

Mail - Daltons Ridge HOA
9404 Lake Villa Way, Raleigh, NC 27614

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR DALTONS RIDGE

COUNTY OF WAKE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Daltons Ridge, made this 2 day of October, 2007 by the lot owners and members of Daltons Ridge Homeowners Association, Inc. (hereinafter, "the Association"),

WITNESSETH:

THAT WHEREAS, the original Declarant caused to be recorded a Declaration of Covenants, Conditions and Restrictions for The Villas at Falls Lake Subdivision (a/k/a Daltons Ridge Subdivision) in Book 9455, Page 1139 in the Wake County Registry, (hereinafter, "Declaration"); and

WHEREAS, Article 11.3 of the Declaration provides that such Declaration may be amended at this time by an instrument signed by not less than the Owners of seventy-five percent (75%) of the Lots the subdivision. At this time, there are no lots in Daltons Ridge Subdivision that are owned by the Declarant. This amendment shall become effective upon recordation of this amendment in the Wake County Registry.

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Covenants, Conditions and Restrictions for The Villas at Falls Lake Subdivision (a/k/a Daltons Ridge Subdivision) shall be amended as follows:

1. All provisions as set forth on attached Exhibit A to this Amendment are incorporated herein by reference as though fully set out herein.
2. This amendment shall be effective upon recordation in the Office of the Wake County Registry.
3. Except as amended per the attached Exhibit A, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

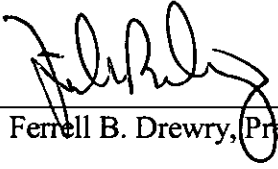
WHEREFORE, the undersigned have hereunto affixed their signatures for the purpose of enacting the foregoing amendment.

WAKE COUNTY, NC 633
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/17/2007 AT 16:25:36

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS AND
RESTRICTIONS OF DALTONS RIDGE

By authority of its Board of Directors, Daltons Ridge Homeowners Association, Inc. certifies that the foregoing instrument has been duly executed by the Owners of seventy-five percent (75%) of the Lots in the Property and is therefore, a valid amendment to the Declaration recorded at Book 9455, Page 1139, Wake County Registry.

DALTONS RIDGE
HOMEOWNERS ASSOCIATION, INC.

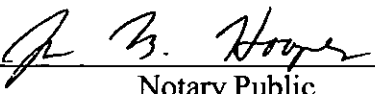
By: 
Ferrell B. Drewry, President

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

I, James B. Hooper, a Notary Public of the County and State aforesaid, certify that FERRELL B. DREWRY, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated. Witness my hand and official stamp or seal, this 17 day of October, 2007.


Notary Public

My Commission Expires: 17 June 2012

Official Seal

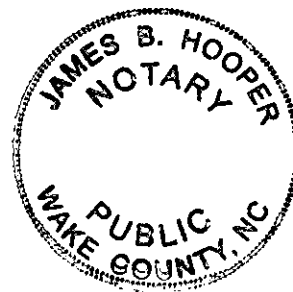


EXHIBIT A TO AMENDMENT TO DECLARATION

Declarations of Covenants, Conditions and Restrictions for the Villas at Falls Lake Subdivision (a/k/a Daltons Ridge Subdivision)	
Page Number/Section	Adopted Changes (bold text below indicates adopted changes)
Pg 4/ 3.1	<i>Change From:</i> 3.1 <u>Powers and Duties of the Board</u> . The Association, acting through its Board, for the mutual benefit of the Owners of the Association, shall have the following powers and duties:
	<i>Change To:</i> 3.1 <u>Powers and Duties of the Board</u> . The Association, acting through its Board, for the mutual benefit of the Owners of the Association, shall have the following powers and duties, with the limitation that multi-year contracts, and/or non-budgeted expenditures or encumbrances greater than the current year's budgeted Reserve, must be approved by the Members possessing seventy-five percent (75%) or more of the total eligible votes of the membership of the Association:
	<i>Reason for Change:</i> To prevent the Board of Directors from entering into long-term or costly agreements unless a substantial number of homeowners concur.
Pg 4/ 3.1	<i>Change From:</i> (a) The Association shall be responsible for the improvement, repair, replacement, use, operation and maintenance of the Lots and the Common Area as provided in this Declaration, including, but not limited to, planting, mowing, edging, leaf raking and/or blowing, pruning, fertilizing, seeding, mulching, preservation and replacement of the vegetation and landscaping, and the upkeep and maintenance of sprinklers, sprinkler pumps, wells, signs, lighting, planting boxes and other equipment, apparatus and Improvements located in the Lots and/or Common Area or located in easements granted to or reserved by the Developer or the Association...
	<i>Change To:</i> (a) The Association shall be responsible for the improvement, repair, use, operation and maintenance of the Lots and the Common Area as provided in this Declaration, including, but not limited to, planting, mowing, edging, leaf raking and/or blowing, pruning, fertilizing, seeding, mulching and preservation of the vegetation and landscaping, and the upkeep and maintenance of sprinklers, sprinkler pumps, wells, signs, lighting, planting boxes and other equipment, apparatus and Improvements located in the Lots and/or Common Area or located in easements granted to or reserved by the Developer or the Association...
	<i>Reason for Change:</i> Deletion of "replacement" limits financial exposure to the HOA.

