein by reference and made a part hereof as if set forth verbatim;

WHEREAS, the Declarant, is specifically empowered to amend the Original Declaration for the purpose of developing the property and meeting all reasonable needs of such property pursuant to Article XIII, §3 of the Original Declaration; and

WHEREAS, Declarant desires to amend the Original Declaration in the manner and for the purposes herein set forth, such amendments and modifications to only apply to those Lot Owners residing on Lots 302 through 331 and 377-381.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The Original Declaration is hereby modified and amended to include the following language and additional Article in its entirety:

## ARTICLE XIV

### **USE RESTRICTIONS PERTAINING ONLY TO LOTS 302 THROUGH 331 and 377-381 OF THE PATIO HOMES PROPERTY**

Section 1. Number and Type of Lots. There shall be thirty-five (35) Lots within the Property, designated numerically 302 through 331 and 377-381 and each lot shall be used strictly for single-family residential purposes.

Section 2. Construction of Patio Homes. All housing units and dwellings constructed on Lots 302 through 331 and 377-381 of the Patio Homes Property, as constructed by such builder or contractor as shall be designated by Declarant as an "Approved Builder" shall be constructed in such a fashion that all exterior facades are composed of brick or Hardi-plank/Stone combination. Vinyl is strictly prohibited as a major exterior element. All exterior materials shall be subject to the approval of Declarant for the Patio Homes Property, as well as all house plans specifications, blueprints, and similar construction documents.

Section 3. Fences. Fences are not allowed on any lots in the Patio Homes Property.

Section 4. Garage Doors. Garage doors on dwellings constructed on Lots 302 through 331 and 377-381 of the Patio Homes Property shall be of a quality and appearance at least equal to what is considered to be standard by Declarant for the Patio Homes Property and shall be subject to the approval of Declarant for the Patio Homes Property.

Section 5. Decks & Stairs. Any deck constructed and attached to a housing unit shall have a wrapped pier of materials consistent with the exterior of the home and as approved by Declarant. No stairs on any basement home will be allowed without prior written approval of the Declarant.

Section 6. Events of Default or Re-sale by an Approved Builder. In the event of default by an Approved Builder or re-sale by such Approved Builder of any unimproved Lot within the Patio Homes Property, such Lots may be sold only to another Approved Builder, so designated in writing by Declarant.

Section 7. Design Standards. Any units or dwellings constructed upon Lots 302 through 331 and 377-381, including those Lots described in Section 6 above, must conform to the design standard approved by Declarant for the Patio Homes Property. Absolutely no construction, modification, alteration, or any type of changes may be made to the exterior elements or landscape of any lot or common property without consent of Declarant for the Patio Homes Property.

Section 8. Rear Elevation. Approval from the Declarant must be obtained for the rear elevation of each lot. Declarant may disapprove of any elevation without disclosure of cause.

Section 9. Maintenance and Utility Fees. The Developer is responsible and has paid the water/sewer fees for service to the home. Any and all hook-up or turn-on fees for the water utility shall be incurred by the builder.

Section 10. Landscaping Design and Lawns. A landscape plan shall be submitted for each Lot 302 through 331 and 377-381 prior to completion of construction. Landscape plans shall be subject to the approval of Declarant for the Patio Homes Property. Alternatively, a "Master Landscape Plan" may be approved by Declarant and all lots must adhere to the design standard set forth in the "Master Landscape Plan." Exterior landscape improvements and/or alterations must be approved by the Architectural Control Committee ("ACC") for the Patio Homes Property, with the exception of annual flower and other small plants to be located within pre-existing beds which are not to exceed 12" in height. Placements of lawn ornaments, flags, decorations and the like shall be subject to the approval of ACC. Temporary holiday decorations shall be allowed so long as they remain for no longer than six weeks and do not pose a safety hazard or compromise the aesthetic integrity of the subdivision as determined by ACC. Any Owner of a Lot or Builder shall obtain written approval from ACC prior to the placement and use of sod for any Lot's lawn.

Section 11. Incorporation. The provisions of Article X of the Original Declaration, entitled Architectural Control Committee, Section 15, Use Restrictions, are applicable and incorporated herein by reference, including such Architectural Control Guidelines of record applicable to all owners of the entire Verdict Ridge Development.

