

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 PROTECTIVE COVENANTS FOR
BARTON PARK

THIS AMENDMENT to the Declaration of Protective Covenants for Barton Park is made this 15 day of February 2021 by the Lot Owners and members of Barton Park Neighborhood Association, Inc. (hereinafter, "the Association") and the Association,

WHEREAS, the original developer caused to be recorded that certain Declaration of Protective Covenants for Barton Park with the Wake County Register of Deeds at book 8694, page 1477 (hereinafter, "Declaration");

WHEREAS, the members desire to amend the Declaration to provide that the entire deductible (regardless of the amount) for the Association's casualty insurance policy on the Townhomes be the responsibility of the affected Townhome Unit Owners and not a Common Expense;

WHEREAS, the members desire to amend the Declaration to require the Owners to park vehicles in the garage or driveway of a Lot;

WHEREAS, XII, Section 4 of the Declaration allows the Declaration to be amended with the affirmative vote or written consent of sixty-seven percent (67%) of the Owners;

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to the Declaration shall be applicable to all Owners, and this amendment shall remain in effect until otherwise rescinded, modified, or

Submitted electronically by "Jordan Price Wall Gray Jones & Carlton"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

amended by the Owners and the Association pursuant to the Declaration;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Covenants, Conditions and Restrictions for Barton Park Neighborhood Association shall be amended as follows:

1. To delete Article VII, Section 3 in its entirety and replace it with the following:

“Section 3. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Property, the cost of the deductible may be apportioned and assessed equitably by the Board among the parties suffering loss in accordance with the total costs of repair, unless the insurance policy provides that the deductible will apply to each Unit separately. If any Owner fails to pay the deductible when required hereunder, the Association can pay the deductible and assess the cost to any such Owner pursuant to Article IV, Section 8 of this Declaration.”

2. To delete Article VI, Section 4 in its entirety and replace it with the following:

“Section 4. Vehicles/Parking. The term “vehicles,” as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, automobiles and limousines. Vehicles shall not be parked on any street within the Community. Vehicles shall not be parked on the Common Property (except passenger non-commercial automobiles parked in designated parking areas while the users thereof are using the Common Property) or on any other portion of the Community other than the driveway and the garage. All parking shall be subject to such further rules and regulations as the Board may adopt.

Disabled vehicles, stored vehicles, boats, trailers, campers, buses, vans, trucks (except pick-up trucks and sport utility vehicles), recreational vehicles (for example, without limitation, RV's and motor homes), vehicles used primarily for commercial purposes and vehicles with commercial writing on their exteriors are prohibited from being parked in the Community, except in garages. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writing on their exteriors shall be allowed temporarily in the Community during normal business hours for the purpose of serving any Unit or the Common Property; provided, however, without the prior written consent of the Board, no such vehicle shall be authorized to remain in the Community overnight or for any purpose except serving a Unit or the Common Property. For purposes of this paragraph, a vehicle shall be considered “disabled” if it does not have a current license tag or is inoperable. A vehicle shall be considered “stored” if it remains on the Community for three (3) consecutive days or longer without the prior written permission of the Board.

If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle

specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Occupant's Unit, is obstructing the flow of traffic, is parked in any unpaved area, or otherwise creates a hazardous condition, no notice shall be required, and the vehicle may be towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage or otherwise as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to tow."

3. This amendment shall be effective upon recordation in the Office of the Wake County Registry.

4. 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
PROTECTIVE COVENANTS FOR BARTON PARK

By authority of its Board of Directors, the undersigned hereby certifies that the foregoing instrument has been duly adopted and approved by no less than sixty seven percent (67%) of Owners in Barton Park and is, therefore, a valid amendment to the existing Declaration of Protective Covenants for Barton Park.

BARTON PARK NEIGHBORHOOD
ASSOCIATION, INC.

By Thance F. Beggs
President

ATTEST:

Sharon Beasley
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Nicole L. Tyburski, a Notary Public of the County and State aforesaid, certify that Sharon Beasley, personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of Barton Park Neighborhood 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 Sharon Beasley as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 17th day of February, 2021.

My commission expires: 7/25/2021

Notary Public

Nicole L. Tyburski

