

For Registration Register of Deeds
Judy D. Martin

Moore County, NC

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Prepared by and return after recording to:

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STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS FOR JUNIPER CREEK
VILLAGE

MOORE COUNTY

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR JUNIPER CREEK VILLAGE, is made as of this 16 day July 2020, by the affirmative vote of Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Juniper Creek Townhomes Association ("Association") are allocated.

WITNESSETH:

WHEREAS, Pinehurst Enterprises, Inc., as Declarant, caused to be recorded that Declaration of Covenants, Conditions, Easements, and Restrictions for Juniper Creek dated July 30, 1985, recorded in Book 534, Page 781 of the Moore County Registry ("Declaration"); and

WHEREAS, pursuant to Article XVI, Section 3 of the Declaration and N.C.G.S. § 47F-2-117 (a), at the current time, the Declaration may be amended by a written instrument signed by Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and

WHEREAS, the members of the Association are desirous of making certain conforming changes and clarifications to the Declaration to better reflect the character and nature of the Juniper Creek Subdivision, and the members of the Association are also desirous of making certain changes to better provide for the corporate governance and proper administration of the Association; specifically, changes to reflect the absence of patios and fencing; changes related to exterior maintenance responsibilities, party walls and easements for support thereof; and changes related to amendments and compliance with the Chapter 47F of the North Carolina General Statutes, and technical and conforming changes related to references to exhibits; and

WHEREAS, the Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated desire to amend the Declaration as set forth below, and as evidenced by the written assent hereinunder.

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

1. Article V, Section 2 of the Declaration is deleted in entirety, and the following is inserted in lieu thereof (new language appears in bold):

“Section 2. Purpose of Assessments. The assessments or charges levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and in particular for the maintenance, repair, and reconstruction of the exterior of the townhouse units and maintenance of the common streets and parking areas and for the acquisition, improvement, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise. In addition, expenditures by the Association for the landscaping, planting and maintenance of areas with Lots, but lying outside of residence buildings and **decks**, shall be deemed expenditures for the recreation, health, safety and welfare of the residents of the Properties and are hereby authorized.”

2. Article VIII of the Declaration is deleted in entirety, and the following is inserted in lieu thereof (new language appears in bold):

“EXTERIOR MAINTENANCE. In addition to maintenance upon 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 of walks, roofs, exterior building surfaces, trees, shrubs, and other exterior Improvements, including vegetation in those portions of each Lot lying outside of the residence building and **deck**. Such exterior maintenance shall not include glass surfaces, **gutters and downspouts, garage doors**, and each Owner shall be required to maintain his own glass, **his own gutters and downspouts, his own garage door(s)**, and his own deck. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair, or replacement is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance, replacement, or repairs incurred by the Association,

shall be added to and become a part of the assessment to which such Lot is subject.”

3. Article IX of the Declaration is deleted in entirety, and the following is inserted in lieu thereof:

“INTERIOR MAINTENANCE. Each Owner shall maintain, repair, and replace at his expense all Interior portions of the Improvements on his Lot which shall need repair, including decks located on the Lot, if any, and all bathroom and kitchen fixtures, light fixtures or other electrical or plumbing equipment, pipes and fittings serving an Owner’s unit. Further, each Owner shall repair, maintain and replace at his own expense when necessary the heating and air conditioning systems servicing his dwelling, whether located on his Lot or in the Common Area adjacent to the Lot.”

4. Article X of the Declaration is deleted in entirety.

5. Article XI, Section 7 of the Declaration is deleted in entirety, and the following is inserted in lieu thereof:

“Section 7. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area within the Properties.”

6. Article XII, paragraphs three and four of the Declaration are deleted in entirety, and the following is inserted in lieu thereof:

“All attachments to the exterior walls of a townhouse which are a part thereof but which protrude beyond the delineated boundaries of the Lot upon which the dwelling is located, and which were constructed in conformity with the plans and specifications, shall be deemed to be included within said delineated boundaries and there is hereby reserved an easement to permit the construction of and continued existence of any such protruding attachment.

Each Owner of a Lot with a concrete walk which encroaches on the Common Area owned by the Association shall have an easement over that portion of the Common Area affected by the encroaching walk for the purpose of using said portion of the Common Area for his own benefit.”

7. Article XIV, Section 1, paragraph one of the Declaration is deleted in entirety, and the following is inserted in lieu thereof (new language appears in bold):

“Section 1. Approval of Owners and Holders of First Deeds of Trust. Unless at least seventy-five percent (75%) of the Owners and holders of first deeds of trust on Lots located within the property described in Schedule A have given their prior written approval, the Association shall not:”

8. Article XVI, Section 3 of the Declaration is deleted in entirety and the following is inserted in lieu thereof (new language appears in bold):

“Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended **pursuant to the provisions of N.C.G.S. § 47F-2-117 (a).**”

9. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration.

10. This Amendment will be effective upon recordation in the office of the Moore County Register of Deeds.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR JUNIPER CREEK VILLAGE

By authority of its Board of Directors, Juniper Creek Townhomes Association hereby certifies that the foregoing instrument has been duly authorized by the written signatures of Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Juniper Creek Townhomes Association are allocated and is, therefore, a valid Amendment to the existing Declaration of Covenants, Conditions, Easements, and Restrictions for Juniper Creek Village.

JUNIPER CREEK TOWNHOMES
ASSOCIATION

By:


President

ATTEST:


Vice President

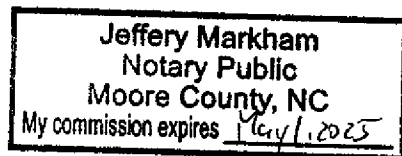
STATE OF NORTH CAROLINA

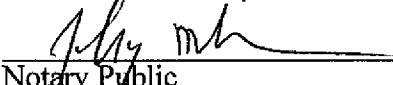
ACKNOWLEDGMENT

COUNTY OF MOORE

I, Jeffery Markham, a Notary Public of the County and State aforesaid, certify that Laurrette C. Carter, personally came before me this day and acknowledged that he/she is Secretary of Juniper Creek Townhomes Association, 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 as its Secretary.

Witness my hand and official stamp or seal, this 31 day of August, 2020.




Notary Public

Jeffery Markham
Printed Name

My commission expires: May 1, 2025