WAKE COUNTY, NC 307
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/20/2009 AT 15:54:17

BOOK:013732 PAGE:01498 - 01503

39

Prepared by and return after recording to:

Henry W. Jones
Jordan Price Wall Gray Jones & Carlton, PLLC
P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLUB VILLAS AT WAKEFIELD PLANTATION

WAKE COUNTY

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Club Villas at Wakefield Plantation is made as of this 23rd day of July, 2009, by not less than seventy-five percent (75%) of the Owners of Lots in Club Villas Townhomes Association, Inc., a North Carolina nonprofit corporation (hereinafter, the "Association").

WITNESSETH:

WHEREAS, Paramount Homes, Inc., recorded a Declaration of Covenants, Conditions and Restrictions for Club Villas at Wakefield Plantation dated February 16, 1999, recorded in Book 8250, Page 688, of the Wake County Registry as thereafter amended, including in Book 8277, Page 810 and Book 9153, Page 2004 and Book 9411, Page 2100 of the Wake County Registry (collectively, the "Declaration"); and

WHEREAS, Article XIII, Section 6 of the Declaration provides that during the first twenty (20) year period, the Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots; and

WHEREAS, Article XIII, Section 7 of the Declaration provides that within thirty (30) days of receiving an executed amendment, the Board of Directors shall assure itself

the amendment was executed by the Owners of the required number of Lots, shall attach to the amendment a certification as to its validity, and shall cause the amendment to be recorded in the Wake County Registry; and

WHEREAS, Article XIII, Section 7 of the Declaration further provides that all amendments shall be effective from the date of recordation in the Wake County Registry and valid after being indexed in the name of the Association; and

WHEREAS, the Owners of not less than seventy-five percent (75%) of the Lots in Club Villas desire to amend the Declaration as set forth below;

NOW, THEREFORE, the undersigned do hereby declare that the Declaration is amended as follows:

1. Article VI, Section 3 is deleted in its entirety and the following is inserted in lieu thereof:

> Section 3. Exterior Maintenance and Exclusions. In addition to maintenance of the Sub-Association Common Area, the Association shall provide exterior maintenance upon each Lot and the Dwelling located thereon which is subject to assessment hereunder, as follows: paint, repair, replace and care of roofs, gutters, downspouts, trees, shrubs, grass, walks, and mailboxes. Such exterior maintenance shall not include exterior building surfaces, exterior post lights, other exterior improvements, fences, glass surfaces, garage doors and all other doors of whatever nature and wherever located, windows, window screens, decks, stairs, driveways, or the repair or reconstruction of any improvements on any Lot, the cost of which repair or reconstruction would be covered by casualty insurance, whether or not a policy of casualty insurance is in effect.
>
> Any maintenance on a Lot that is not the responsibility of the Association shall be the responsibility of the Owner of such Lot. If an Owner does not perform any required maintenance of his Lot or Dwelling, the Association shall have the right, but not the obligation, through its agents and employees, by the affirmative vote of note less than two-thirds (2/3) of the Board of Directors, to enter upon such Lot and to repair, maintain and restore the Lot or exterior of the Dwelling erected thereon. Prior to entering such Lot, the Association shall provide written notice to the Owner of the specific items needing maintenance and the corrective action to be taken. If such action is not taken by the Owner within ten (10) days of the date of said notice, the Association shall be authorized to proceed with the corrective action stated in the letter. The cost of such maintenance or repair shall be assessed against the Lot and

shall be added to and become part of the assessments to which such Lot is subject.

In the event that any maintenance or repair for which the Association bears responsibility is caused through the willful or negligent act of the Owner, his family, guests, contract purchasers, tenants, contractors or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

2. All remaining provisions of the Declaration with the exception of the herein stated amendment shall remain in full force and effect.