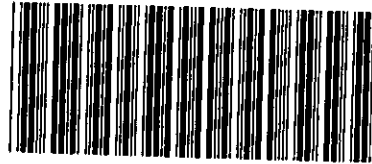
Declarations of Covenants, Conditions and Restrictions for the Villas at Falls Lake Subdivision (a/k/a Daltons Ridge Subdivision)	
Page Number/ Section	Adopted Changes (bold text below indicates adopted changes)
Pg 8/ 5.3.2	Change From: (b) An annual increase in the Annual Assessments shall not be more than ten (10%) percent except by approval of at least two-thirds (2/3) of the votes of the Members of each class of membership who are voting in person or by proxy at a meeting duly called for such purpose.
	Change To: (b) An annual increase in the Annual Assessments shall not be more than ten percent (10%) of the prior year's assessment except by approval of at least two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose.
	Reason for Change: To prevent large increases in assessments from being approved unless a substantial number of homeowners concur.
Pg 9/ 5.4.2	Change From: 5.4.2. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3.2. (b) or 4.4.1. above shall be sent to all Members no less than thirty (30) days nor more than fifty (50) days prior to the meeting...
	Change To: 5.4.2. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3.2. (b) or 5.4.1. above shall be sent to all Members no less than thirty (30) days nor more than fifty (50) days prior to the meeting...
	Reason for Change: Typographical error.
Pg 9/ 5.6	Change From: 5.6. <u>Fines</u> . The Association's Board may impose fines against any Lot for a failure to comply with this Declaration. Fines shall be paid not later than thirty (30) days after notice of the assessment is given to the offending Owner and shall be subject to the collection and lien rights of the Association provided in Section 4.10 below...
	Change To: 5.6. <u>Fines</u> . The Association's Board may impose fines against any Lot for a failure to comply with this Declaration. Fines shall be paid not later than thirty (30) days after notice of the assessment is given to the offending Owner and shall be subject to the collection and lien rights of the Association provided in Section 5.10 below...
	Reason for Change: Typographical error.

Declarations of Covenants, Conditions and Restrictions for the Villas at Falls Lake Subdivision (a/k/a Daltons Ridge Subdivision)	
Page Number/Section	Changes Adopted (bold text below indicates changes adopted)
Pg 12/ 7.1	Change From: 7.1. <u>Maintenance Responsibility</u> . The Association shall provide exterior maintenance for each Lot in Use as follows: repair and replacement of gutters and downspouts; and maintenance of trees, shrubs, grass, walks located in the front and rear yards of each Lot...
	Change To: 7.1. <u>Maintenance Responsibility</u> . The Association shall provide exterior maintenance for each Lot in Use as follows: cleaning of gutters and downspouts ; and maintenance of trees, shrubs, grass, walks located in the front and rear yards of each Lot...
	Reason for Change: Deletion of "repair and replacement" limits financial exposure to the HOA.
Pg 15/ 9.2	Change From: 9.2. <u>Powers</u> . The Architectural Committee shall have the right to refuse to approve any plans and specifications for Improvements proposed to be constructed on a Lot (the "Plans & Specifications") which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld...
	Change To: 9.2. <u>Powers</u> . Subject to review by the Board of Directors, the Architectural Committee shall have the right to refuse to approve any plans and specifications for Improvements proposed to be constructed on a Lot (the "Plans & Specifications") which are not suitable or desirable for aesthetic or any other reasons, provided such approval is not unreasonably withheld...
	Reason for Change: To add a provision for oversight of Architectural Committee by the Board of Directors.
Pg 17/ 10.4	Change From: ...No Owner shall cause any object to be fixed to its Lots (including the location or construction of fences or the planting or growing of flowers, trees, shrubs or other vegetation) or in any manner change the appearance of the Lot without the prior written permission of the Architectural Committee...
	Change To: ...No Owner shall cause any object to be fixed to its Lots (including the location or construction of fences or the planting or growing of flowers, trees, shrubs or other vegetation) or in any manner change the appearance of the Lot without the prior written permission of the Architectural Committee except that flowers, trees, shrubs or other vegetation not exceeding four (4) feet in height during its lifetime and planted in existing beds may be planted without prior approval. Existing vegetation may be replaced with like vegetation without prior approval...
	Reason for Change: To allow minor changes to existing flower beds without approval.

