

Return to:
Harry Ford
POB 12021
Raleigh, NC 27602
STATE OF NORTH CAROLINA
COUNTY OF WAKE

BK4794PG0286

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS AND DECLARATION
OF COVENANTS FOR CIMMARON, BOOK
OF MAPS 1986, PAGE 34

This Amendment to the Declaration of Covenants, Conditions and Restrictions and Declaration of Covenants for Cimmaron, Book of Maps 1986, Page 34, made on this the 10 day of September 1990.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Cimmaron was filed in the office of the Wake County Register of Deeds in Book 3638, Page 522; and

WHEREAS, not less than 90% of the lot owners subject to the Declaration of Covenants, Conditions and Restrictions and the Declaration of Covenants for Cimmaron have consented and agreed to this amendment.

NOW, THEREFORE, in consideration of the premises, the parties do hereby declare and set forth as follows:

1. The Declaration of Covenants, Condition and Restrictions for Cimmaron is hereby amended by deleting Article X in its entirety and adding and inserting a new Article X in lieu thereof, to read as follows:

"ARTICLE X

INSURANCE AND RECONSTRUCTION

Section 1. Insurance. If the Board of the Directors of the Association deem it in the best interest of the Association and its Members to provide hazard insurance on the Clusterhomes and Townhomes under a Master Policy of insurance, such insurance which shall be carried upon the Townhomes shall be governed by the following provisions:

(a) All improvements comprising the Clusterhomes and Townhomes shall be insured by the Association in an amount equal to the full insurable replacement value thereof, exclusive of excavation and foundations. Such coverage shall afford protection against the following:

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

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(1) Loss or damage by fire and other hazards covered by standard extended coverage endorsement; and

(2) such other risks as from time to time customarily shall be covered with respect to buildings similar to the Buildings in construction, location and use, including, but limited to, vandalism, malicious mischief, windstorm and water damage, subject to such deductible amounts not in excess of \$1,000.00 as the Board shall determine. The policy or policies provided such coverage (hereinafter called "Casualty Insurance") shall provide that the coverage thereof shall not be terminated for non-payment of premiums without at least ten (10) days' written notice to each Lot or Lot mortgagee. All Casualty Insurance policies shall be purchased by the Association for the benefit of the Grantor, the Association, the Lot Owners and their respective mortgagees, as their interests may appear, and shall provide (a) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the Lot or Lots, if any, and (b) that the insurer waives its rights of subrogation against Lot Owners, Occupants and the Association. All Casualty Insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association, as trustee.

(b) The Association shall insure itself, the members of the Board, the Lot Owners and the Occupants against Liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas including without limitation water damage, legal liability, hired automobile, non-owner automobile and off premises employee coverage, such insurance to be in such amounts as is determined necessary and adequate from time to time by the Board. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Lot Owners as a group or to a Lot Owner. In the event the insurance effected by the Association on behalf of the Lot Owners and Occupants against liability for personal injury or property damage arising from or relating to the Common Areas shall, for any reason, not fully cover any such liability, the amount of any deficit shall be

assessed at a uniform rate against all Low Owners without requirement of an affirmative vote of the members.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association at least thirty (30) days prior to the expiration date of such policies and shall be a part of the Annual Assessment.

(d) Each Lot Owner may, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his Lot and shall obtain Casualty Insurance affording coverage upon his Lot and property inasmuch as the same will not be insured by the Association, but such Casualty Insurance shall provide that it shall be without contribution as against the Casualty Insurance purchased by the Association or shall be written by the carrier of such Casualty Insurance and shall contain the same waiver of subrogation as that, referred to in subparagraph (a) above.

Section 2. Responsibility for Reconstruction or Repair. If any portion of the Common Areas or Lots shall be damaged by perils covered by the Casualty Insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available to the Insurance Trustee, as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the original plans of the Lot damaged or destroyed.

Section 3. Procedure for Reconstruction or Repair. (a) Immediately after a casualty causing damage to any portion of the Common Areas or lots, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.

(b) If the proceeds of the Casualty Insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) one or more special assessments shall be made (without requirement of an affirmative vote of the Members) against

all Lot Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the Insurance Trustee.

