

**State of North Carolina
County of Wake**

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR CARPENTER PARK SINGLE
FAMILY LOTS**

This AMENDMENT made this 3rd day of August, 2023, By Carpenter Park Single Family Homeowners Association, Inc., a North Carolina non-profit corporation; and

WHEREAS, **Carpenter Park Single Family Homeowners Association, Inc.**, (“Association”) is the association of property owners in Carpenter Park a residential community organized located in Wake County, North Carolina; and

WHEREAS, the Association was established as a residential community to be organized, controlled and governed by the Declaration of Covenants, Conditions, and Restrictions for Carpenter Park Single Family Lots as recorded in Deed Book 8192 at Page 1815, et seq., in the Wake County Registry of Deeds (“Declaration”); and

WHEREAS, on April 15, 1999, an “Additional Protective Covenants for Carpenter Park” was recorded for Phase 1 in Deed Book 8293 at Page 900, et seq., in the Wake County Registry of Deeds (“Declaration”); and

WHEREAS, on February 17, 2000, an “Additional Protective Covenants for Carpenter Park” was recorded for Phase 2 in Deed Book 8524 at Page 1638, et seq., in the Wake County Registry of Deeds (“Declaration”); and

WHEREAS, on August 3, 2001, an “Additional Protective Covenants for Carpenter Park” was recorded for Phase 3 in Deed Book 9027 at Page 1496, et seq., in the Wake County Registry of Deeds (“Declaration”); and

WHEREAS, in accordance with the provisions of Article X, Section 4 of the Declaration, the owners of Lots to which at least ninety percent (90%) of the votes as allocated, cast those votes in favor of the adoption of this amendment to the Declaration; and

NOW, THEREFORE, the Declaration of Covenants, Conditions, and restrictions for Carpenter Park Single Family Lots are hereby amended as follows:

Submitted electronically by "Law Office of Chris Karrenstein, P.C."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

The Declaration is amended by adding Article XI; which states as follows:

ARTICLE XI

LANDSCAPING

Effective upon the recording of this amendment, the Association shall be responsible for maintaining landscaping services upon the common areas and all individual lots in the community subject to the following provisions:

(a) The Association will provide essential landscaping upon the common areas and individual lots which shall include: mowing; edging and blowing; trimming of bushes; weed control activities; seed and fertilizing of the lots; and any other appropriate services as agreed upon by the Association and respective contractor.

(b) Essential lawn care will not include maintenance or repair activities on any non-grass area around the perimeter of the house. The non-grass area is the homeowner's responsibility. Trees on the homeowner's property are the responsibility of the homeowner. Lawn maintenance will only trim trees if lower branches impede the mowing process.

This Amendment to the Declaration shall be effective on the date of recordation of the same in the Office of the Wake County Register of Deeds.

This Amendment to the Declaration has been approved or ratified by a majority of the Board of the Association.

IN WITNESS WHEREOF, the Association, with the consent of at least ninety percent (90%) of the votes held by each class of Members of the Association as such classes are set forth in the Association Documents; and the approval or ratification of a majority of the Board, hereby amend the Declaration for the purposes expressed hereinabove, and do hereby declare that the foregoing Second Amendment to the Declaration shall be binding on all parties having or hereafter acquiring any right, title or interest in the Properties subject to the Declaration, inclusive of any and all Lots and Dwellings, or any part thereof, and shall inure to the benefit of each Owner or successor in interest, heir, transferee, assignee, or otherwise thereof.

A North Carolina Non-Profit Corporation

Signatures begin on next page

By: Chad A. Wriggelsworth
Chad A. Wriggelsworth, Its President

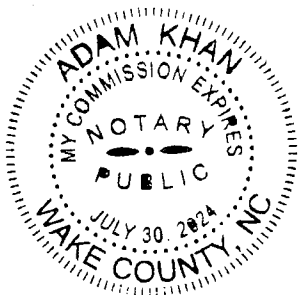
STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

I, Adam Khan, a Notary Public of the County and State aforesaid, certify that Chad A. Wriggelsworth personally came before me this day and acknowledged that s/he is the President of Carpenter Park Single Family Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chad A. Wriggelsworth

Witness my hand and official stamp or seal, this 2 day of August, 2023.



[Signature]
Notary Public

ADAM KHAN
Printed Name

My Commission Expires: 7.30.24 Wake NC.

By: 
Atik Kikani, Its Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

I, Thomas Rackley, a Notary Public of the County and State aforesaid, certify that Atik Kikani personally came before me this day and acknowledged that s/he is the Secretary of Carpenter Park Single Family Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Secretary.

Witness my hand and official stamp or seal, this 3rd day of August, 2023.


Notary Public

Thomas Rackley
Printed Name

My Commission Expires: August 27, 2023

