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NORTH CAROLINA  
WAKE COUNTY

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CELEBRATION SQUARE HOMEOWNERS ASSOCIATION, INC.**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Celebration Square Homeowners Association, Inc. (hereinafter referred to as “First Amendment”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by **CELEBRATION SQUARE HOMEOWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation (hereinafter referred to as “Association”). The Association states and declares as follows:

A. The Association previously made that certain Declaration of Covenants, Conditions and Restrictions for Celebration Square Homeowners Association, Inc. recorded in Book 8434 Page 1423, Wake County Register of Deeds (hereinafter, “Declaration”).

B. Pursuant to Article XIII, Section 3 of the Declaration, the Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots within a term of twenty-five (25) years from the date the Declaration is recorded.

C. The Declaration was recorded with the Wake County Register of Deeds on October 8, 1999.

**NOW, THEREFORE,** the Association hereby amends the Declaration as follows:

1. By striking Article IX, Section 2 in its entirety and in its place inserting the following, which shall be entitled “Section 2. Nuisance.” and shall read as follows:

“Section 2. Nuisance. No noxious or offensive activity shall be conducted on any Lot. Each Owner of any Lot, their family, tenants, guests, permittees, and invitees, shall refrain from any act or use of the Lot or Properties which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to any other Owners, their families, guests, permittees, and invitees. Without limiting the generality of the foregoing, the following shall not be permitted, used, or placed on any Lot or Properties, or any portion thereof: no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, no discharge of firearms or fireworks. The Board of Directors shall have the power to adopt, publish, amend and enforce rules and regulations governing these prohibited activities by Members of the Association and to establish penalties for the infraction thereof.”

2. By striking Article IX, Section 3 in its entirety and in its place inserting the following, which shall be entitled “Section 3. Animals.” and shall read as follows:

“Section 3. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets may be permitted in or on a Lot. All pet animals must be secured by a leash or lead and under the control of a responsible person at any time they are permitted outside the Lot or on the Homeowners Common Area. Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees, and invitees and to the Association, for any and all damage to person or property caused by any such pet brought upon or kept on the Properties by each Owner, Owner’s tenant, family, guests, permittees, or invitees. Each Owner or Owner’s tenant, families, guests, permittees, and invitees keeping pets on a Lot will comply with all requirements of law applicable to such animals. The Board of Directors shall have the power to adopt, publish, amend and enforce rules and regulations governing the keeping of pets by Members of the Association and to establish penalties for the infraction thereof.”

3. By striking Article IX, Section 7 in its entirety and in its place inserting the following, which shall be entitled “Section 7. Signs.” and shall read as follows:

“Section 7. Signs. No sign of any kind or character shall be erected on any portion of any Lot, or displayed to the public on any portion of any Lot, without the prior written consent of the Board of Directors, except customary name and address signs, one customary “For Sale” sign advertising a Lot for sale, standard sign notices of automatic security systems, and a sign required by legal proceedings. The restriction herein stated shall include the prohibition of the placement of any sign in or upon any motor vehicle.”

4. The following new Section 10 shall be added to Article IX:

“Section 10. Leasing of Lots.

(a) Definition. “Leased or Leasing” for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any Person other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or compensation of any sort.

(b) Leasing Provisions.

(i) General. No more than thirty-three percent (33%) of the Lots may be Leased and/or occupied by any Person. Lots may be rented only in their entirety; no fraction or portion may be Leased. All leases shall be in writing and shall be for an initial term of no less than twelve (12) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board of Directors, shall be given to the Board by the Owner of the Lot within ten (10) days after execution of the lease. The Owner shall make available to the lessee current copies of the Declaration, Supplemental Amendments, Bylaws, and the rules and regulations available from the Association. The Board of Directors may adopt reasonable rules regulating Leasing and subleasing.

(ii) Compliance with Declaration, Bylaws and Rules and Regulations. Every Owner shall cause all lessees of the Owner’s Lot to comply with the Declaration, Bylaws, and any applicable Supplemental Amendments, and the rules and regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common Areas caused by such Persons. In the event of violations or losses, lessee and Owner may be jointly and severally liable and may be sanctioned for any violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant to the foregoing.

(c) Notice of Lease and Non-Resident Owner. Owners of a Lot shall provide the Association with written notice of any and all tenants occupying the Lot. Owner shall provide the Association with written notice of Owner’s forwarding address and contact information. Absent written notification of any change in Owner’s address, the Association shall use the Lot address for any and all notice to that Owner that may be required by the Association’s controlling documents and by law.”

5. The following new Section 11 shall be added to Article IX:

“Section 11. Antennas; Satellite Dishes. No antennas, aerials, satellite dishes or other reception devices having a diameter or diagonal measurement greater than one meter shall be installed on any Lot. The antenna, aerial, satellite dish or other reception device shall be located on that portion of the Lot which is least visible from public view and shielded so as to minimize any risk and to ensure a nuisance is not created. The Board of Directors shall have the power to adopt, publish, amend and enforce rules and regulations and to establish penalties for the infraction thereof.”

6. The following new Section 12 shall be added to Article IX:

“Section 12. Window Air-Conditioners; Window Treatments. No air-conditioner shall be installed in any window so that it protrudes through any exterior wall of such Lot. All window treatments visible from the outside of the Lot shall conform to approved guidelines in accordance with Architectural Control provisions contained in Article V. No bedsheets, newspaper, tin foil, or similar material may be used as window treatments.”

7. The following new Section 13 shall be added to Article IX:

“Section 13. Trash Containers and Collection. No garbage or trash shall be placed or kept on a Lot except in covered containers of a type, size, and style which are approved by the Board of Directors or as required by the applicable governing jurisdiction, and subject to rules promulgated by the Association. No person shall burn rubbish, garbage, or any form of solid waste on the Lot or Homeowners Common Area or within the right of way of any street within the Properties. The Association may contract with a waste disposal service for disposal of household waste generated by Members on the Properties and may promulgate rules related to garbage.”

8. Capitalized terms in this Amendment not otherwise defined herein shall have the same meaning as provided in the Declaration.

9. Except as amended hereinafter, the remaining portions of the Declaration are and shall remain unchanged and in full effect.

10. This amendment to the Declaration of Covenants, Conditions and Restrictions for Celebration Square Homeowners Association, Inc. shall be effective from the date of its recording in the Wake County Register of Deeds.

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IN WITNESS WHEREOF, the Board of Directors for the Association has hereunto affixed its certification for the purpose of enacting the foregoing amendment.

**CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CELEBRATION SQUARE HOMEOWNERS ASSOCIATION, INC.**

By authority of the Board of Directors, the undersigned hereby certified that the forgoing instrument has been duly executed by the Owners of ninety percent (90%) of the Lot Owners, and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Celebration Square Homeowners Association, Inc. recorded in Book 8434 Page 1423 Wake County Register of Deeds.

**CELEBRATION SQUARE HOMEOWNERS ASSOCIATION, INC.,**  
a North Carolina non-profit corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the country and state aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the \_\_\_\_\_ of Celebration Square Homeowners 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 \_\_\_\_\_ and attested by \_\_\_\_\_ as its \_\_\_\_\_.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_