(c) The proceeds of the Casualty Insurance referred to in Subsection (i), Section 1 of this Article X and the sums deposited with the Insurance Trustee from collections of special assessments against Lot Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair from which the fund is established, such balance shall be disbursed to the Association.

(d) Each Lot Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Subsection (a), Section 1 of this Article X.

➤ (e) To the extent that a Lot Owner obtains his own Casualty Insurance or is required to procure his own Casualty Insurance pursuant to Subsection (d), Section 1 of this Article X, and such Lot Owner suffers loss or damage or destruction, then such Lot Owner covenants and agrees to proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In cases where such repair or reconstruction has not been commenced within sixty (60) days, or if commenced, is not completed within a reasonable time thereafter, the Association may, upon thirty (30) days written notice to such Owner, make or complete such repairs or reconstruction, and the costs thereof shall be an additional assessment applicable only to such Lot and Owner, and shall be payable as determined by the Board of Directors.

Section 4. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed; provided

however, the Board of Directors shall have satisfied this provision, and shall not be liable to the members for failure to maintain sufficient coverage, if the amount of coverage maintained equals or exceeds the cost of replacement of all improvements as reflected on an annual appraisal made by an M.A.I. appraiser or by the insurance carrier, as selected by the Board."

Section 5. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments plus reserves accumulated."

2. Except as herein provided, the remaining portions of the Declaration of Covenants, Conditions and Restrictions for Cimmaron are reacknowledged and shall remain in full force and effect.

3. This amendment has been submitted to the Town Attorney for the Town of Wake Forest and approved in accordance with Article XIII, Section III of the Declaration of Covenants, Conditions and Restrictions for Cimmaron.

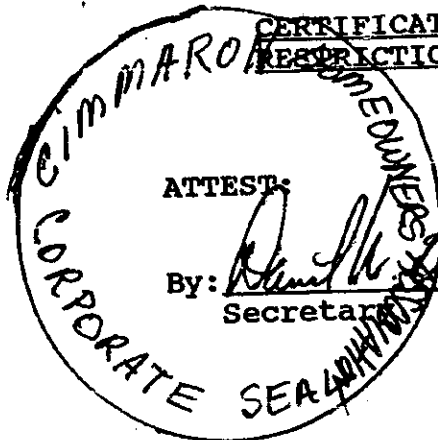
4. This amendment shall not become effective until recorded in the office of the Register of Deeds of Wake County.

IN WITNESS WHEREOF, the lot owners have caused this instrument to be executed:

Return To: Henry W. Jones, Jr.
P. O. Box 2021
Raleigh, NC 27602

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CERTIFICATION OF VALIDITY OF AMENDMENT TO CONDITIONS AND
RESTRICTIONS OF CIMMARON HOMEOWNERS ASSOCIATION



ATTEST:

By: Daniel W. Otto

Secretary

Cimmaron Homeowners Association

By: [Signature]

President

NORTH CAROLINA, COUNTY OF Wake

I, Pamela R. Williams, a Notary Public of the County and
State aforesaid, certify that Daniel W. Otto

, personally came before me this day and acknowledged that _____

he/she is _____ Secretary of _____

Cimmaron Homeowners a North Carolina 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, sealed with its corporate seal and

attested by Daniel W. Otto as its _____

_____ Secretary.

Witness my hand and official stamp or seal, this 10th day of _____

August, 1990.

Pamela R. Williams
Notary Public

My commission expires:

My Commission Expires 3-15-94

CERTIFICATE BY TOWN ATTORNEY FOR THE TOWN OF WAKE FOREST

The undersigned, hereby certifies that he is town attorney for the Town of Wake Forest, and hereby certifies that the foregoing amendment was submitted to him pursuant to Article XIII, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Cimmaron on 20 September 1990 and that 20 days have expired during which time he has had the opportunity but has made no comment on or objection to the amendment.

This 11 day of October 1990.

Ellis Nassif
Town Attorney, Town Of Wake Forest

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Shirley C. Womble, a Notary Public certify that Ellis Nassif personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

NOTARY PUBLIC
Witness my hand and notarial seal this 11th day of October, 1990.

Shirley C. Womble
Notary Public

My Commission Expires: 10/6/95

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Pamela A. Williams

Shirley C. Womble

Notar(y)(ies) Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Kenneth C. Smith
Asst. Deputy Register of Deeds

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