Section 12. Enforcement. The Verdict Ridge Homeowner's Association, Inc. shall have the right to enforce these additional restrictions contained in this instrument in accordance with Article XIII, Section 1 of the Original Declaration.

Section 13. Applicability of Original Declaration. All of the terms, provisions and requirements of the Original Declaration, including, without limitation, the obligation to pay dues and special assessments, shall be and remain fully applicable to the Property, except where the same may be varied by the terms of this Supplemental Declaration, either expressly or by necessary implication. The owners of the Patio Home Lots shall be obligated to pay such dues and assessments as may be determined by the Board of the Verdict Ridge Homeowner's Association, in addition to, and not in substitution for, such dues and assessments as are levied from time to time and applicable to the entire Verdict Ridge Development. All dues and assessments levied by the Verdict Ridge Homeowner's Association shall be billed by, paid to and collected by the Verdict Ridge Homeowners' Association, provided, that said association, and its treasurer, shall maintain separate books and records as to dues and assessments paid by, and expenditures for the benefit of, the owners of the Patio Homes Lots. The Verdict Ridge Homeowners' Association, in its discretion, may determine to keep the Patio Homes dues and assessments in a separate bank account.

Section 14. Services to Patio Homes. The dues and assessments collected for the Patio Homes Lots shall be used, in addition to other lawful uses and purposes, for lawn maintenance, irrigation water usage, maintenance and repair of the Patio Homes irrigation system and utility bills related thereto, maintenance of the entry monument, private street maintenance including

asphalt and utilities which would otherwise be turned over to the NCDOT if the road were public, landscaping supplies, and such contingency funds as the Board shall find appropriate. The dues as determined will be set on an annual rate and billed monthly.

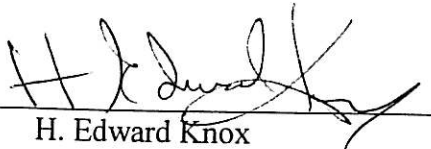
Section 15. Governance. The Verdict Ridge Homeowners' Association shall have and exercise concurrent jurisdiction as to the Patio Homes Lots. As to matters affecting and pertaining solely to the Patio Homes Lots, and with consent of Declarant, the Patio Home Owners may form a Sub-Association Board for purposes of reviewing and negotiating annual maintenance contracts. The Sub-Association Board will consist of 3 members, with one member reporting said findings to the Verdict Ridge Homeowner's Association Board. The recommendation and decision of the Sub-Association shall be presumptively reasonable to the Board and accepted. In the event of a conflict between the recommendation of the Sub-Association and the Verdict Ridge Homeowner's Association Board, the Declarant will make the final decision and be binding upon both Associations. The election of the 3 members will be held at the annual meeting for the Verdict Ridge Homeowner's Association meeting or at a meeting held specifically for purposes of annual review for Patio Home Owners, of which such meeting shall precede the annual meeting of the Verdict Ridge Homeowner's Association. Nothing herein shall limit the Declarant's right, in its sole discretion, to make reasonable changes to the Governance of the Patio Home Property Sub-Association.

Section 16. Except as hereby amended and modified, the Original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Supplement to the Declaration of Covenants, Conditions and Restrictions for the Verdict Ridge Development to be properly executed as of the date first above written.

DECLARANT

By:

  
H. Edward Knox

By:

  
Frances S. Knox

STATE OF NORTH CAROLINA  
COUNTY OF LINCOLN

The undersigned, a Notary Public of the State and County aforesaid, does hereby certify that H. EDWARD KNOX, the Declarant of the Verdict Ridge Subdivision, personally came before me this day and acknowledged the due execution of the foregoing instrument as his/her act and deed.

Witness my hand and notarial seal this the 14<sup>th</sup> day of July, 2008.

Tamara D Blankenship  
Notary Public

Notarial Seal

My commission expires: 11/11/2009



STATE OF NORTH CAROLINA  
COUNTY OF LINCOLN

The undersigned, a Notary Public of the State and County aforesaid, does hereby certify that FRANCES S. KNOX, the Declarant of the Verdict Ridge Subdivision, personally came before me this day and acknowledged the due execution of the foregoing instrument as his/her act and deed.

Witness my hand and notarial seal this the 14<sup>th</sup> day of July, 2008.

Tamara D Blankenship  
Notary Public

Notarial Seal

My commission expires: 11/11/2009

