

Prepared by and return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WINDBROOKE  
TOWNHOMES

COUNTY OF WAKE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Windbrooke Townhomes is made this 24 day of July, 2019 by seventy-five percent (75%) of the Lot Owners of Windbrooke Townhomes Association, Inc. and the Windbrooke Townhomes Association, Inc.

WITNESSETH:

THAT WHEREAS, the original Declarant caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Windbrooke Townhomes at book 4251, page 731 of the Wake County Register of Deeds ("the Declaration");

WHEREAS, the Declaration allows seventy-five percent (75%) of the Lot Owners to amend the Declaration;

WHEREAS, not less than seventy-five percent (75%) of the Lot Owners of Windbrooke Townhomes Association, Inc. ("the Association") desire to amend the Declaration to clarify that the Association is not responsible for exterior deck repair or replacement and to make the Owners responsible for the exterior decks on the townhomes;

NOW THEREFORE, the undersigned does hereby declare that the Declaration shall be amended as follows:

1. To delete Article VIII, Section 1 in its entirety and replace it with the following:

## ARTICLE VIII

### EXTERIOR MAINTENANCE

Section 1. In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Declarant or the Association, exterior post lights (excluding electricity therefor), and other exterior improvements. Such exterior maintenance, repairs or replacement shall not include the exterior decks of the townhomes on the Lots, nor glass surfaces, screens, awnings, and if permitted, approved additions to dwellings made after completion of the initial dwelling (unless maintaining of such addition is affirmatively assumed by the Association). 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. Any owner who fences in his rear yard, if permitted, shall be required to maintain such area. 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 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 may plant any vegetation in the front yard so long as such is consistent with the Architectural Guidelines for the Association. 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.

(As a matter of information to future members of this Association, the developers wish to make it known that it is a part of the original plan of development to construct a variety of dwellings with a variety of exteriors for the good of the entire subdivision. Some dwellings may require far more maintenance than others because of the types of exterior exposures. 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 all members of the Association will be benefited by the variety of exteriors and, therefore, the Association should provide exterior maintenance and make a uniform rate of charge without regard to the actual cost of maintenance of each dwelling.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, or employees, or subcontractors, the cost of such maintenance and repair will be added to the assessment to which such lot is subject.”

2. To delete Article VIII, Section 2 in its entirety and replace it with the following:

“Section 2. Maintenance by Owner. Except as specifically set forth in Section 1 of Article VIII, the Owner shall be responsible for maintenance, repair and replacement of the townhome, including all portions of the exterior decking, including posts, beams, deck boards, stringers and all structural components of the decks. The Owner shall keep the exterior deck in a well maintained and safe condition. In no case shall any change be made to the decks of the townhomes without the express approval of the Association as set forth in Article VI of the Declaration. In cases where maintenance or repair is required in this Declaration to be done or made by an Owner, and such maintenance or repair has not commenced within sixty (60) days, or if commenced, is not completed within a reasonable time thereafter, the Association may, upon thirty (30) days written notice to such owner, make or complete such maintenance or repairs, and the cost thereof shall be an additional assessment applicable only to such lot and Owner, and shall be payable as determined by the Board of Directors. Provided however, under no circumstance will the Association be liable for any claim arising out of or related to an unsafe condition on the exterior decks of the townhomes on the Lots.”

3. Except as set forth herein, all other provisions in the Declaration shall remain unchanged.

4. This amendment shall become effective upon filing with the Wake County Register of Deeds Except as amended hereinabove, the remaining portions of the Declaration as originally existed and subsequently amended are hereby restated and re-acknowledged.

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR WINDBROOKE TOWNHOMES

By authority of its Board of Directors, the undersigned hereby certify that the foregoing instrument has been duly approved by the written instrument of not less than seventy-five percent (75%) of the Lot Owners in Windbrooke and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Windbrooke, pursuant to the requirements of Article XII of the Declaration.

WINDBROOKE TOWNHOMES  
ASSOCIATION, INC.

By: [Signature]  
President

ATTEST:

[Signature]  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

ACKNOWLEDGMENT

I, W. LEE CREIGHTON, a Notary Public of the County and State aforesaid, certify that DENNIS VELEZ, personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of Windbrooke Townhomes 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 its President and attested by MANCY VAN DINK as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 27 day of JULY, 2019.

My commission expires:  
5 MAY 2024

