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Randolph County North Carolina
Krista M. Lowe, Register of Deeds

**AMENDMENT TO THE DECLARATION
(LIBERTY SQUARE TOWNHOMES)**

✓ Prepared by: Joseph Long

✓ Return to Liberty Square Townhome Homeowners Association
710 Oakmont Circle Archdale, NC 27263

THIS AMENDMENT, dated February 1 2023, by **LIBERTY SQUARE TOWNHOME ASSOCIATION, INC.**, a North Carolina non-profit corporation (the "Association")

Recitals:

Liberty Square Townhomes are a residential subdivision are governed by the Declaration of Convents, Conditions, and Restrictions recorded in the Deed Book 5453, at page 1071, Guilford County Registry, and Deed Book 1746, at Page 1759, Randolph County Registry (the "Declaration"). As Provided in Article XI of the Declaration, the following Amendment to the Declaration was approved with the consent of the owners entitled to at least eighty percent (80%) of the votes of the Association.

NOW, THEREFORE, Article VIII of the Declaration is hereby deleted in its entirety and replaced with the new Article VIII:

**ARTICLE VIII
RESTRICTIONS**

SECTION 1. LAND USE. No lot shall be used except for single-family residential purposes, provided, however, Declarant, or any affiliated entity, may use any Lot owned or leased by the Declarant or any affiliated entity, as a temporary sales office and/or model for the purposes of carrying on business related to the development, improvement and sale of the Properties or the Additional Properties.

SECTION 2. NUISANCE. No noxious or offensive activity shall be conducted upon any Lot or the Common Elements nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. In the event any Owner or any other person conducts obnoxious or offensive activity among any Lot or does anything thereon which may be or may become an annoyance or nuisance to the neighborhood, a written complaint may be filed by an Owner with the Association. If after an investigation the complaint is deemed legitimate by

the Association, the Association will make a written request to the Owner of the Lot upon which the activity is being conducted that the obnoxious or offensive activity be stopped immediately. If the activity continues for two days after the written notice is issued by the Association, any complaining Owner can pursue judicial relief against the offending Owner or offending person. All Owners expressly waive any claims against the Declarant related to any obnoxious or offensive activity conducted upon any Lot or relating to anything done upon any Lot which may be or may become an annoyance or nuisance to the neighborhood, except to the extent the alleged obnoxious or offensive activity is conducted by the Declarant or the Declarant's agent. Notwithstanding the foregoing, Declarant's construction activities on any Lot shall not be deemed an "annoyance", "offensive activity" or "nuisance" pursuant to this Section. No Lot or other area within the Properties shall be used as a dumping ground for rubbish or as a site for accumulation of unsightly materials of any kind, including, without limitation broken or rusty equipment, discarded appliances and furniture. No outdoor clotheslines shall be permitted.

SECTION 3. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on the Common Elements or on any Lot or in any dwelling except dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with (i) all laws and ordinances of the State of North Carolina, the County of Randolph County, the City of Archdale, and the County of Guilford relating thereto; and (ii) such rules and regulations pertaining thereto as the Executive Board may adopt from time to time, which rules may limit, restrict or specify type, size, number and permitted conduct of such household pets.

SECTION 4. OUTSIDE ANTENNAS. Except for "dish" antennas designed to receive direct broadcast satellite service, including direct-to-home satellite service, one meter (39") or less in diameter, antennas designed to receive video program services via MMDS (wireless cable) and antennas designed to receive television broadcast signals, no outside antennas or satellite dishes and no freestanding transmission or receiving towers shall be erected on any Lot within the Properties without prior written permission from the Architectural Review Committee. Except as otherwise reasonably required to receive the intended signal, any antenna or satellite dish erected on any Lot within the Properties shall not be affixed to the dwelling, may be placed within the fenced in privacy area, any area maintained by the homeowner or area in which the homeowner has exclusive usage rights that is directly outside of their dwelling. If placed outside the fenced privacy area, the antenna or satellite dish shall not extend at its longest point 4 feet beyond the rear exterior of the fence. An approved Architectural Request Form must be obtained before installing an antenna or satellite dish. Additionally, an affidavit from the installation company, proving signal disruption must be provided before installation for any deviation of placement outside of these restrictions.

SECTION 5. SUBDIVISION OF LOTS. No Lot shall be subdivided into a lot smaller than or different from the Lot shown on the recorded plat and no street shall be laid out across or through any Lot, except with the written consent of the Declarant.

SECTION 6. SIGNS. Political signs shall only be displayed, no more than, forty-five (45) days before any Primary or General Election and must be removed within seven (7) days of the official election day. These signs must be placed on the homeowner's property, area maintained by the homeowner or area in which the homeowner has exclusive usage rights and may not be displayed in the common areas. Political signs may not exceed 24 inches by 24 inches. All other signs, including "For Sale" signs, must be placed on the homeowner's property, area maintained by the homeowner or area in which the homeowner has exclusive usage rights. No sign deemed by the Association, the Architectural Control Committee or Declarant to be a nuisance or a detriment to the Properties or the Additional Properties shall be permitted to be erected or remain on any Lot. Notwithstanding the foregoing, during the Declarant's Developmental Period, the Declarant and any affiliate, shall have the right to erect and maintain signs within the Common Elements or on any Lot owned or leased by the Declarant or such affiliate for the purpose of advertising and promoting the sale of such lots.

