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AMENDMENT TO DECLARATION
(Liberty Square Townhomes)

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Prepared by Steven H. Bouldin
Return to Keziah, Gates & Samet, LLP, Post Office Box 2608, High Point, North Carolina 27261

THIS AMENDMENT, dated May 10, 2010 by **LIBERTY SQUARE TOWNHOME HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation (the "Association").

Recitals:

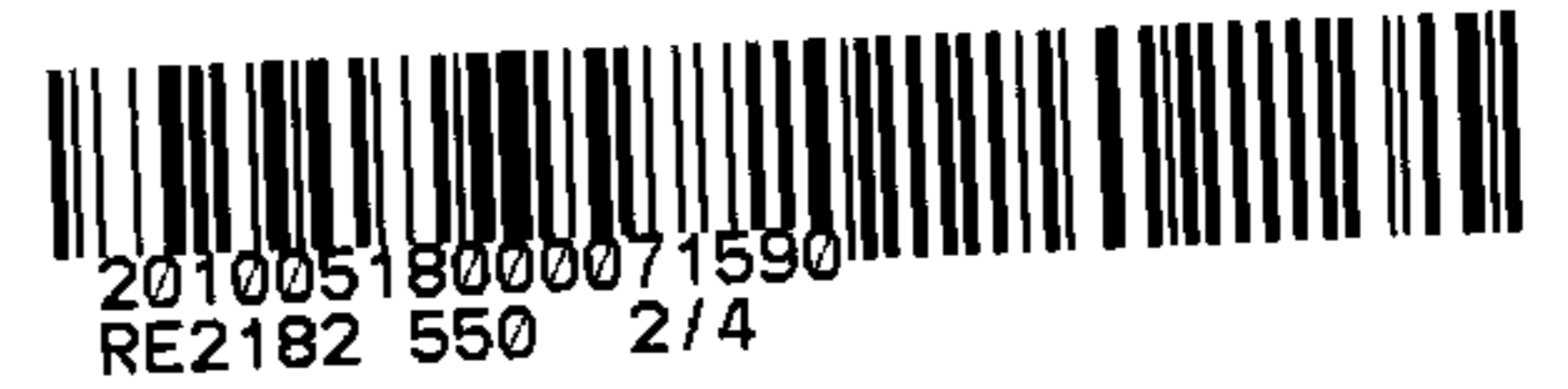
Liberty Square Townhomes are a residential subdivision are governed by the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 5453, at Page 1071, Guilford County Registry, and Deed Book 1746, at Page 1759, Randolph County Registry (the "Declaration"). As provided in Article XI of the Declaration, the following amendment to the Declaration was approved with the consent of the owners entitled to cast at least eighty percent (80%) of the votes of the Association.

NOW, THEREFORE, Article VII of the Declaration is hereby deleted in its entirety and replaced with the following new Article VII:

ARTICLE VII
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance To Be Performed By The Association. The Association shall maintain the Common Area and shall maintain the grounds of each Lot which is subject to assessments hereunder, in such manner as reasonably determined by the board of directors, as follows:

Landscaping. The Association shall (i) mow, seed and fertilize all grassed areas, (ii) add mulch or pine needles, (iii) remove dead or diseased plants, trees or shrubs on the Common Area or on a Lot, if such plants, trees or shrubs were planted by the Declarant or Association, (iv) replace dead or diseased plants, trees or shrubs planted by the Declarant or the Association; and (v) prune all plants, trees or shrubs planted by the Declarant or the Association.



(b) Exterior Dwelling Maintenance. The Association shall provide exterior maintenance for the dwelling located on each Lot which is subject to assessments hereunder, as follows:

(i) paint, repair and replace exterior siding, eaves cladding, and window frames, (ii) paint window shutters, (iii) repair and replace roofs (including sheathing, shingles, chimney caps, air vents, gas vent and cap, plumbing vent, and flashings for roof penetrations) but only where the need for such repair and/or replacement was caused by ordinary wear and tear, (iv) repair and replace gutters and downspouts but only where such need for repair and replacement was caused by ordinary wear and tear, and (v) cleaning the exterior cap and screening of dryer vents, but not cleaning dryer ductwork.

