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FOR REGISTRATION REGISTER OF DEEDS
REBECCA T CHRISTIAN
NEW HANOVER COUNTY, NC
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INSTRUMENT # 2003075563

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS AND BY-LAWS
FOR CYPRESS GREEN
ALL SECTIONS

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
EASMENTS AND RESTRICTIONS AND BY-LAWS OF CYPRESS GREEN, ALL
SECTIONS said restrictions being recorded in Book 2252, Page 522, Book 2348, Page
0021, Book 2403, Page 600, Book 2417, Page 198, Book 2485, Page 496, Book 2449,
Page 555, Book 2620, Page 612, Book 2630, Page 1012, Book 2675, Page 417, Book
3275, Page 499, Book 3418, Page 747, Book 3787, Page 200, and Book 4096
 , Page 640 of the New Hanover County Registry

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for
CYPRESS GREEN, are recorded in are herinabove set forth, and

WHEREAS, the By-Laws for Cypress Green are attached to the restrictions
recorded in Book 2252, Page 522, and

WHEREAS, Article VII, of said Declaration of Covenants, Conditions, Easements
and Restrictions provides, among other things, that the Declarant may amend, at its
discretion, the restrictions at any time without the consent of any lot owners until
December 31, 2004,

NOW, THEREFORE, pursuant to and in compliance with Article VII,4(c) of the
Declaration of Covenants, Conditions, and Restrictions of CYPRESS GREEN as
recorded in Book 2252, Page 522, Book 2348, Page 0021, Book 2403, Page 600, Book
2417, Page 198, Book 2485, Page 496, Book 2449, Page 555, Book 2620, Page 612,
Book 2630, Page 1012, Book 2675, Page 417, Book 3275, Page 499, Book 3418, Page
747 and Book 3787, Page 200 and Book 4096, Page 640 of the New
Hanover County Registry are amended, as follows

ARTICLE III, HOMEOWNERS ASSOCIATION, MEMBERSHIP AND VOTING

RETURNED TO *Wend Barnes*

RIGHTS, Section 2, is to be amended to read, as follows

Section 2 Management of the affairs of the Association shall be the right and responsibility of its Board of Directors in accordance with the Declaration and By-Laws, PROVIDED, HOWEVER, that all of the powers and duties of the Board of Directors may be exercised by the Declarant until such time as 90% of the undeveloped property in adjoining sections owned by Declarant have been sold and conveyed by the Declarant to purchasers or until June 30, 2009, whichever occurs first Management and control may be transferred to the lot owners at any time, by the Declarant, at Declarant's discretion, but in all events, no later than 120 days after the happening of the earlier of the above events "

ARTICLE V, USE RESTRICTIONS, SECTION 2, PARAGRAPH C, the last sentence of the paragraph shall be amended to read, as follows

"All detached single family residences must have a minimum double wide concrete driveway "

ARTICLE V, USE RESTRICTIONS, SECTION 5, shall be amended to read

Section 5. No fence, wall, or hedge in excess of six (6) feet in height shall be erected or permitted on any lot No fence, wall or hedge, or any portion of a fence erected shall be closer to the front line of any lot than the front corner of any dwelling erected upon said lot All fences shall be wood and shall be stained in a color to match the house No brick, stucco, chain link or wire fence shall be allowed unless approved by the Architectural Review Committee "

ARTICLE VIII, AMENDMENTS, the first line of the section shall be amended to read, as follows "At any time prior to December 31, 2009

AS TO THE BY-LAWS

ARTICLE III, BOARD OF DIRECTORS, Section 1, shall be changed as follows

Section 1 MANAGEMENT AND CONTROL Management of the affairs of the Association shall be the right and responsibility of its Board of Directors in accordance with the Declaration and By-Laws, PROVIDED, HOWEVER, that all of the powers and duties of the Board of Directors may be exercised by the Declarant until such time as 90% of the undeveloped property in adjoining sections owned by Declarant have been sold and conveyed by the Declarant to purchasers or until June 30, 2009, whichever occurs first Management and control may be transferred to the lot owners at any time, by the Declarant, at Declarant's discretion, but in all events, no later than 120 days after the happening of the earlier of the above events "

ARTICLE VI, OPERATION OF PROPERTY, Section 8, Paragraph A shall be changed to read, as follows

A INDIVIDUAL LOTS All maintenance of and repairs to each individual lot, structural or non-structural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein not necessitated by the negligence, misuse, or neglect of the owner of such lot) shall be made by the owner of such lot with the exception of with respect to residential lots, the association shall maintain the front yard of all of said lots, with respect to townhouses and condominiums, the association shall pay a portion of the townhome lawn maintenance for the portion that would

be considered the front yard for mowing and edging only Each lot owner shall be responsible for all damages to any other lot and to the common elements resulting from his failure to effect such maintenance and repairs

ARTICLE VI, OPERATION OF PROPERTY, Section 14, Paragraph C, is amended to include the retention pond

ARTICLE XI, AMENDMENT TO BY-LAWS, Section 1, is changed to read, as follows "Any time prior to December 31, 2009, these By-Laws may be amended by the developer/declarant "

Except as amended hereby, the Declaration of Covenants, Conditions, Easements and Restrictions of CYPRESS GREEN as hereinabove referenced shall remain in full force and effect

IN TESTIMONY WHEREOF, CYPRESS GREEN DEVELOPMENT, INC , Developer/Declarant and has caused this instrument to be executed on this 20th day of Nov., 2003

CYPRESS GREEN, INC

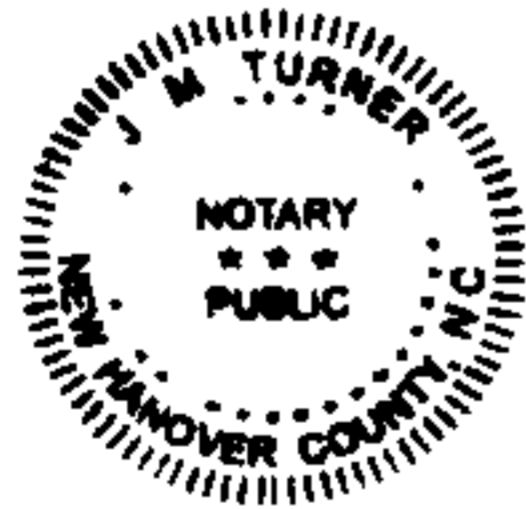
By [Signature]
President

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, J. M. Turner, a Notary Public in and for the County and State aforesaid do hereby certify that STEVE MILLER personally appeared before me this day and acknowledged that ~~she~~ he is President of CYPRESS GREEN, INC , a North Carolina corporation, and acknowledged on behalf of the due execution of the foregoing instrument

WITNESS my hand and notarial stamp or seal this the . day of 20th Nov., 2003



[Signature]
NOTARY PUBLIC

My Commission Expires. 9/24/05



REBECCA T CHRISTIAN
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration. 11/24/2003 04 26 10 PM
Book. RE 4106 Page 765-768
Document No 2003075563
AMD COV 4 PGS \$20.00

Recorder KIMBERLY K CARDER

State of North Carolina, County of New Hanover

The foregoing certificate of J M TURNER Notary is certified to be correct This 24TH of November 2003

REBECCA T. CHRISTIAN , REGISTER OF DEEDS

By Kimberly K. Carder
Deputy Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

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