SECTION 7. MOBILE HOME, MANUFACTURED HOMES, ETC. No mobile home, manufactured home, modular home, trailer, or other like structure shall be located or installed on any Lot. As used in this section, mobile home, manufactured home or modular home shall mean a structure, assembled in whole or in part in a location other than on the Lot itself, transportable in one or more sections, any of which during transport, is four (4) feet or more in width and ten

(10) feet or more in length, which may or may not be built on a permanent chassis and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities. Notwithstanding the foregoing, Declarant, builders, or contractors may maintain temporary improvements (such as a sales office and/or construction trailer) on any Lot during the construction and development period.

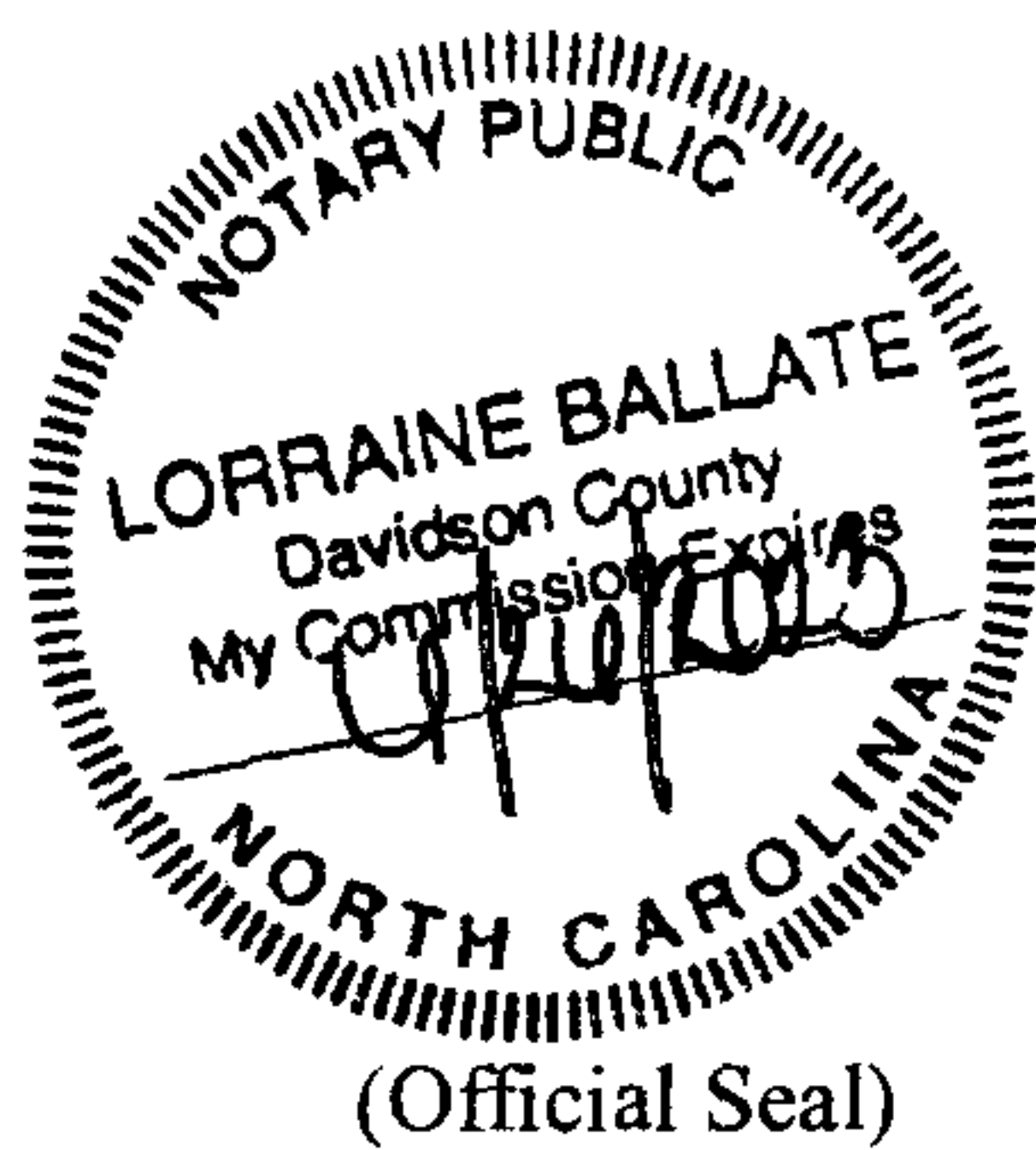
The undersigned President and Secretary of Liberty Square Townhome Homeowners Association, Inc, hereby certify that the foregoing Amendment to the Declaration was approved in writing by the Owners entitled to cast at least eighty percent (80%) of the votes of the Association, all as provided in Article IX, Section 3 of the Declaration.

LIBERTY SQUARE TOWNHOME ASSOCIATION, INC.
By: Angela Reynolds
PRESIDENT

Attest: Cynthia M Carmichael
SECRETARY

NORTH CAROLINA Randolph COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Angela Reynolds + Cynthia M. Carmichael



Date: 2/1/2023 Lorraine Ballate

Print Name: Lorraine Ballate
My Commission Expires: 6/20/2023