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WAKE COUNTY, NC 429
LAURA M RIDDICK
REGISTER OF DEEDS
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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERWALK TOWNS

STATE OF NORTH CAROLINA

COUNTY OF WAKE

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERWALK TOWNS, made this 30th day of April, 2009 by the Riverwalk Towns Homeowners Association of Cary, Inc. (hereinafter, the "Association").

WITNESSETH:

WHEREAS, on June 22, 1988, Ryan Operations, G.P., as Declarant, recorded a Declaration of Covenants, Conditions and Restrictions for Riverwalk Towns in Book 4289, Page 367, Wake County Registry (hereinafter, the "Declaration"); and

WHEREAS, the Association wishes to revise and amend the Declaration (and, to the extent necessary to accomplish the same results, the Association's Bylaws, which are attached to the Declaration as Exhibit "C" thereto and incorporated therein) in the following respects: (1) to adopt and incorporate the provisions of Chapter 47F of the North Carolina General Statutes, commonly known as the "North Carolina Planned Community Act" (hereinafter, the "Planned Community Act" or the "Act") so as to make the Act applicable to the Association (to the extent that it does not already apply); and (2) to adopt general revisions, updates and clarifications to the Declaration of Covenants, Conditions and Restrictions for Riverwalk Towns; and

WHEREAS, Section 47F-2-102(d) of the Act allows any planned community to make the provisions of the Act applicable to that planned community by amending its Declaration to provide that the Act shall apply, by an affirmative vote or written agreement signed by lot owners

of lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and

WHEREAS, Section 47F-2-117(a) of the Act provides that the Declaration may be amended by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and

WHEREAS, Article XIII, Section 3, of the Declaration provides that the Declaration may be amended during the first twenty years (20) years by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; and

WHEREAS, during the period of June, 2008 to March, 2009, the Association's Board of Directors circulated a written agreement to all of the lot owners and members in the Association, with the result that seventy-seven (77) of the one hundred two (102) lot owners and members in the Association agreed to all of the revisions and amendments to the Declaration contained herein; and

WHEREAS, the Association's Board of Directors has attached hereto a Certificate of Validity of Amendment by the Association;

NOW, THEREFORE, the Association, by an instrument signed by not less than seventy-five percent (75%) of the owners of the Association, does hereby declare that the following amendments shall be binding upon all parties having or acquiring any right, title or interest in the real property subject to the Declaration or any part thereof, and shall inure to the benefit of each lot owner or successor in interest or assignee thereof:

1. The Declaration is hereby amended to provide that the provisions of Chapter 47F of the Planned Community Act, as the said Act may from time to time be amended, are hereby made applicable to the Association.

2. The Declaration is hereby amended to provide for the adoption of general revisions, updates and clarifications, a true copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

3. This Amendment shall be effective from the date of recordation in the Wake County Registry

4. Except as specifically amended hereinabove, the remaining provisions of the Declaration are ratified and affirmed and shall remain in full force and effect in all respects and applicable to all lots, dwellings and homeowners within Riverwalk Towns.

IN WITNESS WHEREOF, the Riverwalk Towns Homeowners Association of Cary, Inc., has caused this instrument to be executed in its corporate name by authority duly given and has attached hereto its "Certificate of Validity of Amendment" in accordance with provisions of the Act, all as of the date and year first above written.

CERTIFICATE OF VALIDITY OF AMENDMENT TO DECLARATION FOR RIVERWALK TOWNS

By authority of its Board of Directors, and pursuant to N. C. Gen. Stat. Sec. 47F-1-102(d), the Board of Directors of the Association does hereby certify that it has reasonably assured itself that this Amendment has in fact been duly approved and adopted by a vote and/or written agreement of not less than seventy-five percent (75%) of the owners of lots subject to the Declaration, and that the foregoing Amendment is therefore a valid amendment to the Declaration.

This the 30th day of April, 2009:

RIVERWALK TOWNS HOMEOWNERS ASSOCIATION OF CARY, INC.

By: _____
Name: John T. Duncan, Jr.
Title: President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Trinna L. Wilkes, the undersigned Notary Public of the State and County aforesaid, do hereby certify that John T. Duncan, Jr. personally appeared before me this day and acknowledged that he is President of RIVERWALK TOWNES HOMEOWNERS ASSOCIATION OF CARY, INC., a North Carolina non-profit corporation (the "Corporation") and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by him as its President.