For Lots which have an enclosed porch or sunroom or similar improvement, the Association shall have no repair or maintenance responsibility for the exterior surfaces of the original Lot which are now enclosed by the porch, sunroom or similar improvement or any other area which is within the enclosed porch, sunroom or similar improvement. The Association shall have no responsibility for subsurface leakage into basement areas or crawl spaces.

(c) Exterior Lot Maintenance. The Association shall provide the following maintenance on exterior lot improvements: (i) repairs and replacements of kiosk mailboxes, (ii) any concrete walkways and paved areas, and (iii) water, sewer, telephone, and electric lines up to the point of entry onto a Lot.

Section 2. Limitations on Association's Repair and Maintenance Responsibility. The exterior maintenance responsibilities of the Association described in this Section shall exclude the exterior maintenance to be performed by the Owners as provided in Section 3 below. In the event that the need for any maintenance, repair or replacement required hereunder to be performed by the Association is caused through the willful or negligent act of the Owner, his family, guests or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending strike, civil commotion, flood water, aircraft, vehicles or smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Notwithstanding the responsibilities imposed on the Association by Section 1 above, the Association is not an insurer and the Association's responsibility to maintain and repair as stated above is confined to making the proper repairs (a) within a reasonable time after the Association has received notice of the necessity, nature and, if known, location of the repairs, and (b) within the financial budgetary limitations of the Association. Each Owner shall have the obligation to carry adequate insurance on all improvements on the Owner's Lot and on all personal property located within the Lot in the amount of the full insurable replacement cost of such property. Upon request of the board of directors of the Association, each Owner shall submit written evidence that all required insurance is in place.

Section 3. Maintenance To Be Performed By The Owners. Each Owner shall be liable and responsible for maintenance, repair and replacement, as the case may be, of (i) glass surfaces, (ii) window and door screens, (iii) storm doors or storm windows installed by an Owner (any such installation being subject to Article VI hereof), (iv) air conditioning and heating equipment and all



other equipment required to provide water, light, power, telephone, sewage and sanitary service to the Owner's Lot which are not publicly maintained, (v) patios and concrete patio slabs, (vi) wooden decks (including railings, steps and supports), (vii) bathroom vent fans and vents, (viii) doors and door hardware (except for routine maintenance of front doors), and (ix) dryer vent ductwork.

In addition, the Owner of a Lot which has an enclosed porch or sunroom or similar improvement shall be responsible for repairing, maintaining and replacing the exterior surfaces of the original Lot which is now enclosed by the porch, sunroom or similar improvement.

In the event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her Lot in a manner consistent with other Lots within the Properties, the Association may provide such exterior maintenance and all costs incurred by the Association in providing such exterior maintenance shall be added to the annual assessment for such Lot and subject to the lien rights described in Article IV; provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot in a manner consistent with other Lots within the Properties shall be made by the board of directors of the Association, in its sole discretion.

Section 4. Easement To Perform Exterior Maintenance. 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 addition, the Association shall have the right to enter any upon any Lot if necessary if necessary to accomplish the Association's repair and maintenance responsibilities; provided, however, that the Association may enter a dwelling only with the Owner's permission except in cases of emergency in which case the Association shall promptly inform the Owners after such entry.

The undersigned President and Secretary of Liberty Square Townhome Homeowners Association, Inc., hereby certify that the foregoing amendment to the Declaration was approved in writing by the owners entitled to cast at least eighty percent (80%) of the votes of the Association, all as provided in Article XI, Section 3 of the Declaration.

IN WITNESS WHEREOF, this Amendment is executed on behalf of the Association by its duly elected officers as of the day and year first written above.

**LIBERTY SQUARE TOWNHOME
HOMEOWNERS ASSOCIATION, INC.**

By: Steph B. Moore
President

Attest: Sean John
Secretary



NORTH CAROLINA

GUILFORD COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: STEPHEN B MOORE & JEAN JOHNS

(Official Seal)

Date: May 10, 2010



Lisa T. Keever
Print Name: LISA T. KEEVER
My Commission Expires: 02-15-14