The Board of Directors has received the foregoing Amendment and within thirty (30) days has reasonably assured itself that the Amendment has been executed by the Owners of the required number of Lots based upon a roster of members and has attached to this document a Certification as to its validity, which has been executed by the Association in the same manner that deeds are executed. The Certification of Validity is attached hereto as Exhibit A and incorporated by referenced herein.

The forgoing Amendment has been submitted to the Raleigh City Attorney or his or her deputy as required by Article XIII, Section 7 of the Declaration. Upon recordation, this Amendment has either been approved as provided in Exhibit B hereto or has not been approved or disapproved within thirty (30) days from the date of its submission and thus is conclusively presumed to be approved by the City Attorney in accordance with Article XIII, Section 7 of the Declaration.

This Amendment shall be indexed in the name of the Association and shall be effective from the date of recordation at the Wake County Registry. It shall be conclusively presumed that the instrument constitutes a valid Amendment as to all persons hereafter purchasing any Lots in the Properties.

This the 23rd day of July, 2009.

CLUB VILLAS TOWNHOMES
ASSOCIATION, INC.

By: James A. Dorak
President

ATTEST:

Judith R. Lowe
Secretary

EXHIBIT A

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLUB VILLAS TOWNHOMES AT WAKEFIELD

By authority of its Board of Directors, Club Villas Townhomes Association, Inc. hereby certifies that the foregoing instrument has been duly executed by the Owners of seventy-five percent (75%) ~~of the Lots~~ of Club Villas at Wakefield and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions of Club Villas at Wakefield.

CLUB VILLAS TOWNHOMES ASSOCIATION, INC. CORPORATE SEAL

CLUB VILLAS TOWNHOMES ASSOCIATION, INC.

By: _____
President

ATTEST: _____
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Sharla Snider a Notary Public of the County and State aforesaid, certify that Judith R. Lowe, personally came before me this day and acknowledged that he/she is Secretary of Club Villas Townhomes Association, Inc., 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 Judith R. Lowe as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 27 day of August, 2009.

_____
Notary Public

Sharla Snider
Printed Name

My commission expires: July 28, 2010

SHARLA SNIDER NOTARY PUBLIC WAKE COUNTY, NC MY COMMISSION EXPIRES JULY 28 2010

EXHIBIT B

CERTIFICE OF APPROVAL BY THE CITY ATTORNEY
FOR THE CITY OF RALEIGH

The foregoing Amendment has been submitted to the office of the Raleigh City Attorney or his or her deputy and the same has been approved, as provided in Article XIII, Section 7 of the Declaration.

This the 19 day of October, 2009.

By: _____
City Attorney for the City of Raleigh

BOOK:013732 PAGE:01498 - 01503

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 6

22.004-1/20/06

LAW OFFICES
JORDAN PRICE WALL GRAY JONES & CARLTON
A PROFESSIONAL LIMITED LIABILITY COMPANY
1951 CLARK AVENUE
RALEIGH, NORTH CAROLINA 27605-0669
(919) 828-2501

HENRY W. JONES, JR.
PARTNER
FACSIMILE: (919) 834-8447

FILE COPY

MAILING ADDRESS:
POST OFFICE BOX 10669
RALEIGH, N.C. 27605-0669
www.jordanprice.com

October 26, 2009

Jennifer Burch
PPM, Inc.
6739 Falls of Neuse Road
Raleigh, N.C. 27615

Re: Club Villas Amendment to Declaration of Covenants, Conditions and Restrictions for Club Villas at Wakefield Plantation

Dear Jennifer:

Enclosed is the original file stamped recorded Amendment to Declaration of Covenants, Conditions and Restrictions for Club Villas at Wakefield Plantation which was recorded on October 20, 2009 at Book 13732, page 1498, Wake County Registry. Please retain this document with the records of the Association and we will keep a copy in our files.

Please let us know if you have any questions.

Sincerely yours,

JORDAN, PRICE, WALL, GRAY, JONES & CARLTON, PLLC

Henry W. Jones, Jr.

HWJ:smp
Enclosure