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Prepared by and return to:
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**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR THE WOODS AT WILKINSON CREEK**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for The Woods at Wilkinson Creek (this "Amendment"), is made this 1st day of July, 2021, by **The Woods at Wilkinson Creek Homeowners Association, Inc.**, a North Carolina non-profit corporation, hereinafter referred to as the "Association". The Association states and declares as follows:

A. A Declaration of Covenants, Conditions and Restrictions for The Woods at Wilkinson Creek was filed July 26, 2007 of record at Book 1350 Page 593, Chatham County Registry, as amended by that Amendment to Declaration of Covenants, Conditions and Restrictions for the Woods at Wilkinson Creek of record at Book 1497 Page 23, Chatham County Registry (as amended, the "Declaration").

B. Article IX, Section 4 of the Declaration provides that the Declaration may be amended at any time by an instrument signed by not less than two-thirds (2/3) of members entitled to vote at a duly called meeting of members of the Association and signed by a proper officer of the Association.

C. Greater than sixty-seven percent (67%) of the Owners have provided their written approval of this Amendment to the Association.

D. N.C. Gen. Stat. § 47F-2-117 provides that "Except in cases of amendments that may be executed by a declarant under the terms of the declaration or by certain lot owners under G.S. 47F-2-118(b), the declaration may be amended only by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated, or any larger majority the declaration specifies or by the declarant if necessary for the exercise of any development right. The declaration may specify a smaller number only if all of the lots are restricted exclusively to nonresidential use."

E. The Association now desires to amend the Declaration.

THEREFORE, the Association hereby amends the Declaration as follows:

1. Article VII, Section 2, clause o) of the Declaration is deleted in its entirety and replaced with the following:

o) No noxious or offensive activity shall be conducted upon any Lot or Common Area, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance, (unnecessary or excessive or offensive noise, disturbance, light or odor which destroys the peace, quiet and/or comfort of other Owners) to neighborhood or to the occupants of any adjoining Lots. No industrial, business, or other commercial activity whatsoever is permitted on a Lot, including but not limited to a boarding house, fraternity or sorority house, business or manufacturing or antique gift, or any kind of shop. The exception shall be the aforesaid "Model Home."

Animal Limitations: Domestic dogs, cats, fish, and birds (etc.) may be kept as household pets. Chickens may be kept with the following limitations:

- 1) roosters are prohibited,
- 2) breeding or commercial uses are prohibited,
- 3) the numbers must be reasonable (e.g. for a family),
- 4) any odor, noise or other nuisance which would unreasonably disturb the use and enjoyment of any portion of the neighborhood by other owners is prohibited.

The Board may set additional restrictions, rules, and regulations in order to support these limitations. No owner shall commit or permit any nuisance or any illegal activity on or about the Property or Common Area.

2. Article IV, Section 3 of the Declaration is deleted in its entirety and replaced with the following:

The annual HOA assessment ("dues") is to be based on reasonable expenses required to maintain the Woods at Wilkinson Creek according to the Covenants (which are designed to "protect the value, desirability, and attractiveness of the Properties").

The HOA dues continue to include expenses for, but are not limited to, landscaping, insurance, and clerical/incidentals. In addition, annual maintenance of roads within the community will be included as an expense each year. The initial dues for 2021 will be \$500 per lot/home.

The HOA Board will provide an annual analysis of anticipated expenses used to set the level of dues in order to ensure complete transparency of HOA costs and activities.

These modifications shall take effect for HOA dues beginning in 2021.

[The Remainder of this Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed, as of the date first stated above.

THE WOODS AT WILKINSON CREEK HOMEOWNERS ASSOCIATION, INC.,
a North Carolina non-profit corporation

By: *J. Cashman*
Name: Jay Cashman
Its: President, wwc HOA

NORTH CAROLINA
COUNTY OF Wake

I, Catherine Jones, a Notary Public, do hereby certify that Jay Cashman, personally came before me and acknowledged that s/he is president of The Woods at Wilkinson Creek Homeowners Association, Inc., a North Carolina non-profit corporation, and that s/he, as president, being authorized to do so executed the foregoing on behalf of the non-profit corporation.

Catherine Jones
Official Signature of Notary Public

Catherine Jones
Notary's Printed or Typed Name, Notary Public

My commission expires: August 28, 2021



Date: July 1, 2021
~~August 28, 2021~~