Declarations of Covenants, Conditions and Restrictions for the Villas at Falls Lake Subdivision (a/k/a Daltons Ridge Subdivision)	
Page Number/Section	Changes Adopted (bold text below indicates changes adopted)
Pg 19/ 10.7	<i>Change From:</i> All equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate Improvements, as approved by the Architectural Committee (including approval of materials with which the Improvements are to be constructed), so as to screen them from view from the street and adjoining Lots...
	<i>Change To:</i> All equipment, garbage cans other than uniformly-styled bins required by the City , service yards, woodpiles, or storage piles shall be kept screened by adequate Improvements, as approved by the Architectural Committee (including approval of materials with which the Improvements are to be constructed), so as to screen them from view from the street and adjoining Lots. Garbage bins required by the City may be kept outside without Improvements for screening provided such bins are not visible when viewing the home from the curb directly in front of the home or for corner lots when viewing the home from the curbs in front and on the side of the home...
	<i>Reason for Change:</i> To relax the restriction for screening garbage bins required by the City.
Pg 19/ 10.13	<i>Change From:</i> ...No "For Sale" signs (except as otherwise specifically authorized by the Association), advertising signs, for rent signs, bill boards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property...
	<i>Change To:</i> ...No "For Sale" signs (except as otherwise specifically authorized by the Association), advertising signs, for rent signs, bill boards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property. Only "For Sale" signs advertising the sale of the Lot and home are permitted...
	<i>Reason for Change:</i> To allow for property sales.

Declarations of Covenants, Conditions and Restrictions for the Villas at Falls Lake Subdivision (a/k/a Daltons Ridge Subdivision)	
Page Number/ Section	Changes Adopted (bold text below indicates changes adopted)
Pg 19/ 10.16	Change From: 10.16 <u>Lawn Ornaments</u> . No decorative lawn ornaments shall be placed on any Lot without the prior written approval of the Architectural Committee, with the exception that one (1) holder with a pole designed to be attached to the front porch of a Building may be installed by an Owner for the display of decorative or other flags without the prior Architectural Committee approval. No free-standing flagpoles are allowed to be installed on a Lot.
	Change To: 10.16 <u>Lawn Ornaments</u> . No decorative lawn ornaments shall be placed on any Lot without the prior written approval of the Architectural Committee, with the exception that one (1) holder with a pole designed to be attached to a Building may be installed to front of Owner's home and one (1) holder with a pole designed to be attached to a Building may be installed to rear of Owner's home or deck by an Owner for the display of decorative or other flags without the prior Architectural Committee approval. No permanent free-standing flagpoles are allowed to be installed on a Lot. Temporary flagpoles are permitted provided that only the current flags of federal, state or local governments are displayed in accordance with the North Carolina Planned Community Act (Chapter 47F of N.C. General Statutes). Temporary flagpoles must be completely removed and the base of temporary flagpoles must not be visible during times when the flagpoles are not in use.
	Reason for Change: To allow demonstrations of patriotism.
Pg 19/ 10.18	Change From: 10.18. <u>Maintenance by Owner</u> . Maintenance, upkeep, and repairs of any fence (which shall be no taller than 6 feet), patio, sidewalk, driveway, deck, roofs, porch decking, screens and screen doors, exterior doors, windows and window fixtures and other hardware, approved flower beds as expanded or installed by Owner and rear yards as fenced in by Owner shall be the sole responsibility of the individual Owner of the Lot and not in any manner the Association's...
	Change To: 10.18. <u>Maintenance by Owner</u> . Maintenance, upkeep, and repairs of any fence (which shall be no taller than 6 feet), patio, sidewalk, driveway, deck, roofs, gutters and downspouts, porch decking , screens and screen doors, exterior doors, windows and window fixtures and other hardware, approved flower beds as expanded or installed by Owner and rear yards as fenced in by Owner shall be the sole responsibility of the individual Owner of the Lot and not in any manner the Association's...
	Reason for Change: Responsibility changed by adopted change to section 7.1 above.

Declarations of Covenants, Conditions and Restrictions for the Villas at Falls Lake Subdivision (a/k/a Daltons Ridge Subdivision)	
Page Number/Section	Changes Adopted (bold text below indicates changes adopted)
Pg 20/ 10.18	<i>Change From:</i> ...All exterior maintenance, including re-painting and repair of exterior siding, repair or replacement of roofing, shingles and other related materials, the maintenance of all fixtures and equipment installed on or within a Building, including but not limited to, all appliances, interior floor coverings, light fixtures, plumbing, HVAC systems (whether located inside or outside the Building), all load bearing walls, foundations and other portions of the Building not specifically maintained by the Association under Section 7.1 herein, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work that will impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other Buildings or their Owners...
	<i>Change To:</i> ...All exterior maintenance, including re-painting and repair of exterior siding, repair or replacement of roofing, shingles and other related materials, the maintenance of all fixtures and equipment installed on or within a Building, including but not limited to, all appliances, interior floor coverings, light fixtures, plumbing, HVAC systems (whether located inside or outside the Building), all load bearing walls, foundations and other portions of the Building not specifically maintained by the Association under Section 7.1 herein, shall be maintained and kept in repair by the Owner thereof. Owner is responsible for replacing trees, shrubs, and other plantings that have died or been destroyed with the same or approved alternate vegetation within twelve (12) months. If Owner does not replace or get approval from the Architectural Committee not to replace within twelve (12) months, the Association may contract for removal and replacement of such dead vegetation and may assess such costs to the homeowner, and if such costs are not paid within three (3) months, the Association may place a lien against the Lot. An Owner shall do no act, nor any work that will impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other Buildings or their Owners...
	<i>Reason for Change:</i> To assure that each lot is well maintained.



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**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages
25