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**GUILFORD COUNTY, NC**

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JEFF L. THIGPEN

DEPUTY-GB

REGISTER OF DEEDS

BY: JEANETTE ZENDEJAS- MEDLEY

Prepared by and Mail to: Margaret M. Chase, Higgins Benjamin, PLLC  
301 N. Elm Street, Suite 800, Greensboro, NC 27401

NORTH CAROLINA  
GUILFORD COUNTY

**AMENDMENT TO THE DECLARATION OF  
CONDOMINIUM FOR CANAAN AT THE  
NOLES CONDOMINIUM**

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
CANAAN AT THE NOLES (the "Declaration") is made this the 29th day of May, 2020  
by Canaan at the Noles Condominium Association, Inc. (the "Association").

WITNESSETH THAT

WHEREAS, by the following instrument recorded in the Guilford County  
Registry, the Declarant, D. Stone Builders, Inc., subjected CANAAN AT THE NOLES  
(the "Property") to the following Declaration of Covenants, Conditions and Restrictions  
and amendments to the same:

1. Deed Book 6610, Page 2587;
2. Deed Book 6615, Page 1373;
3. Deed Book 6621, Page 960;
4. Deed Book 6633, Page 764;
5. Deed Book 6645, Page 2477;
6. Deed Book 6663, Page 2810;
7. Deed Book 6678, Page 1770;
8. Deed Book 6681, Page 1749;
9. Deed Book 6685, Page 2945;
10. Deed Book 6694, Page 249;
11. Deed Book 6694, Page 293;
12. Deed Book 6712, Page 703;
13. Deed Book 6715, Page 2574;
14. Deed Book 6736, Page 1779;

Submitted electronically by "Higgins Benjamin, PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Guilford County Register of Deeds.

15. Deed Book 6736, Page 1786;
16. Deed Book 6745, Page 2363;
17. Deed Book 6745, Page 2370;
18. Deed Book 6758, Page 355;
19. Deed Book 6758, Page 362;
20. Deed Book 6782, Page 2818;
21. Deed Book 6792, Page 2118;
22. Deed Book 6808, Page 918;
23. Deed Book 6808, Page 925;
24. Deed Book 6817, Page 735;
25. Deed Book 6821, Page 1260;
26. Deed Book 6821, Page 1267;
27. Deed Book 6821, Page 1274;
28. Deed Book 6834, Page 2280;
29. Deed Book 6847, Page 2489;
30. Deed Book 6864, Page 1048;
31. Deed Book 6864, Page 1055;
32. Deed Book 6893, Page 2544;
33. Deed Book 6893, Page 2551;
34. Deed Book 6903, Page 853;
35. Deed Book 6944, Page 2657;
36. Deed Book 6964, Page 640;
37. Deed Book 7016, Page 250;
38. Deed Book 7016, Page 257;
39. Deed Book 7064, Page 1598;
40. Deed Book 7080, Page 2355;
41. Deed Book 7106, Page 1129;
42. Deed Book 7126, Page 1296;
43. Deed Book 7126, Page 1301;
44. Deed Book 7128, Page 2234;
45. Deed Book 7172, Page 1297;
46. Deed Book 7214, Page 2831;
47. Deed Book 7238, Page 499;
48. Deed Book 7266, Page 1747; and
49. Deed Book 8172, Page 65.

WHEREAS, Article 29 of the Declaration provides as follows:

“During the twenty (20) year period beginning with the date of this Declaration, an affirmative vote of Unit Owner(s) to which at least ninety percent (90%) of the votes in the Association are allocated shall be required to amend this Declaration...Upon adoption of such Amendment or Amendments of Declaration of Condominium shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted. The original or an executed copy of such Amendment or Amendments, so certified and executed with the same

formalities as a deed, shall be recorded in the Public Records of Guilford County, North Carolina.”

WHEREAS, an affirmative vote has been obtained by Unit Owner(s) to which at least ninety percent (90%) of the votes in the Association are allocated. The Officers of the Association executing this Amendment have certified that the requisite Owner approval has been obtained; said Certification can be found attached hereto as Exhibit A.

NOW THEREFORE, the Declaration shall be amended as follows:

Article 3, Definitions, Section 3.3, shall be deleted in its entirety and replaced with the following:

**Article 3**

**DEFINITIONS**

**3.3 Certain portions of the Common Elements are reserved for the use of a particular Unit or Units to the exclusion of other Units and are designated as “Limited Common Elements.” Any common expense associated with the maintenance, repair or replacement of a Limited Common Element must be assessed against the Unit to which that Limited Common Element is assigned. Common Elements that are more specifically Limited Common Elements shall be comprised of the following:**

- a) Any shutters, awnings, window boxes, doorsteps, stoops, porches, patios and all exterior doors and windows or other fixtures designed to serve a single Unit but located outside Unit boundaries, which shall be Limited Common Elements allocated exclusively to that Unit.**
- b) The storage areas which are accessible through a Unit and/or are which are located over certain garages which are part of a Unit shall be Limited Common Elements allocated exclusively to that Unit.**

