

Prepared by and return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
GLENWOOD CROSSING

THIS AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements for Glenwood Crossing made this 19 day of April 2016 by the Glenwood Crossing Homeowners Association, Inc. (hereinafter, "the Association"),

WHEREAS, the original developer caused to be recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Glenwood Crossing on 30 November 2006 with the Wake County Register of Deeds at book 12288, page 2527 (hereinafter, "Declaration");

WHEREAS, the Association was incorporated on or about 25 September 2006;

WHEREAS, with the exception of landscaping, the Owners are obligated to maintain all of their Lots, including all structures, parking areas, landscaping and other improvements thereon under Article V, Section 2 of the Declaration;

WHEREAS, under the current Article V, Section 1 of the Declaration, the Association is obligated to maintain the Area of Common Responsibility which includes the Common Area and

other areas, if any, for which the Association has responsibility to maintain under the Declaration. Presently, Article V, Section 1 of the Declaration requires the Association to maintain the Common Area and all landscaping originally installed by the Declarant or by the Association on the Lots, however, the Association is not necessarily required to maintain all structures, parking areas, landscaping and other improvements on individual Lots (which the Owners are obligated to maintain under Article V, Section 2 of the Declaration);

WHEREAS, the Owners have voted to include within the Association's mandatory maintenance responsibilities the roofs of the townhomes on the individual Lots except for damage to the roofs caused by the negligence of an Owner;

WHEREAS, it is the intent that this amendment to the Declaration shall be applicable to all Owners, and this amendment shall remain in effect until otherwise rescinded, modified, or amended by the Owners and the Association pursuant to the Declaration;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Covenants, Conditions, Restrictions and Easements for Glenwood Crossing shall be amended as follows:

1. To amend Article V, Sections 1 and 2 of the Declaration by deleting that Article in its entirety and inserting in lieu thereof the following (**new language in bold**):

"Section 1. Association's Responsibility. The Association shall maintain in good repair all Areas of Common Responsibility, as follows:

(a) The Association shall maintain, repair, and replace all landscaping and improvements situated on the Common Area. The Association shall also maintain, repair and replace all entry features (including the expenses for water and electricity, if any, provided to all such entry features); operate and maintain street lights (if not maintained and operated by a governmental entity) for the Community, all retaining walls installed by Declarant or the Association within the Community and all storm water facilities and easements serving the Community.

(b) The Association shall maintain all landscaping originally installed by Declarant or by the Association. The Association's responsibilities with respect to maintenance of such landscaping shall be limited to cutting of grass, trimming and replacement of trees, shrubs, hedges, bushes, flowers, and other plantings, from time to time as necessary or appropriate as determined in the Board's sole discretion. Owners of Lots shall not alter such landscaping or landscaping equipment and shall not interfere with the Association's landscaping activities. Should any landscaping be installed by Owners, the Association shall have no responsibility to maintain such landscaping or have any liability for damage to such landscaping which may occur in the course of performing the Association's duties under this Article V, Section 1. In addition, the Association shall not be required to perform any such services with respect to any portion of a Lot that is part of a fenced or otherwise enclosed privacy area.

(c) Except as set forth in subsection (f) below, in addition to maintenance upon the Common Area, the Association shall be responsible for the repair, replacement and care for roofs on the townhomes situated on a Lots. The determination of the need, quality, extent and cost of such maintenance and repairs shall be made by the Board of the Association, which determination shall be reasonable and made upon consistent and non-arbitrary principles adopted by the Board.

(d) The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, within or serving the Community, where the Board has determined that such maintenance would benefit the Owners.

(e) The Association shall not be liable to any Owner, or any Owner's Occupant, guest, or family member for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of an alleged failure of the Association to take some action or perform some function required to be taken or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The Association shall repair incidental damage to any Lot resulting from performance of work which is the responsibility of the Association.

(f) In the event that the Association determines that the need for maintenance, repair, or replacement of property that is to be maintained, repaired or replaced by the Association in accordance with the terms of this Declaration is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance maintained by or on behalf of the Association, in whole or in part, then the Association may perform such maintenance, repair, or replacement at such Owner's sole cost and expense, and assess all costs thereof as an individual assessment against such Owner and such Owner's Lot; provided, however, during Declarant's Development Period, any such action by the Association shall require the Declarant's prior written consent. Such Owner may request a hearing by the Board of Directors or an adjudicatory panel appointed by the Board, to determine responsibility for the damages if the monetary amounts involved are less than or equal to the jurisdictional amount established for small claims under North Carolina law. The hearing shall afford notice of the charge to the Owner, an opportunity for the Owner to be heard and to present evidence, and a notice of decision by the Board. The Board of Directors or its appointees may not assess liability in an amount in excess of the jurisdictional amount established for small claims under North Carolina law.

(g) The maintenance shall be performed consistent with the Community Standard.

Section 2. Owner's Responsibility. Except as provided in Article V, Section 1 above, all **other** maintenance of the Lot shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community Standard and this

Declaration. In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible, the Association may perform such maintenance, repair, or replacement for the Owner at the expense of the Owner. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be an assessment levied against the Owner and a lien on such Owner's Lot in accordance with the provisions of Articles IV and XVI hereof.

2. Nothing herein shall be deemed or construed to conflict with the provisions of Article XVI of the Declaration. This amendment shall be effective upon recordation in the Office of the Wake County Registry.

3. Except as amended hereinabove, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

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

CERTIFICATION OF VALIDITY OF AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENWOOD
CROSSING

By authority of its Board of Directors, the Glenwood Crossing Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly adopted and approved upon the affirmative vote or written consent, or any combination thereof, of the Owners of Lots to which at least seventy-five percent (75%) of the votes of the Association are allocated in Glenwood Crossing and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions, Restrictions and Easements for Glenwood Crossing.

GLENWOOD CROSSING HOMEOWNERS
ASSOCIATION, INC.

By Blake Raufschneider
President

ATTEST:

[Signature]
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Nancy S. Tidwell, a Notary Public of the County and State aforesaid, certify that Barry Harding, personally came before me this day and acknowledged that he is Secretary/Assistant Secretary of Glenwood Crossing Homeowners 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 Barry Harding as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 19th day of April, 2016

Notary Public

My commission expires:

