

WAKE COUNTY, NC 23  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
04/23/2014 AT 08:55:57

BOOK:015637 PAGE:01126 - 01132

Prepared by and return to:  
Bagwell Holt Smith P.A.  
111 Cloister Court, Ste. 200, Chapel Hill, NC 27514

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKESTONE VILLAGE TOWNHOMES**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Lakestone Village Townhomes (the "First Amendment") is made this 11<sup>th</sup> day of April, 2014, by **LAKESTONE VILLAGE TOWNHOME OWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation, hereinafter referred to as the "HOA". The HOA states and declares as follows:

A. Lakestone Partners LLC ("Lakestone Partners") previously made that certain Declaration of Covenants, Conditions and Restrictions for Lakestone Village Townhomes recorded on August 4, 2004 in Book 12164 Page 1265, Wake County Register of Deeds (the "Declaration").

B. Lakestone Partners assigned all rights, privileges and responsibilities held by Lakestone Partners as Declarant under the Declaration to CRM Mid-Atlantic Properties, LLC ("CRM") via that Assignment of Declarant Rights of record at Book 14651 Page 35, Wake County Registry.

C. CRM assigned all rights, privileges and responsibilities held by CRM as Declarant under the Declaration to KB Home Raleigh-Durham, Inc. ("KB Home") by that Assignment of Declarant Rights of record at Book 14992 Page 1760, Wake County Registry.

D. Pursuant to Article XIV, Section 3 of the Declaration, the Declaration may be amended by an instrument signed by not less than eighty percent (80%) of the Owners.

E. KB Home, as Declarant, joins in the execution of this Amendment to evidence its consent to the terms of the Amendment.

NOW THEREFORE, the HOA hereby amends the Declaration as follows:

1. All references to "Townhome Common Elements" throughout the Declaration shall be deleted and replaced with "Common Elements".
2. The third paragraph following the heading "WITNESSETH" on page one of the Declaration is hereby deleted in its entirety and replaced with the following:

WHEREAS, the Members of the Lakestone Village Townhome Owners Association, Inc., shall

be responsible for paying the Common Expenses of the Lakestone Village Townhome Owners Association, Inc. as well as sharing the Common Expenses of the Lakestone Village Owners Association, Inc. with Members of the other sub-associations.

3. Article I, Section 17 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Townhouse Common Elements” shall mean that portion of the Common Elements located within the Townhome Property and intended to be used exclusively by Owners of Townhome Lots.

4. Article I, Section 18 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Townhome Common Expenses” shall mean actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the exclusive benefit of Owners of Townhome Lots.

5. The following is added as an additional Article I, Section 19 of the Declaration:

“Common Elements” shall mean and refer to all property, and any improvements thereon, wherever located, owned or leased by the Association or subjected to an easement or license in favor of the Association for the common use and enjoyment of Members. Common Elements shall include all water and sewer lines serving more than one Lot and located outside any public rights-of-way or utility easements. Common Elements shall include any drainage easements, stormwater pipes, detention and retention facilities serving more than one Lot and not accepted by any governmental authority for maintenance. Common Elements shall include Townhome Common Elements.

6. The following is added as an additional Article I, Section 20 of the Declaration:

“Common Expenses” shall mean and include, as applicable:

- (a) all sums lawfully assessed by the Association against its members;
- (b) Expenses for maintenance of the roads, streets, rights of way, open space areas, and any amenities as provided in this Declaration;
- (c) Expenses of administration, rental, maintenance, repair, or replacement of the Common Elements;
- (d) Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws;
- (e) Hazard, liability or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase; or as the Association may deem appropriate to purchase;
- (f) Ad valorem taxes and public assessment charges lawfully levied against Common Elements;
- (g) The expense of the maintenance of lakes and ponds and the dams and other

appurtenances associated therewith, private drainage and utility easements and facilities located therein which are within the boundaries of the Property, cross Common Properties of the Property and serve both the Property and lands adjacent thereto;

(h) The expense of maintenance of any alleys, roads, streets, easements, amenities, taxes or any other expense item associated with any Common Element not located on the Property but permitted to be used by the members of this Association by any adjoining landowner, association or other entity pursuant to any cross-easement, cross-access or other agreement by the Association with the adjoining land owner;

(i) Expenses for maintenance of security devices or personnel;

(j) Expenses for the maintenance of pedestrian easements as shown on any recorded map of the Property; and as may be required by this Declaration;

(k) Expenses of assessments of any other owners association which by virtue of this Declaration or any agreement between the Association and any other owners association may be imposed on the Association or the members of the Association for maintenance of any of the Common Elements within the Property by the other association or for security or maintenance of roads, streets and Common Elements outside the bounds of the Property, including security installations and security personnel so long as the same benefits the members of this Association;

(l) Expenses of insurance for protection of the Officers and Directors of the Association acting in their capacity as Officers and Directors of the Association;

(m) Lawn maintenance on all Lots and Townhome Lots; and

(n) Any other expenses determined by the Board or approved by the members to be common expenses of the Association.

7. The following is added as an additional Article I, Section 21 of the Declaration:

“Townhome Building” shall mean any building comprised of residences located upon Townhome Lots.

8. The following is added as an additional Article I, Section 23 of the Declaration:

“Townhome Lot” shall mean any Lot designated for construction and maintenance of a townhome residence.

9. The following is added as an additional Article I, Section 24 of the Declaration:

“Townhome Property” shall mean any portion of the Property that Declarant shall designate for development and subdivision into Townhome Lots and Townhouse Common Elements.

10. The following is added as an additional Article IV, Section 15 of the Declaration:

Townhome Assessments. The Board may levy assessments against Townhome Lots to fund actual and estimated expenses incurred by the Association for the primary benefit of Townhome Lots and Townhome Property. Further, Townhome assessments may be reduced by any reduced level of maintenance necessary for the Townhome Lots as compared to the level of maintenance

necessary for all Lots. Townhome assessments shall be levied as specifically budgeted from time to time by the Board for expense items such as maintenance, insurance or special services. In addition, the Board shall levy a Townhome assessment upon the request of the Owners holding two-thirds (2/3) of the total association vote applicable to Townhome Lots.

11. The first paragraph of Article VIII, Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following:

The Association shall provide exterior maintenance to each Townhome Building as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Declarant or approved by the Association, exterior post lights (excluding electricity therefor), and other exterior improvements and betterments. Notwithstanding the foregoing, such exterior maintenance shall not include glass surfaces, or screens for windows and doors, or any improvements contained within courtyards or areas secured by the owner or the repair or reconstruction of any improvements on any Townhome 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.

Further, the Association shall provide lawn maintenance to each Townhome Building, Townhome Lot, and Lot.

In order to enable the Association to accomplish the foregoing, a perpetual easement in gross over all the Lots is hereby granted to the Association for the purpose of unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article. The Owner of any Lot may, with the prior written approval of the Association, plant harmonious trees, shrubs, flowers and grass in his yard and maintain portions or all of his yard, provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the Townhome Building and the remaining spaces. No such maintenance by an Owner shall reduce any assessments payable by him to the Association. The Association shall not be responsible for damage to vegetation planted by a Lot Owner. If, in the opinion of the Association, any such Owner fails to maintain his yard in a neat and orderly manner, the Association may revoke the Owner's maintenance rights for a period of not more than one year. In the event that the need for maintenance or repair by the Association pursuant to this subsection is caused through the willful or negligent act of any Owner, his family, guests, invitees or delegates, the cost of such maintenance and repair shall be assessed against the Lot(s) of such Owner(s) as a Specific Assessment pursuant to Article IV, Section 4 above, and may be collected by the Association as provided in Article IV.

[The Remainder of this Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the HOA and Declarant have caused this Amendment to be executed as of the date first stated above.

**CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKESTONE VILLAGE TOWNHOMES**

By authority of its Board of Directors, the undersigned hereby certifies that the foregoing instrument has been duly executed by the Owners of eighty percent (80%) of the votes of the Association and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Lakestone Village Townhomes recorded on August 4, 2004 in Book 10957 Page 359, Wake County Register of Deeds.

**HOA:**

**LAKESTONE VILLAGE TOWNHOME OWNERS ASSOCIATION, INC.,**  
a North Carolina non-profit corporation



By: \_\_\_\_\_  
Print Name: DAVID CUSHING  
Title: President

ATTEST:

By: [Signature]  
Secretary

North Carolina  
Wake County

I, Rachel Douglas, a Notary Public of the county and state aforesaid, do hereby certify that David Cushing personally came before me this day and acknowledged that he/she is the President of Lakestone Village Townhome Owners 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 ERIN GULLIKSON as its Secretary.

Witness my hand and notarial seal, this the 11<sup>th</sup> day of April, 2014.

My commission expires April 15, 2017



[Signature]  
Notary Public

IN WITNESS WHEREOF, the HOA and Declarant have caused this Amendment to be executed as of the date first stated above.

DECLARANT:

KB HOME RALEIGH-DURHAM INC.,  
a Delaware corporation

By: [Signature]

Print Name: Tom Sewitsky

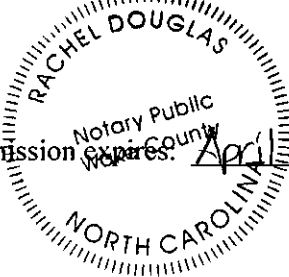
Title: DIVISION PRESIDENT

North Carolina  
Wake County

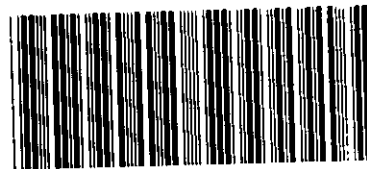
I, Rachel Douglas, a Notary Public of the county and state aforesaid, do hereby certify that Tom Sewitsky III personally came before me this day and acknowledged that he/she is the Division President of KB HOME Raleigh-Durham, Inc., a Delaware corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Tom Sewitsky III.

Witness my hand and notarial seal, this the 11th day of April, 2014.

My commission expires: April 15, 2017



Rachel Douglas  
Notary Public



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**Please retain yellow trailer page**

It is part of the recorded document and must be submitted with the original for re-recording.

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**Laura M. Riddick**  
**Register of Deeds**  
Wake County Justice Center  
300 South Salisbury Street, Suite 1700  
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

**This Customer Group**

**This Document**

\_\_\_\_\_ # of Time Stamps Needed

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