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RESTRICTIONS

Fee \$26.00

State of North Carolina  
County of Lincoln

518185



Lincoln County North Carolina  
Danny R. Hester, Register of Deeds

\$26<sup>(7)</sup>

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

(ADDITIONAL RESTRICTIONS SPECIFICALLY  
FOR THE PATIO HOMES PROPERTY)

✓ Picked up: Scott Knox

Drawn by and mail to:

H. Edward Knox

Knox, Brotherton, Knox & Godfrey

PO Box 30848

Charlotte, NC 28230-0848

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 16<sup>th</sup> day of January, 2014, by H. Edward Knox, and wife, Frances S. Knox (the "Declarant"), with joinder of Bellamy Homes, Inc., a North Carolina corporation and Bonterra Builders, LLC, a North Carolina limited liability company ("Approved Builders") 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 15, Page 494, Map Book 15, Page 495, and Map Book 16, Page 26 in the Register of Deeds Office for Lincoln County, North Carolina (the "Property"), together with additional adjacent property designated to become part of "The Reserve" patio homes, 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 406 through 432 confined within the Patio Homes Property known as "The Reserve" in Phase 5 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 owning and/or residing on 406 through 432.

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 406 THROUGH 432 OF THE PATIO HOMES PROPERTY**

Section 1. Number and Type of Lots. There shall be twenty-seven (27) Lots within the Property, designated numerically 406 through 432 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 406 through 432 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 406 through 432 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 with high visibility from the golf course or roadway, as determined by the Declarant, 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 406 through 432, 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 homes only. 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 406 through 432 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, maintenance and repair of the Patio Homes signage entry monument irrigation system and utility

bills related thereto, maintenance of the entry monument, 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. The services to the Patio Homes shall not include water for lawn irrigation purposes, but rather, each homeowner shall be required to obtain and pay for his own irrigation. The Declarant shall construct the streets and roadways within The Reserve (ie, Lots 406 through 432) in accordance with State requirements, specifications and standards for public streets and shall cause the streets and roadways to be dedicated to public use at the earliest feasible time, and that thereafter, such streets and roadways shall be maintained by the State of North Carolina or other appropriate public authority.

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. Joinder of Approved Builder. Bonterra Builders, LLC, and Bellamy Homes, Inc. being Approved Builders as contemplated by the Original Declaration, as to such of Lots 406 through 432 as have been conveyed of record to them by Declarant prior to the recordation of this Supplement, join in this instrument for the purpose of consenting to it in all respects and agreeing to be bound by it.

Section 17. 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

APPROVED BUILDERS

Bonterra Builders, LLC  
By: [Signature]  
Member/Manager

Bellamy Homes, Inc.  
By: \_\_\_\_\_  
(Name and Title)

STATE OF NORTH CAROLINA  
COUNTY OF

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 16<sup>th</sup> day of January, 2014.

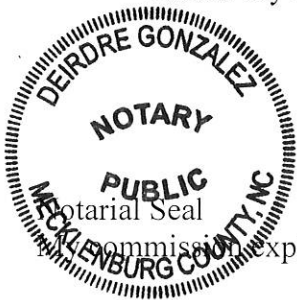


[Signature]  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF

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 16<sup>th</sup> day of January, 2014.



[Signature]  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF Union

The undersigned, a Notary Public of the State and County aforesaid, does hereby certify that Darren L Sutton, as a member or manager of Bonterra Builders, LLC, 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 29<sup>th</sup> day of January, 2014.



Stephanie G. Barker  
Notary Public

My commission expires: 7-28-2018

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

The undersigned, a Notary Public of the State and County aforesaid, does hereby certify that \_\_\_\_\_, as a \_\_\_\_\_ of Bellamy Homes, Inc., 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 \_\_\_\_ day of \_\_\_\_\_, 2014.

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

Notarial Seal  
My commission expires: \_\_\_\_\_