

Prepared by/mail to: Harmony W. Taylor, Law Firm Carolinas 1927 S. Tryon St. Suite 100 Charlotte NC 28203

HENDERSON COUNTY

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS
LAUREL PARK PLACE**

NORTH CAROLINA

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS LAUREL PARK PLACE is made this 18 day of ~~September~~, 2023, by LAUREL PARK PLACE OWNERS' ASSOCIATION, INC. *october*

WITNESSETH:

WHEREAS, the Declarant subjected LAUREL PARK PLACE (the "Property") to the Declaration of Covenants, Conditions and Restrictions Laurel Park Place recorded in Deed Book 761, Page 277 of the Henderson County Registry and amendments to the same, including but not limited to the following (collectively, the "Declaration"):

- a) Book 939, Page 98;
- b) Book 1066, Page 309;
- c) Book 1103, Page 484;
- d) Book 1144, Page 661;
- e) Book 1147, Page 5;
- f) Book 1342, Page 762;
- g) Book 1377, Page 226;

WHEREAS, the Declaration applies to and runs with the land described in the Books and Pages of the Henderson County Register of Deeds, including but not limited to the following:

- a) Deed Book 761, Page 289;

WHEREAS, NCGS § 47F-2-117 states that the declaration may be amended only by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated, or any larger majority the declaration specifies. The

percentage required for passage per the Declaration is less than sixty-seven percent (67%), and such approval has been obtained.

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions Laurel Park Place is amended as follows:

Article VI of the Declaration is amended to add a new subsection (C1) to read as follows:

(C1) Exterior of the garage, entrance doors, and the wood trim associated with these areas will be cleaned and painted on a rotating schedule set by the Board of Directors. These doors and trim will be repaired or replaced due to normal wear. Working mechanism repair or replacement for any garage and entrance door shall be the obligation of the Owner. Damage to any door or frame that the Board of Directors determines to not be normal wear shall be the responsibility of the Owner.

Article VI, Section D is amended to read as follows:

(D) Owners shall submit plans for exterior changes to Townhouses or any lot within the community in writing to the Board of Directors of the Association for review and approval prior to commencing any work. In the event there are changes to the original design of a townhome which have been approved by the Board of Directors of the Association, the costs of repair and maintaining the changes to the original design shall be the sole responsibility of the Owner of the townhome, and the Association will not be responsible for the maintenance or repair of work necessitated by design change unless the Board of Directors at such time or future time determines it willing to accept responsibility for maintenance. It is the responsibility of the Owner to provide a new Owner with information on that new Owner's responsibility to maintain any changes. Prior to selling or otherwise transferring ownership, the Owner must contact the Association to coordinate identification of any additions or modifications which the Owner is obligated to maintain. It shall be the responsibility of the Owner, upon sale of any townhome, to advise any buyer of any Owner maintenance responsibilities which may exist hereunder.

The cover page of the Declaration shall be amended to include the language required by N.C. Gen. Stat. § 47F-3-121 (2), in boldface type, capital letters, and no smaller than the largest print used elsewhere in the Declaration:

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS.

Article IX, Section 5 of the Declaration shall be amended to read as follows:

Section 5. Signs. No signs or advertising devices shall be displayed upon any Townhouse which are visible from the exterior of the dwelling or on the Common Area, or in the facilities thereon, without the written permission of the Association. However, temporary "For Sale" signs may be posted on the Properties without written permission of the Association. Further, no

signs, placards or notices shall be allowed on any Common Areas. This includes any political signs but excludes temporary holiday figures.

Article IX, Section 7 of the Declaration, Satellite and Radio Receiving Stations, shall be amended to read as follows:

Section 7. Satellite and Radio Receiving Stations. No Owner may install any satellite or antenna on the exterior of any residence larger than allowed under current federal Over-the-Air-Reception Devices (OTARD) rules. All external antennas shall be maintained by the homeowner and painted or replaced when requested by the Association if the antenna shows signs of rust. Owners shall be solely responsible for any damage to any common area or any property which the Association is obligated to maintain, and specifically including any water leaks caused by the presence of an antenna or satellite. In the event of such damage, the Association shall repair the damage and the cost of such damages shall be an assessment against the Lot on which the satellite or antenna causing the damage was located.

All other terms and conditions contained in the Declaration shall remain unchanged.

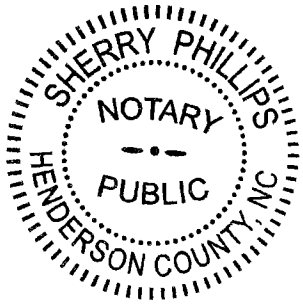
LAUREL PARK PLACE OWNERS' ASSOCIATION, INC.

By: James W. Miller
James W. Miller, President

STATE OF NORTH CAROLINA
COUNTY OF Henderson

I, a Notary Public of the County and State aforesaid, certify that James Miller personally came before me this day and acknowledged that (s)he is President of LAUREL PARK PLACE OWNERS' ASSOCIATION, INC., and that (s)he, President, being authorized to do so, executed the foregoing on behalf of LAUREL PARK PLACE OWNERS' ASSOCIATION, INC.

WITNESS my hand and official stamp or seal, this 18th day of September, 2023.



Sherry Phillips
Notary Public
Sherry Phillips
Printed Name

My commission expires: 06/21/2026