WITNESS my hand and notarial stamp/seal, this the 30th day of April, 2009.

Trinna L. Wilkes
Notary Public

My Commission Expires:

July 27, 2011

TRINNA L. WILKES NOTARY PUBLIC WAKE COUNTY, NC

EXHIBIT "A"

GENERAL REVISIONS, UPDATES AND CLARIFICATIONS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERWALK TOWNS

Introduction (remove references to "Declarant")

1. First paragraph, first two lines of the first sentence are changed to read: "WHEREAS, certain property known as Riverwalk Towns in or near the Town of Cary, NC, which is more particularly described as follows..."
2. Second paragraph, first two sentences are changed to read: "And WHEREAS, said property is part of Kildaire Farms Subdivision. All of the property described..."

Article I: Definitions

1. The entry for the term "Declarant" and its definition are deleted in their entirety.

Article II: Property Rights

1. Section 1 (Owners' Easements of Enjoyment) is revised as follows:

1.a Section 1.a is revised to delete the phrase "admission and other".

1.d Section 1.d is revised to read: "The right of the Association to limit the number of guests of members. Owners are fully responsible for ensuring their guests conform to the Association's Covenants and Bylaws;"

1.h Add new Section 1.h:
"The right of the Association to levy fines and restrict voting privileges of members who are found by the Board of Directors (BOD) to be in violation of the Association's Covenants and Bylaws, as detailed in Article XV: Resolving Conflicts;"

1.i Add new Section 1.i:
"Owners recognize that townhomes are regulated similar to single family housing and are not considered as condominiums."

3. In Section 3 (Title to Common Areas), the word "Declarant" is replaced with the word "Association"(in two places).
4. Section 4 (Parking Rights) is revised to read as follows:
"The Owner of each Lot shall be entitled to two automobile parking spaces as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking spaces. Owner shall not use the parking spaces assigned to other Owners without the express permission of the other Owners. No boats, trailers, campers, commercial vehicles, or recreational vehicles shall be parked within the Common Area, greenways or rights of way of any public or private street in or adjacent to the Property. All boats, trailers, campers or recreational vehicles shall be parked only in such areas designated for parking such vehicles and upon such terms and conditions as shall be established by KFII, its successors or assigns. Visitor's parking spaces, which shall be clearly marked, shall not be used by Owners for permanent parking. If special circumstances indicate long-term use of a visitor's parking space, the Owner must request such temporary use from the Board of Directors. Owners are responsible for ensuring that their guests conform to these parking regulations."
5. Section 5 (TV Antennas and Cablevision) is revised to read as follows:
"The Association may contract for provision of community-wide cablevision for the convenience of the Members, and the cost may be included in annual or special assessments. The Association permits the erection of television satellite dishes or radio antennas on individual lots provided the following restrictions are observed:

- The dish must be placed on the Owner's property, and not in the Common Area.
- If placed in the Owners front property, the dish must be ground-located within two feet of the front of the building at a height no greater than 4 feet.

- If placed in the Owner's rear property, the dish must be ground-located at a height of no greater than 4 feet in a location that does not interfere with access to the Owner's property or adjacent properties for routine maintenance and rubbish collection.

Other locations or configurations require BOD approval. The dish may not be attached to the outside of the building without the approval of the BOD. The repair of any leaks in the Owner's property or adjacent properties caused by the building-located installation of the dish shall be the responsibility of the Owner."

Article III: Membership and Voting Rights

2. Section 2, first sentence, is revised to read: "All Owners are Class A members as defined in the Articles of Incorporation and are entitled to one vote for each lot owned."

Article IV: Covenant For Maintenance Assessments

1. Section 1 (Creation of the Lien and Personal Obligation of Assessments), first sentence, is revised to delete the following opening phrase: "The Declarant, for each Lot owned within the Properties, hereby covenants, and".
2. Section 2 (Purpose of Assessments), first sentence is revised to add the word "insurance" as follows: "...and in particular for the acquisition, insurance, improvement and maintenance of properties..."
3. Section 3 (Maximum Annual Assessment) paragraph 3.c is revised to add the phase "as defined in paragraphs 3.a and 3.b above" to the end of the first sentence.
11. Section 11 (Responsibility for Maintenance of Private Streets and Driveways) is revised to delete the phrase "the developer" from the last sentence.
12. Section 12 (Working Capital) is deleted in its entirety.

