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2	MISC DOC ADDN PGS		\$6.00
1	PROBATE FEE		\$2.00

RECORDED - 078429  
 JEFF L. THIGPEN  
 REGISTER OF DEEDS  
 GUILFORD COUNTY, NC  
 BOOK: 6524  
 PAGE(S): 2362 TO 2364  
 05/04/2006 13:07:36

AMENDMENT TO HUNTER, HIGGINS  
 DECLARATION OF PROTECTIVE CONDITIONS FOR THE HOMEPLACE, <sup>PICK UP</sup>  
 AT ADAMS FARM, SECTION ONE

3-4  
 THIS FIRST AMENDMENT TO DECLARATION (the "Amendment") for the Homeplace I, at Adams Farm, Section One, made this the 25<sup>th</sup> day of April, 2006 by and among the Members of the Home Owners Association of which all Lot Owners are part and certified by the President of the Home Owners Association.

**WITNESSETH**

WHEREAS, the Declaration of Protective Conditions for The Homeplace I, at Adams Farm, Section One, is recorded in Book 3600, Page 0417, in the Guilford County Registry (the "Declaration"); and

WHEREAS, at recordation, such Declaration encumbered the land described in Plat Book 86, Page 44 in the Guilford County Registry; and

WHEREAS, by Amendments to the Declaration as recorded in Book 3654, Page 351 and Book 3688, Page 825 in the Guilford County Registry certain lands described in Plat Book 86, Page 1136; Plat Book 86, Page 137; Plat Book 89, Page 92; and Plat Book 0090, Page 0148 in the Guilford County Registry annexed into The Homeplace I at Adams Farms and made a part of the Properties as that term is defined in the Declaration; and

WHEREAS, all of the land shown in Plat Book 86, Page 44; Plat Book 86, Page 1136; Plat Book 86, Page 137; Plat Book 89, Page 92; and Plat Book 90, Page 148 in the Guilford County Registry are subject to the Declaration (hereafter collectively referred to as the "Properties"); and

WHEREAS, the Declaration provides that each record owner of any fee simple title to a "Lot" in the Properties is a Member of The Homeplace I at Adams Farm Townhomes Association, Inc., (the "Association"); and

WHEREAS, the Board of Directors of Homeplace I at Adams Farm has recommended to the Members that the certain Amendment herein described be made to the Declaration affecting how assessment payments shall be used and what shall be maintained by the Association; and

WHEREAS, Article XIV, Section 6 of the Declaration provides that an amendment to the Declaration shall require the assent of sixty-six and two-thirds percent (66 2/3%) of the Members; and

WHEREAS, the Declaration provides a procedure for the certification of any adopted amendment to the Declaration and the recording of any adopted amendment with the certification in the Guilford Registry; and

WHEREAS, the Association has accepted the Amendment proposed by the Board of Directors through the assent of Members of a margin equal to or greater than that required in the Declaration; and

WHEREAS, the Association and the Members wish to follow such procedures and record the adopted Amendment in the manner provided in the Declaration.

NOW, THEREFORE, pursuant to the requirements for an Amendment contained in the Declaration, the following Amendment is made to the Declaration:

- 1) At the end of Article I, Section 11(h) the "." is removed and replaced by a ";" and adding to Article I, Section 11 new subsections (i), (j), and (k) as follows:
  - (j) Amounts paid as repayment of principal and the interest thereon on debt incurred in conjunction with the Common Expenses identified in this Article I, Section 11 (a), (b), (c), (d), (e), (f), (g), and (h);
  - (k) Amounts accumulated in anticipation of the repayment of principal and the interest thereon on debt incurred in conjunction with the Common Expenses identified in this Article I, Section 11 (a), (b), (c), (d), (e), (f), (g), and (h);
  - (l) Expenses for the origination of any debt incurred in conjunction with the Common Expenses identified in this Article I, Section 11 (a), (b), (c), (d), (e), (f), (g), and (h).
- 2) Delete the first paragraph of Article VII in its entirety and substitute the following in lieu thereof:

"The Homeplace I Association shall provide maintenance of Common Areas (and all amenities and structures located therein, including but not limited to private drives) and exterior maintenance upon each townhome which is subject to assessment hereunder, as follows: replace, repair, stain and/or paint and care for all exteriors; replace, repair and care for roofs; replace, repair, and care for walks, trees, shrubs, grass and other such exterior improvements and landscaping; and

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replace, clean and repair gutters. Such exterior maintenance shall not include glass surfaces or wooden decks.”

The above Amendment was approved by the affirmative vote of eighty-two (82) Members out of the total of one hundred seventeen (117) Members of the Association which represents an approval by seventy percent (70%) of the total voting power of the Association.

THE EFFECTIVE DATE shall be the date of recordation of this Amendment pursuant to Article XIV, Section 7 of the Declaration.

AS REQUIRED by Article XIV, Section 7 of the Declaration, the Board of Directors hereby certifies that the foregoing instrument has been duly approved by the affirmative vote of or a written agreement signed by the Owners of at least sixty-six and two-thirds percent (66 2/3%) of the Lots of Homeplace I and is, therefore, a valid amendment to the existing covenants, conditions, and restrictions of Homeplace I which is recorded at Book 3600, Page 417 and amended in Book 3654, Page 351; and Book 3688, Page 825.

HOMEPLACE I AT ADAMS FARM  
TOWNHOMES ASSOCIATION, INC.

BY: Charles Roberts  
President, Board of Directors

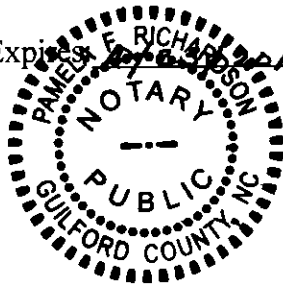
ATTEST:

Deborah Bradshaw  
Secretary

Sworn to and subscribed before me  
this the 25 day of April 2006

Laura F. Richardson  
, Notary Public

My Commission Expires 10/23/2010



10/23/2010

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