

FILED	Dec 07, 2020
AT	03:28:00 PM
BOOK	14728
START PAGE	0291
END PAGE	0294
INSTRUMENT #	43844
EXCISE TAX	\$0.00

RETURN AFTER RECORDING TO: Steven E. Black, Law Firm Carolinas. 1927 S. Tryon Street Suite 100 Charlotte, NC 28203.

STATE OF NORTH CAROLINA

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND
RESTRICTIONS FOR PORTERS
LANDING PROPERTY OWNERS'
ASSOCIATION, INC.**

CABARRUS COUNTY

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF PORTERS LANDING** is made effective the 3rd
of December, 2020 by Porters Landing Owners' Association, Inc. ("Association").

WITNESSETH: That -

WHEREAS, the Declarant has heretofore caused to be recorded in Book 1806, Page 240, of the Cabarrus County Registry, a Declaration of Covenants, Conditions and Restrictions of Porters Landing (hereinafter sometimes referred to as the "Declaration"), said Declaration having been amended by instrument recorded in Book 1844, Page 306, Cabarrus County Registry, and subsequently amended by instrument recorded in Book 1952, Page 181, Cabarrus County Registry, and

WHEREAS, the Declaration provides in Article IX, Section 3 (“Amendment”) thereof that “...This Declaration...may be amended by an instrument signed by the Owners of not less than sixty-six and two-thirds percent (66-2/3%) of the Lots”; and

WHEREAS, the Association desires to further amend the Declaration as more particularly set forth hereinafter.

NOW, THEREFORE, the Association by this Third Amendment to Declaration of Covenants, Conditions, and Restrictions of Porters Landing, do hereby further amend the Declaration as follows:

1. The following bold, italicized language is to be added to Article VII § 1 (“Use Restrictions”) of the Declaration:

Section 1. Land Use All Lots shall be used for residential purposes only, and common recreational purposes auxiliary thereto, and for no other purpose. Only one family may occupy a Lot as a principal residence at any time. Declarant may maintain a sales office, models and a construction office on any Lots have been sold. *In addition:*

- *At least one title owner shall occupy the Lot for a minimum of six (6) months prior to leasing the Lot.*
- *The term for any lease period shall be a minimum of twelve (12) months in length.*
- *The temporary occupant(s) use of the Lot shall not violate the Section 1. Land use standards set forth above,*
- *Any lease agreement shall include language requiring the tenants to abide by all current Porters Landing governing documents, and,*
- *A copy of the lease agreement shall be provided to the Association within thirty (30) days of occupancy by the relevant tenant.*

2. The following bold, italicized language is to be added to Article VII § 12 (“Use Restrictions”) of the Declaration:

Section 12. Maintenance

All Owners shall keep their Lots, whether occupied or unoccupied, free of all tall grass, undergrowth, dead, diseased or decaying trees, weeds, trash, rubbish and debris and shall keep all Lots in a neat and attractive condition. All improvements erected on Lots shall be maintained in a clean, neat, and orderly condition and in a good state of maintenance and repair *to include, but not limited to the following:*

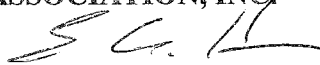
A. Access to fire hydrants: Homeowners shall be responsible to ensure fire hydrants are visible and provide unhindered access by emergency vehicles. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves.

B. Lamp post Lighting: each lot’s lamp posts must be lit at least from dusk until dawn 365 days a year.

Except as amended herein, all other provisions of the Declaration shall remain unchanged and are hereby ratified and reaffirmed.

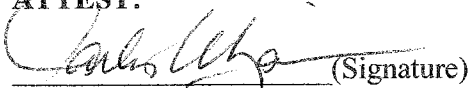
IN WITNESS WHEREOF, the Association has caused this instrument to be signed in their corporate name by their duly authorized officers and their seals to be hereunto affixed by authority of their Board of Directors, effective the day and year first above written.

PORTERS LANDING OWNERS’
ASSOCIATION, INC



President

ATTEST:

 (Signature)

Carlos A Nazario (Print Name)

PL POA (Secretary)

STATE OF NORTH CAROLINA
COUNTY OF Cabarrus

I, Maria Romeo (printed name of Notary), a Notary Public for said County and State, certify that Eric A. Hren (name) personally came before me this date and acknowledged that by authority duly given to them and as act of Porters Landing Owners' Association, Inc., the foregoing instrument was signed in its name by its President.

Witnesseth my hand and official seal, this the 3 day of December, 2020.

(SEAL)

Maria Romeo
Notary Public Signature

My Commission Expires:
April 12, 2022

STATE OF NORTH CAROLINA
COUNTY OF Cabarrus

I, Maria Romeo (printed name of Notary), a Notary Public for said County and State, certify that Carlota Nazario (name) personally came before me this date and acknowledged that by authority duly given and as act of Porters Landing Owners' Association, Inc., the foregoing instrument was signed in its name by its Secretary.

Witnesseth my hand and official seal, this the 3 day of December, 2020.

(SEAL)

Maria Romeo
Notary Public Signature

My Commission Expires:
April 12, 2022