

WAKE COUNTY, NC 65
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/03/2022 12:17:42

Prepared by and mail to:
Robert Kimball
101 Schaffer Close, Cary NC 27518

BOOK:019190 PAGE:01987 - 01993

References: Book 3772
Page 0922
Book of Maps 1986
Page 1221

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HAMPTON
PARK TOWNHOMES

COUNTY OF WAKE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for the Hampton Park Townhomes is made this 3rd day of November, 2022, by Owners of not less than seventy five percent (75%) of the Lots within the Hampton Park Townhomes.

WITNESSETH:

WHEREAS, Burchwood Development Co., a North Carolina general partnership ("Declarant") caused to be recorded a Declaration of Covenants, Conditions and Restrictions For Hampton Park Townhomes in Book 3772, Page 922 of the Wake County Registry on July 14, 1986 ("Declaration"); and

WHEREAS, Declarant also caused to be incorporated a non-profit corporation known as Hampton Park Townhome Association ("Association") with the North Carolina Secretary of State on July 14, 1986; and

WHEREAS, Article XIII, Section 3 of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots; and

WHEREAS, the Owners of not less than seventy-five percent (75%) of the Lots desire to amend the Declaration as set forth below, and have provided their written consent as evidenced by the attached certification;

NOW THEREFORE, the undersigned does hereby declare that the Declaration of Covenants, Conditions and Restrictions for Hampton Park Townhomes is amended as follows:

1. Article VII of the Declaration is deleted in its entirety and inserted in lieu thereof is the following:

Article VII

Maintenance

(a) Limited Common Area. The Limited Common Area consists of all real property owned by the Association, along with the facilities and improvements erected thereon, for the common use and enjoyment of all members of the Association. The Association shall maintain all Limited Common Area and improvements and facilities thereon. The Association's maintenance responsibility shall also include, but is not limited to, maintenance, repair, and replacement of: private streets, parking areas, entry signage and any associated landscaping, irrigation, brick walkways and the railings alongside them, community mailbox units, community street lights and electricity to said lights to the extent not maintained by a public utility or local government, and fences in the Limited Common Areas or on Lots if installed by the Declarant or the Association.

(b) Exterior Maintenance. In addition to maintenance of the Limited Common Area and the improvements and facilities located thereon, the Association shall be responsible for the exterior maintenance upon each Townhome unit which is subject to assessment hereunder, as follows, paint, repair, replace and care for: roofs (deck, underlayment, shingles and

flashing); siding and trim materials; carport railings; deck railings (siding and trim with the exception of the top rail); deck infrastructure (footings, support posts, beams, bridging, joists, ledger and hardware); window sills and exterior trim; and gutters and downspouts located on the front of the Townhome units as installed by the Declarant or the Association.

Such exterior maintenance responsibilities of the Association shall not include: windows (glass, sash, rail, and grill); doors and door frames; gutters and downspouts on the rear of the Townhome units; exterior lighting or fixtures attached to or connected to the Townhome units; front porches; front porch steps; chimneys (including the mortar and masonry, crown, flues and flue caps); chimney chase covers; carport parking pads; decks (decking on deck and stairs to the decks); and foundations or other structural components of the Townhome.

(c) Maintenance of Yard Improvements. In addition to the maintenance obligations set forth above, the Association shall be responsible for maintaining the landscaping (including grass, plants, shrubs, and trees within the limited common area and within individual lots) (hereinafter the "Yard Improvements"). The Association shall maintain Yard Improvements installed by an Owner with the prior written consent of the Association (but only to the extent that such consent specifically provides that the Association shall provide the maintenance). However, the Association's maintenance responsibility shall not include: maintenance, repair or replacement of Yard Improvements located underneath the Townhome unit decks or maintenance to Yard Improvements necessitated by work done by or at the request of any Owner or any utility company or governmental entity; or replacing any plant, shrub or tree or other planting for any reason. Additionally, no Owner shall plant any vegetation in the front, side, or rear yard of the Lot or along the sides or front façade of the Townhome unit except with the prior written approval of the Association. The Association shall provide the foregoing

Yard Improvement maintenance services on a schedule approved by the Board, in the Board's sole discretion.

(d) Owner Responsibilities. Except for the maintenance responsibilities allocated to the Association as set forth above, the Owner of each Lot shall have the duty and responsibility, at such Owner's sole cost and expense, to keep the Owner's Townhouse unit and Lot, including all other structures thereon, in a well-maintained, safe, clean, and attractive condition at all times and shall be solely responsible for all maintenance, repair and replacement of his or her Townhome Unit and Townhome Lot. In addition to the foregoing, the Owner of each Lot shall have the duty and responsibility for controlling all pests on their Lot, including pest control to the exterior and interior of his or her Townhome unit. The Association shall not be liable to any Owner for any damages caused by any pests, including termites or wood-destroying insects. The repair of any damages caused by pests to the exterior or to the interior of the Townhome Unit or upon any Lot shall be the responsibility of Lot Owner.