Article VI: Architectural Control

1. The following new paragraph is added to the end of Article VI:
"The BOD of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning architectural control of buildings, landscaping, etc. Such rules and regulations may provide for fines or penalties for the violation thereof. Unapproved changes that the BOD determines to be destructive to the harmony of the community's external design will be excluded from the provision of routine maintenance defined in these Covenants. Such unapproved changes, and the Association's denial of maintenance services, shall be revealed to prospective buyers. If an Owner's failure to maintain these unapproved changes to the standards of the community, the Association may, at its discretion, cause such repairs to be made and billed to the Owner."

Article VII: Annexation of Additional Properties

1. Section 1, first sentence, is revised to delete the phrase "and two thirds (2/3) of the Class B membership, if any". The second sentence is revised to delete the phrase "of each class of membership". The last sentence is revised to delete the phrase "or two thirds (2/3) of the Class B membership".
2. Section 2 is deleted in its entirety.

3. Section 3 is renumbered to Section 2

Article VIII: Exterior Maintenance

1. Section 1, first paragraph, first sentence is revised to change the phrase "post lights (excluding electricity therefore)" to "street lights (including electricity therefore)".

   Section 1, first paragraph, third sentence is revised to read as follows:
   "Further, the Owner of any Lot may at his election plant trees, shrubs, flowers and grass in his rear or side yard and may also maintain portions or all of his rear or side yard provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces, nor hinders reasonable access by municipal sanitation workers in the regular course of trash collection."

   Section 1, the following sentence is added to the end of the first paragraph:
   "Owners shall not remove any trees or shrubs from any area without prior written approval of the Association."

   Section 1, a new second paragraph is inserted to read as follows:
   "The Association's first priority is to maintain the front yards and common areas of the community. Additionally, the Association may maintain the Owners' rear and side yards within resource constraints, with the first consideration being safety/erosion protection and secondarily for aesthetics. However, if an Owner wishes to have either their rear or side yard enhanced with bushes, shrubs, trees, etc and is willing to contribute toward the cost or is willing to pay the entire cost involved, this could enable the project to be approved and completed in a more timely manner, subject to BOD approval. The Association hereby reserves an easement unto itself, its agents, and employees for access over the Common Area and Lots for the purpose of performing the maintenance and repairs provided for in this Declaration."

   Section 1, third paragraph, first sentence is revised to delete the phrase "the developers wish to make it known that". The third sentence is revised to delete the phrase "Nevertheless, in order to avoid monotony and in order to achieve a harmony of design and textures, all of those connected with the conception, design, construction and financing of this subdivision as originally planned, are in accord with Declarant's belief that".

Add a new table as follows, specifying the division of maintenance responsibilities between the Association and Homeowners:

Area	**Homeowners' Association (or Others) Responsibility To Maintain**	**Individual Homeowner's Responsibility To Maintain**
Electricity	Electrical service to electric meter (Progress Energy's responsibility).	Electrical lines from your meter into house. Exterior electrical outlets.
Lighting	Streetlights (Progress Energy's responsibility).	Exterior lighting & fixtures (including post lights).
Water	Water meter and water lines from meter to water main (Town of	Water line from water meter into your house. Outside water faucets and

	Cary's responsibility).	water lines.
Sewer	Sewer line maintenance from the first cleanout location outside your house to the sewer main.	Sewer line maintenance inside your house to the first outside cleanout location.
Pest Control	Building exterminator inspection & treatments (termites and carpenter bees only)	Pest control other than termites and carpenter bees.
Roof	Roof (normal wear and tear)	
Skylights	Accepted skylights (leak repair only).	Skylight replacement and cleaning.
Windows	Window frames (maintenance) Window sashes (painting)	Window glass & sash, storm windows, screen windows.
Exterior Doors	Doors & garage door (painting only). Door frames & garage door frame (maintenance & painting).	Doors, storm doors, screen doors, garage door (all maintenance and replacement, except painting).
Building	Building siding & trim (excluding doors and windows). Gutters & downspouts (repair and cleaning).	All areas and services inside your house.
Exterior Features	Front entrance way to your house and front railings. Sidewalks and steps to front door.	Decks and patios, including deck partitions. Fences & gates.
Common Areas	Common property & related areas. Trees, shrubs, and grass (HOA provided only). Walkways & retaining walls. Mailboxes. Streets and parking areas.	

