

After recording, return to: Hope Derby Carmichael, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO DECLARATION
FOR KIRKWOOD PARK

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KIRKWOOD PARK ("Amendment") is made and entered into this 14th day of March 2025 by the **KIRKWOOD PARK OWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation (hereinafter referred to as the ("Association")).

RECITALS:

WHEREAS, FGW, LLC, a North Carolina Limited Liability Corporation, recorded a Declaration of Covenants, Conditions and Restrictions for Kirkwood Park in Deed Book 11870, Page 223, Wake County, North Carolina Register of Deeds ("Original Declaration");

WHEREAS, the Original Declaration were heretofore recorded with the Orange County Register of Deeds;

WHEREAS, the Kirkwood Park Owners Association, Inc. ("the Association") was incorporated on or about May 26, 2005, with the North Carolina Secretary of State;

WHEREAS, Article XII Section 3 to Declaration allows the Declaration to be amended by the written consent of Voting Members representing at least seventy-five percent (75%) of the total Lot Owners' votes in the Association;

NOW THEREFORE, pursuant to the rights and powers reserved in Article XII, Section 3 of the Declaration, the Voting Members hereby amend the Declaration as follows:

Article VI
Covenant for Maintenance Assessments

1. Section 15 shall be deleted and amended as follows:

Section 15. Twelve Months of Assessments to be Collected at Closing: At the closing of each sale of a Lot with a Residential Unit completed thereon a sum equivalent to twelve months of assessments shall be collected from the purchaser and each sum shall be contributed to the general operating fund of the Association to be used in the manner specified for annual assessments. This initial contribution shall not be considered an advance against assessments to become due, but rather an individual assessment at the time of purchase.

Article IX
Use Restrictions

2. Section 4 shall be amended as follows:

Section 4. Lease Restrictions. All of the Properties shall be owner occupied and no rentals shall be permitted in any form including, but not limited to, Transient Rentals. No Lot in Use may be leased for hotel or transient purposes. It is the intent of this Declaration that no leases or rentals of any kind be allowed within Kirkwood Park. No interest in any Lot in Use may be subjected to a time share program as that term is defined in N.C.G.S. § 93A-41(10).

IN TESTIMONY WHEREOF, the Association has caused this instrument to be executed in their individual and corporate names as of the day and year first above written.

[Signature Page Follows]

CERTIFICATION OF VALIDITY
OF AMENDMENT TO DECLARATION FOR KIRKWOOD PARK

By authority of its Board of Directors, the undersigned officers of the Kirkwood Park Owners Association, Inc., hereby certify that the foregoing instrument has been duly adopted and approved by a vote of not less than 75% of Owners in the Association and is, therefore, a valid amendment to the existing Declaration for Kirkwood Park.

KIRKWOOD PARK OWNERS ASSOCIATION, INC.

By: Ben Bowman

President

ATTEST:

By: Danna Markoff

Secretary

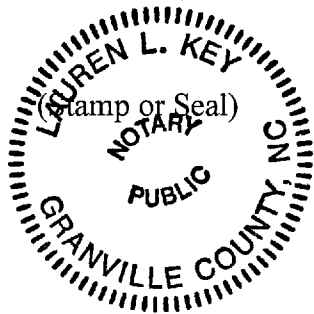
STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Lauren L. Key, a Notary Public of the County and State aforesaid, certify that Danna Markoff personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of in Kirkwood Park Owners 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 President and attested by as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 14th day of March, 2025.



Lauren L. Key

Notary Public

Printed Name: Lauren L. Key

My commission expires: July 1st 2027