

WAKE COUNTY, NC 181
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/24/2011 AT 11:26:54

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Prepared by and return to: Henry W. Jones, Jr.
Jordan Price Wall Gray Jones & Carlton
P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SUNCREEK

COUNTY OF WAKE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions is made this 18 day of May, 2011, by the members of the Suncreek Townhomes Homeowners Association, Inc. ("Association").

WITNESSETH:

THAT WHEREAS, Sunbelt Limited of Raleigh, a North Carolina corporation, caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Suncreek in Book 3150, Page 305 of the Wake County Registry ("Declaration"); and

WHEREAS, Article XII, Section 3 of the Declaration provides that the Declaration may be amended by approval of not less than seventy-five percent (75%) of the Lot Owners; and

WHEREAS, at least seventy-five percent (75%) of the Lot Owners desire that the Declaration be amended as set forth below; and

WHEREAS, Article XII, Section 3 of the Declaration further provides that any amendment must be recorded in the Office of the Register of Deeds of Wake County;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Covenants, Conditions and Restrictions for Suncreek shall be amended as set forth below:

1. Article VIII, Section 1 is amended by deleting the last sentence in the Section which reads "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, the cost of such assessment to which such lot is subject" and inserting in lieu thereof the following:

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, the cost thereof shall be an additional assessment applicable only to such Unit or Lot and added to the assessment which such Unit or Lot is subject.

2. Article IX, Section 1(i)(b) is amended by deleting the first sentence in the subparagraph and inserting in lieu thereof the following:

(b) such other risks as from time to time customarily shall be covered with respect to buildings similar to the Buildings in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, subject to such deductible amounts as the Board shall determine.

3. Article IX, Section 1 is amended by adding the following as new subsection (v):

(v) Whenever the maintenance, repair or replacement of any items for which the Owner of a Unit or Lot is obligated to maintain, replace or repair at its own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement except that the Owner of such Unit or Lot shall be, in said instance, required to pay such portion of the costs of such maintenance, repair or replacement as shall, by reason of the applicability of any deductibility provision, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

4. Except as specifically amended hereinabove, the remaining provisions of the Declaration are hereby reacknowledged and reaffirmed in every respect.

5. This Amendment shall be effective upon recordation in the Office of the Register of Deeds of Wake County, North Carolina.

WHEREFORE, the President and Secretary of the Association have hereunto affixed the corporate certification for the purpose of enacting the foregoing amendment.

CERTIFICATION OF VALIDITY OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

By authority of its Board of Directors, the undersigned hereby certify that the foregoing instrument has been duly approved by at least seventy-five percent (75%) of the Lot Owners in Suncreek and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions.

SUNCREEK TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.

By: Tonia Michelle Webb
President

ATTEST:

Dwight W. Beane
Secretary

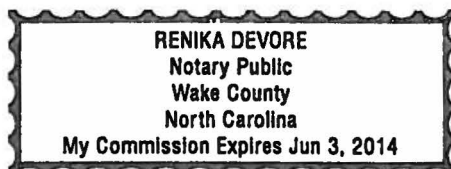
STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Renika Devore, a Notary Public of the County and State aforesaid, certify that Dwight W. Beane, personally came before me this day and acknowledged that s/he is Secretary of the Suncreek Townhomes 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 President and attested by Dwight W. Beane as its Secretary.

Witness my hand and official stamp or seal, this 18 day of May, 2010.



Renika Devore
Notary Public

Renika Devore
Printed Name

My commission expires: June 3, 2014