

Residents of Gloucester Townhomes:

This letter is to inform you that we obtained 75.6% (34 votes) of the homeowner's vote required by State Law to permanently amend our restrictive covenants. I want to thank each of you no matter how you voted because it was important that everyone's voice was heard.

The amendment was recorded on July 29, 2022 by the Wake County Register of Deeds in Deed Book 019104 / Pages 00087-00089. You will find that recorded document attached to this message. The covenant amendment went into effect immediately which means the 18-month period for deck inspection and the offer of no more than \$7,500 towards necessary repairs also began on that date. Towne Properties will be sending inspection crew to review each deck and a work order with an itemized statement will be provided prior to commencement of repairs. The absolute deadline for this inspection and repair project is **January 29, 2024**. No exceptions will be made as this is a recorded and legally binding deed amendment to all 45 properties within this development.

The offer for deck repairs assumes that either full deck replacement isn't required – only repairs – or that the cost of full deck replacement doesn't exceed \$7,500.

If your deck needs no repairs, we will be subtracting your address from the list. You are officially responsible moving forward for all deck maintenance responsibilities. You will receive written notification from Towne Properties that you are responsible for all future maintenance of your deck.

If repairs are necessary and can be performed within the \$7,500 budget, work will begin as soon as the contractor is able to start your project. Upon completion of the repairs – a one-time offer – you are financially responsible for all deck repairs and maintenance moving forward.

If your estimated cost of repairs exceeds \$7,500, the dollar amount exceeding this maximum will become an immediate homeowner's expense. Our contractor may be able to divide the project in such a way that a partial repair is possible but any work that exceeds our budget per household cannot be treated as a new or continuing repair request. As in the case of decks that either need no repair or decks that have been repaired, your deck repair costs beyond this one-time \$7,500 offer are your cost from here moving forward.

I am eager to get this work started and move on to other projects (including stabilizing our financial status and getting back onto the road to being fully funded). Working with the HOA Board and our Property Management company, I believe we as a community can get this work done. This community is a great place to live. I appreciate all the support I have obtained.

Randall K (Randy) Cahoon-Tingle, President
Gloucester Townhome Homeowners Association

Prepared by and return to:
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8510 Six Forks Road, Suite 102
Raleigh, NC 27615

North Carolina
Wake County

Third Amendment to Declaration of Gloucester Townhouse
Homeowners Association, Inc.

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS for Gloucester Townhouse Homeowners Association, Inc. made
this 28 day of July, 2022 by a required percentage of the Lot
Owners in compliance with Article IX of Gloucester Townhouse Homeowners
Association, Inc. in Wake County, North Carolina;

WITNESSETH

WHEREAS, the Declaration of Gloucester Townhouse Homeowners Association, Inc.
is recorded in Book 3106, Page 989, Wake County Registry, hereinafter referred to
as "the Declaration;"

WHEREAS, the current Lot Owners desire to amend the Declaration to update the
Declaration and restate certain obligations; and

WHEREAS, Article IX, Section 3 of the Declaration provides the Declaration may be
amended; and

WHEREAS, except as specifically amended herein, the Declaration shall remain in full force and effect;

NOW, THEREFORE, THE LOT OWNERS, upon the required vote of the Lot Owners conducted pursuant to NCGS Section 47F-2-117, do hereby amend and restate and, where appropriate, declare, covenant and agree to and with each other and all persons, firms and corporations hereafter acquiring any interest in a Lot in the Gloucester Townhouse Homeowners Association, that such Lot and Association are hereby subject to the following amendment to the Declaration, including the covenants, conditions and restrictions set out herein.

In Article VIII, EXTERIOR MAINTENANCE, the following new language (shown in bold print) shall be added to the end of the last sentence in the Article:

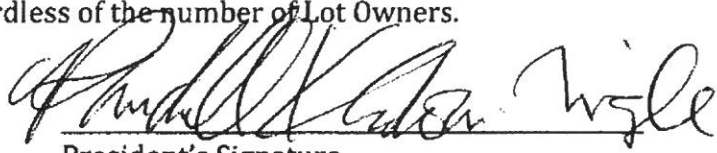
Such exterior maintenance shall not include glass surfaces **or the repair, replacement or maintenance of decks, deck rails, deck supports or deck access steps, risers and railings.**

There will be an eighteen (18) month transition period beginning on the date this amendment is recorded with the Wake County Register of Deeds. During this time the Association will assume financial responsibility for repairs not to exceed seven thousand five hundred dollars (\$7,500.00) per lot. Additionally during this transition period, upon the sale of a lot, the Association will assume financial responsibility for all deck repairs.

End of Page. Execution Page Follows.

Certification

The undersigned President of Gloucester Townhouse Homeowners Association, Inc. hereby certifies that these amendments were passed in accordance with the requirements of NCGS Section 47F-2-117 and Article IX, Section 3 of the Gloucester Townhouse Declaration of Covenants, Conditions and Restrictions, with the required number of Lot Owners and Members of the Gloucester Townhouse Homeowners Association, Inc. voted in favor of this Amendment, or indicated their consent to this Amendment by signing an instrument to that effect. Each Lot was entitled to only one vote, regardless of the number of Lot Owners.


President's Signature

Print Name: Randall K Cohen-Tingle

State of North Carolina
County of Wake

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Randall K. Cohen-Tingle personally came before me this day and acknowledged that (s)he is President of the Gloucester Townhouse 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 him/her as President, and further acknowledged that he/she signed said instrument voluntarily.

Witness my hand and official stamp or seal, this the 28th day of July, 2022.




Notary Public

My commission expires: 07-22-25