(e) Additional Maintenance Provisions. In the event that the Association determines that any maintenance, repair, or replacement which is the responsibility of the Association is necessary due to damages caused through the willful or negligent act of an Owner, or the occupant of the Lot, or the family, guest, invitee, lessee or contractor of an Owner or occupant, then the Association may perform such maintenance and all costs thereof may be assessed to the Owner as an individual assessment which shall be a lien against the Lot. Additionally, in the event that any maintenance, repair or replacement which is the responsibility of the Association is necessary due to damages caused by an act of God, or other unforeseeable or uncontrollable natural disaster or event, including but, not limited to vandalism, wind, windstorm, fire, smoke, earthquake, flood, hurricane, lightening, hail, rain, power failure, war, terrorism, explosion, riot, aircraft, vehicles, and intentional or criminal acts as the foregoing are defined and explained in North Carolina

standard fire and extended coverage insurance policies, then the Association may perform such maintenance and all costs thereof may be assessed to the Owner as an individual assessment which shall be a lien against the Lot.

It is the specific intent of this subsection that the Association's maintenance responsibilities should extend only to the maintenance, repair, and replacement necessary to prevent and repair damage caused by normal wear and tear and aging, and not to reconstruct or repair damage caused by casualty losses, negligent or intentional acts, acts of God, or similar events. The Association does not maintain casualty or property insurance on individual Townhome units or their contents, and responsibility for obtaining such insurance is the sole responsibility of each individual Owner. An Owner's failure to obtain and keep in place an "all-risk" casualty insurance policy on the Townhome unit will not relieve the Owner from his or her obligation to repair any damages to the Townhome unit, the cost of which would normally be covered by an "all-risk" casualty insurance policy.

2. Except as amended hereinabove, the remaining portions of the Declaration shall remain unchanged and in full force and effect.

3. The foregoing amendment shall become effective as of the date it is recorded in the Office of the Register of Deeds, Wake County, North Carolina.

WHEREFORE, the President and Secretary of the Association have hereunto affixed the corporate certification for the purpose of enacting the foregoing amendment.

[Certification Page to Follow]

CERTIFICATION OF VALIDITY OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HAMPTON PARK TOWNHOMES

By authority of the Board of Directors of the Hampton Park Townhome Association, the undersigned hereby certifies that the foregoing instrument has been duly approved by the written instrument of not less than seventy five percent (75%) of the Owners of Lots in Hampton Park Townhomes and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Hampton Park Townhomes.

HAMPTON PARK TOWNHOME ASSOCIATION

By: Robert L. Kimbark Jr
President

ATTEST:

Sherree McCurley
Secretary

STATE OF NORTH CAROLINA

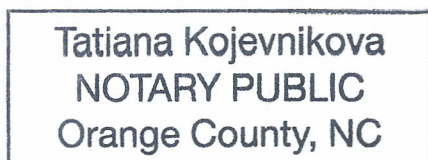
ACKNOWLEDGEMENT

COUNTY OF WAKE

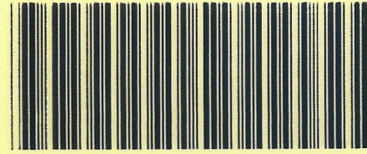
Orange

I, Tatiana Kojevnikova, a Notary Public of the County and State aforesaid, certify that Sherree Ann McCurley, personally came before me this day and acknowledged that s/he is Secretary of Hampton Park Townhome Association 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 Sherree Ann McCurley as its Secretary.

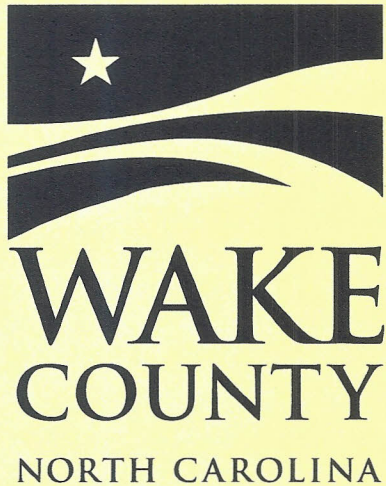
Witness my hand and official stamp or seal, this 3rd day of November, 2022.



Tatiana Kojevnikova
Notary Public
Tatiana Kojevnikova
Printed Name
My Commission Expires: 01/26/2025



BOOK:019190 PAGE:01987 - 01993



Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

**Tammy L. Brunner
Register of Deeds**

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

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7 # of Pages *SA*