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WAKE COUNTY, NC 493
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/20/2005 AT 13:40:57

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STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITEHALL TOWNHOUSES

Hold: Box 39

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Whitehall Townhouses, made this 23 day of November, 2004 by the lot owners and members of Whitehall Community Services, Inc. (hereinafter, "the Association"),

WITNESETH:

THAT WHEREAS, the original Declarant caused to be recorded on 25 March 1976 a Declaration of Covenants, Conditions and Restrictions for Whitehall Townhouses (hereinafter, "Declaration"), in Book 2397, Page 31 of the Wake County Registry; and

WHEREAS, Article XIII, Section 3 of the Declaration provides that such Declaration may be amended at this time with the affirmative written consent of two-thirds (2/3) of the votes of the members of the Association. All amendments shall be executed by the Association and certified by and officer of the Association that two-thirds (2/3) of the members have consented to such amendment in writing and shall be recorded in the Wake County Registry, to become effective upon recordation.

NOW, THEREFORE, the undersigned do hereby declare that the Declaration of Covenants, Conditions and Restrictions for Whitehall Townhouses shall be amended as follows:

1. To amend Article VIII of the original Declaration by deleting that Section in its entirety and inserting in lieu thereof the following:

"ARTICLE VIIII

EXTERIOR MAINTENANCE

Section 1. Association Responsibility. In addition to maintenance of the Common Areas, and subject to the provisions or Article XII hereof, the Association shall provide exterior maintenance upon each Lot and Garage Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, exterior storage sheds, trees, shrubs, grass, walks, and other exterior improvements (except as specifically exempted and assigned as an individual owner responsibility herein). Such exterior maintenance shall not include glass surfaces or utility systems serving a particular lot, nor shall such exterior maintenance include items assigned as the responsibility of the individual owner in Section 3 below. Maintenance or repair occasioned by an act of God or other event which is covered under an ordinary policy of homeowner's insurance in the State of North Carolina is also excluded as the responsibility of the Association. (As a matter of information to members of this Association, the developers wished to make it known that it is a part of the original plan of development to construct a variety of dwellings, some of which will be served by garages. Some dwellings may require more maintenance than others and owners of lots not served by a garage will not benefit directly from the

exterior maintenance of garages. Nevertheless, it is believed that all members of the Association will be benefited by providing exterior maintenance and that a uniform rate of charge therefore should be made without regard to the actual cost of maintenance of each dwelling or garage. It is acknowledged that garage lot owners do pay a separate annual assessment as a result of ownership of a garage which is not accompanied by the ownership of a townhome within Whitehall).

Section 2. Optional Owner Maintenance. At his election, the owner of any Lot may elect to maintain the area within any private patio wall (such walls have two sides) at the rear of his Lot provided such area is maintained in a neat and orderly manner compatible with general maintenance of the Common Area. Further, the owner of any Lot may at his election plant trees, shrubs, flowers and grass in his rear yard and may also maintain portions or all of his rear 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. No such maintenance by a Lot owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such owner fails to maintain his rear yard or patio area in a neat and orderly manner, the Association may revoke the Owner's maintenance rights for a period not to exceed one year. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

Section 3. Owner Maintenance. To the extent not delegated as a maintenance responsibility of the Association, each Lot Owner shall be responsible for maintaining his Lot, including all improvements thereon, in a neat, orderly, safe, sightly and attractive condition. Specifically, every Owner shall provide exterior maintenance upon each Lot and Garage Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for all decks and fences which are located on the individual Owner's Lot.

In the event that any Owner fails to perform maintenance or repair upon his Lot as required herein, or in the event that the need for maintenance or repair for which the Association is responsible is caused through the willful or negligent act of the Owner, his family, guests, tenants and/or invitees, the Association shall be empowered to perform such maintenance or repair, and the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject."

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

3. Except as amended hereinabove, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

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CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITEHALL TOWNHOUSES

By authority of its Board of Directors, Whitehall Community Services, Inc. hereby certifies that the foregoing instrument has been duly authorized by an affirmative written consent of two-thirds of its Members at a lawfully convened meeting of the membership and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Whitehall Townhouses.

WHITEHALL COMMUNITY SERVICES, INC.

By: _____
President

WHITEHALL COMMUNITY SERVICES, INC. 1976 CARY, N.C.

ATTEST:

_____
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Julie A. Price, a Notary Public of the County and State aforesaid, certify that Michael L. Herman, personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of Whitehall Community Services, 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, sealed with its corporate seal and attested by Michael L. Herman as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 23rd day of November, 2004.

Notary Public

My commission expires: 2/9/08

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JULIE A. PRICE NOTARY Exp. 2-9-2008 PUBLIC WAKE COUNTY, N.C.

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WAKE COUNTY NORTH CAROLINA

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

North Carolina – Wake County

The foregoing certificate___ of Julie A. Price

_____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: P. Anne Redd

Assistant/~~Deputy~~ Register of Deeds

This Customer Group

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_____ New Time Stamp

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