

Prepared by and mail after recording to:  
Suzanne B. Allaire  
K&L Gates LLP  
P.O. Box 17047  
Raleigh, NC 27619-7047

**STATE OF NORTH CAROLINA**

**FRANKLIN COUNTY**

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CARTERS PLACE**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARTERS PLACE** (this "Amendment") is made and entered into effective as of the date of its recordation in the Franklin County Registry ("Registry") by **CARTER ESTATES, LLC**, a North Carolina limited liability company ("Declarant").

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions, and Restrictions for Carters Place recorded in Book 2305 at Page 597 in the Registry (as amended and supplemented from time to time, the "Declaration");

WHEREAS, Section 18.10 of the Declaration provides that during the period of Declarant control, Declarant, without obtaining the approval of any Owner or Owners, shall have the unilateral right to make any amendments or modifications which Declarant deems necessary or desirable. The period of Declarant control has not expired and Declarant now desires to amend the Declaration in certain respects as set forth herein.

NOW, THEREFORE, Declarant, by this Amendment, does hereby amend the Declaration as follows:

1. Defined Terms. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration.

313657040.1

Submitted electronically by K&L Gates LLP in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Franklin County Register of Deeds.

2. Property Owners Parking Rights. The first paragraph of Section 7.03 of the Declaration is hereby deleted in its entirety and replaced by the following:

7.03. Property Owners Parking Rights. To enhance the streetscape in the Property, no vehicles owned by Owner of any type shall be parked or stored on any part of a Lot other than in the garage, driveway, or parking pad attached to the driveway of such Lot. Any attached parking pad shall be designated for the parking of not more than three vehicles and shall have a paved or gravel surface if required due to applicable impervious surface allocations for each Lot. No vehicles of any type shall be parked on the sidewalk or grass on any Lot. Guest or invitees of each Owner shall be permitted to park on the streets within the Property in accordance with applicable governmental regulations. No boat, trailer, commercial vehicle, recreational vehicle, camper, or camper truck shall be parked, stored or left on any part of the Common Area or on the streets within the Property. Boats, trailers, commercial vehicles, recreational vehicles, campers or camper trucks, all terrain vehicles (ATVs) and utility task vehicles (UTVs) may be parked or kept on a Lot if such vehicles are screened from the street. As used herein, the term "commercial vehicle" shall mean any vehicle having advertising of the Owner's business or an employer's business shown thereon and/or equipment, tools, or tool racks attached or affixed to the vehicle. This restriction shall not apply to sales trailers, construction trailers, or other vehicles which may be used by Declarant or an Approved Builder (provided that such Approved Builder obtains the prior written approval of Declarant) and their agents and contractors in the conduct of their business prior to the Completion of Sales. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway or attached parking pad within the Property, except in the case of emergency and except as may be permitted by the Rules and Regulations. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any part of the Common Area or on any Lot, and no automobiles or other mechanical equipment may be dismantled or parts thereof stored on any said Lot.

3. Planted Berm Buffers. Declarant intends to construct certain planted berm buffers along the northern portions of the Lots identified as Lots 1 and 40 on that certain plat of survey recorded in Plat Book 2022, Pages 145, 146 and 147, as corrected in Plat Book 2022, Pages 169, 170 and 171, Franklin County Registry (the "Planted Berm Buffers"). The Planted Berm Buffers are hereby designated as Common Area to be maintained by the Association and all costs associated with the maintenance, repair, and replacement of such Planted Berm Buffers shall be Common Expenses and shall be recovered by Annual Assessments or Special Assessments levied by the Association. Pursuant to the terms of Section 6.06 of the Declaration, the Association has the right of access over and upon any Lot as necessary in connection with any maintenance, repair or replacement of such Planted Berm Buffers as required hereunder. The Owners of Lots 1 and 40 shall not be permitted to alter the Planted Berm Buffers.

4. Effect of Amendment. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this

Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Amendment as of the date set forth in the acknowledgement below.

**CARTER ESTATES, LLC,**  
a North Carolina limited liability company

By: [Signature]  
Name: Alton Craig Hedgepeth  
Title: Member

Franklin County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Alton Craig Hedgepeth.

Date: 11/8/2022

My Commission Expires: 10/02/2027

[Signature]  
Notary Public  
Print Name: S. Wayne Harp

[Affix Notary Stamp or Seal]