Article IX: Insurance and Reconstruction

This entire Article is deleted and replaced with the following:

ARTICLE IX: INSURANCE AND RECONSTRUCTION

Sect. 1. Owner's Responsibility: In order to protect all Members from any potential negative effect that damage to a building could have on property values in general, each Owner agrees to provide insurance coverage (or suitable substitute) satisfactory to the Association. The insurance which shall be carried upon each townhome situated on a townhome Lot (hereinafter "Dwelling Unit") shall be governed by the following provisions:

(i) Each Owner of a Dwelling Unit shall maintain a property damage and casualty or " hazard " insurance policy, with full replacement coverage, to protect against casualty damage to the Dwelling Unit (hereinafter " Casualty Insurance ").

(ii) Each Owner shall provide a copy of such Owner's current Casualty Insurance policy, and all replacements and renewals thereof, to the Association. (Premium amount may be deleted.) If an Owner fails or refuses to provide the Association with a copy of such Casualty Insurance policy (or renewal or other reasonable evidence of the availability of current Casualty Insurance coverage on the Dwelling Unit) within thirty (30) days following the

Association's written notice to provide such insurance policy, evidence or acceptable substitute, the Association shall have the right to obtain and purchase such insurance as required by this Section on behalf of such Owner. In such event, the costs incurred by the Association in procuring such Casualty Insurance shall be assessed against the applicable Owner as an individual assessment levied against the Dwelling Unit in accordance with Article IV.

(iii) If any portion of a Dwelling Unit or Lot shall be damaged by perils (whether or not covered by the Casualty Insurance), the Owner shall cause such damaged portion to be promptly reconstructed or repaired substantially in accordance with the original plans of the Dwelling Unit or Lot damaged or destroyed. If the Owner refuses to promptly repair such damage, the Association may either (a) cause the repair to be made and levy an individual assessment against the Owner, or (b) bring an action at law against the Owner and foreclose the lien against the property.

Sect. 2. Association's Responsibility: The Association shall insure itself, the members of the Board, the Dwelling Unit or 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 is to be in such amounts as is determined necessary and adequate by the Board. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Dwelling Unit or Lot Owners as a group or to an individual Dwelling Unit or Lot Owner. In the event the insurance effected by the Association on behalf of the Dwelling Unit or 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 Dwelling Unit or Lot Owners without requirement of an affirmative vote of the members.

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

If any portion of the Common Area shall be damaged by perils covered by such insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available by the insurer and as provided in Sect. 3 below, and any such reconstruction or repair shall be substantially in accordance with the original plans of the area damaged or destroyed.

Sect. 3. Procedure for Reconstruction or Repair of Damage to Common Areas:
(i) Immediately after a casualty causing damage to any portion of the Common Areas, the Association shall obtain reliable and detailed estimates of the cost to place 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.

(ii) 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 Dwelling Unit or 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 Association.

(iii) The proceeds of the Casualty Insurance referred to in Sect. 2 of this Article IX and the sums deposited with the Association from collections of special assessments against Dwelling Unit or Lot Owners on account of such casualty, shall constitute a construction fund which shall be disbursed by the Association and be applied to the payment of the cost of reconstruction and repair of the Common Areas as the work progresses. It shall be presumed that the first monies 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 for which the fund is established, such balance shall be either retained by the Association or disbursed back to the Dwelling Unit or Lot Owners as determined by the Board.

(iv) Each Dwelling Unit or Lot Owner shall be deemed to have delegated to the Board his or her right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Sect. 2 of this Article IX.

Sect. 4. Annual Review of Policies: Casualty Insurance policies shall be reviewed at least annually by the BOD 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. This shall include a review of the individual Dwelling Unit Casualty Insurance policies provided by the Owners as well as a review of the policies owned by the Association, provided however, the BOD shall not be liable to the members for failure to (a.) accurately assess the adequacy of the Dwelling Unit policies or (b.) to maintain sufficient Casualty Insurance coverage for the Common Areas.

If, following such review, any of the Owners' Casualty Insurance policies be deemed insufficient to cover the full value of the Dwelling Unit(s), the Association shall have the right to obtain and purchase the additional insurance coverage on behalf of such Owner to provide full coverage, but only after the Owner has been apprised of the deficiency and has not increased the coverage to that determined by the BOD to be sufficient within 30 days of such a notice. In such event, the costs incurred by the Association in procuring such additional Casualty Insurance shall be assessed against the applicable Owner as an individual assessment levied against the Dwelling Unit in accordance with Article IV.

Sect. 5. Right to Obtain Blanket Insurance Coverage:
Additionally, the Association shall have the right (but not the obligation) at its sole option, to procure or maintain a "blanket" Casualty Insurance policy for all of the Dwelling Units (or a portion or portions of all of the Dwelling Units) for the purpose of providing additional protection against casualty damage. Such blanket Casualty Insurance (if any) may be either (a) secondary to the insurance maintained by the Owner(s) of the Dwelling Unit(s), or (b) function as a full replacement and/or substitute for all of the individual Casualty Insurance policies previously provided by the Dwelling Unit Owners. In the event option (b) is selected by the Association, proper notice shall be made to the Owners that they will no longer be required to provide Casualty Insurance on their Dwelling Units. The notice will also provide an indication of the cost implications to the Owners.

Article X: Use Restrictions

3. Section 3 (Quiet Enjoyment) Add the following sentence to the end of the section: "This includes continuous barking from dogs or other animal noises, poorly maintained vehicles, loud music, etc."
4. Section 4 (Animals) Add the following paragraph to the end of the section:

"Owners are fully responsible for cleaning up after their animals in a timely and sanitary manner. This includes immediate removal of animal waste during dog walks, for example. Owners must maintain control of their animals at all times via leash and prevent animals from defecating or urinating in the area directly in front of any unit (i.e. between the unit and the street). Common property is acceptable for dog walking, with immediate cleanup and sanitary disposal."

5. Section 5 (Signs) is revised to read:
"Except for unit identification numbers required by the Cary Town Code, no sign shall be erected or permitted to remain on any lot or the common area, or on the rights-of-way of private or public streets within or adjacent to Riverwalk Townhomes except that "For Rent", "For Sale" and "Sold" signs, meeting the size requirements of the Cary Town Code may be placed directly in front of the unit being rented or sold within eight feet of the front face of the unit. In addition, political signs may be displayed in accordance with the Cary Town Code."

7. Add new Section 7:
"Sect 7. Number of Occupants per Unit: The number of occupants per unit (except guests) shall not exceed six permanent residents."

8. Add new Section 8:
"Sect. 8. Insect Infestation Prevention: To prevent termite access, wood shall not be stacked against buildings. Further, trash, recyclable materials and other materials shall be picked up and tidied in a regular timely manner. A concerted effort to minimize insect infestation shall be maintained by all residents. This applies to all Units, either occupied or vacant. In the case of vacant Units, if a rodent, vector or insect problem exists, the BOD shall have the authority to hire an exterminator to prevent the spread of the nuisance to the adjacent Units, to include gaining access to the Unit and charging the Owner the cost involved."

Article XI: Easements

1. The first paragraph is revised to read:
"All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities established prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties and Riverwalk Towns."

Article XII: General Provisions

3. Section 3 (Amendment) The second sentence is revised to read:
"This Declaration may be amended by an instrument signed by not less than 67% of the Lot Owners."
4. Section 4 (FHA/VA/FNMA Approval) is deleted in its entirety.
5. Section 5 (Duty to Maintain) is renumbered to Section 4.

Article XIII: Electrical Service

This Article is deleted and replaced with the following:
"The Association contracts with Progress Energy to provide streetlights for the community."

Article XIV: Right of Institutional Lenders

The following introductory sentence is added to the beginning of Article XIV:

"Owners shall provide Institutional Lenders notice and/or information as follows:"

1.b Section 1.b is deleted in its entirety.
1.c Section 1.c is renumbered to become Section 1.b.
4.c Section 4.c is revised to read as follows: "Of any default by the Lot mortgagee's obligation hereunder not cured within 30 days of said default."
4.e Section 4.e is deleted in its entirety.

Article XV: Resolving Conflicts
The following new article is added:

ARTICLE XV: RESOLVING CONFLICTS

The BOD shall have the power to mediate disputes and render decisions that are final for matters outside of legal and civil code. Matters brought before the BOD will be considered in open session, with a majority of the BOD voting to decide if a violation of the Covenants or By-Laws has occurred. During such a vote, all concerned parties shall be invited to participate and speak their position.

If such a violation is deemed to have occurred, the BOD is empowered to collect restitution, levy fines, restrict maintenance services, restrict voting rights or any combination thereof on the guilty parties, within the limits set forth by North Carolina statute.

If fines or requests for restitution go unanswered, the BOD is empowered to assess for the amount in question within the limits set forth by North Carolina statute.

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