Article 17, Limitation Upon Right of Unit Owner(s) to Alter and Modify Units: No Right to Alter Common Elements, Subsection 17.3 shall be deleted in its entirety and replaced with the following:

**Article 17**

**LIMITATION UPON RIGHT OF UNIT OWNER(S) TO ALTER AND MODIFY UNITS: NO RIGHT TO ALTER COMMON ELEMENTS**

**17.3 The Association, through the Executive Board (or its Architectural Control Committee), shall regulate the external design, appearance, use, location and maintenance of the Condominium and of improvements thereon in such a**

**manner so as to preserve and enhance values and to maintain a harmonium relationship among structures and the natural vegetation and topography. No Unit Owner(s) shall cause any improvements, alterations, repairs or changes to be made to be made to the exterior of the Condominium (including painting or other decoration, the installation of electrical wiring, television or radio antennae or any other objects or devices which may protrude through the walls or roof of the Condominium) or in any manner alter the exterior portion of any building or any limited common elements not visible from the exterior of any building without the written consent of the Association being first had and obtained. No Unit Owner(s) shall cause any object to be fixed to the Common Elements (including the location or construction of fences and the planting or growing of flowers, trees, shrubs, or any other vegetation) or to any Limited Common Elements or in any manner change the appearance of the Common Elements or Limited Common Elements without the written consent of the Association being first had and obtained.**

Article 19, Maintenance and Repair of Units by Unit Owner(s) shall be deleted in its entirety and replaced with the following:

#### **Article 19**

##### **MAINTENANCE AND REPAIR BY UNIT OWNER(S)**

**19.1 Every Unit Owner(s) shall perform promptly all maintenance and repair work within his Unit which, if omitted, would affect the Condominium, either in its entirety or in a part belonging to other Unit Owner(s), every Unit Owner(s) being expressly responsible for the damages and liability which his failure to do so may engender. Each Unit Owner(s) shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or other appliances or equipment, including any utility fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his Unit, as well as the rear patio and any enclosure thereto, and the storage area which is accessible through a Unit. Each Unit Owner(s) shall further be responsible and liable for the maintenance, repair and replacement of the exterior surfaces of any and all walls, ceilings and floors within his Unit including painting, decorating and furnishings, and all other accessories which such Unit Owner(s) may desire to place or maintain in his Unit. Whenever the maintenance, repair and replacement of any item for which a Unit Owner(s) is obligated to maintain, replace or repair at his 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 such Unit Owner(s) shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deducibility provision of such insurance or by any other reason, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.**

**19.2 If a Unit Owner(s) fails to perform any maintenance or repair he/she is obligated to maintain which, if omitted, would affect the Condominium, either in its entirety or in a part belonging to other Unit Owner(s), the Association may perform such maintenance as it deems necessary, twenty (20) days after giving written notice to such Unit Owner(s) of the necessary maintenance. The cost of such maintenance performed by the Association shall be assessed exclusively against such Unit Owner(s), the assessment shall be the personal obligation of such Unit Owner(s) and a lien against such Unit to the same extent provided under Article 24 of this Declaration.**

Article 20, Maintenance and Repair of Common Elements by the Association, shall be deleted in its entirety and replaced with the following:

### Article 20

#### MAINTENANCE AND REPAIRS BY THE ASSOCIATION

**20.1 The Association shall be responsible for the maintenance, repair and replacement of all the Common Elements including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Elements for the furnishing of utility and other services to the Units and said Common Elements, excluding the Limited Common Elements to be maintained by the Unit Owner. Should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Elements maintained by the Association, the Association shall, at its expense, repair such incidental damage. The Association shall be deemed to have such easements on, across and over the Common Elements as shall be reasonably necessary in the exercise and discharge of its maintenance rights and obligations reserved and imposed by this Declaration or under the North Carolina Condominium Act. Whenever the maintenance, repair and replacement of any item for which the Association is obligated to maintain, replace or repair at its expense is occasioned by any act of a Unit Owner(s), his immediate family, guests or invitees, and such loss or damage 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 and the Unit Owner(s) who is responsible for the act causing the damage (whether done by himself or by his family, guests or invitees) shall be required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or by any other reason, exceed the amount of insurance proceeds applicable to such maintenance, repair and replacement.**

This the 29<sup>th</sup> day of May 2020.

Canaan at the Noles Condominium Association, Inc.

By: Hampton C. Munsey  
President, Canaan at the Noles  
Condominium Association, Inc.

ATTESTED Sandra L. Bravett  
Secretary, Canaan at the Noles Condominium Association, Inc.

I, Sandra L. Bravett, Secretary of Canaan at the Noles Condominium Association, Inc. certify that Hampton C. Munsey acknowledged that s/he is the President of Canaan at the Noles Condominium Association, Inc., a corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand this the 29<sup>th</sup> day of May 2020.  
Sandra L. Bravett  
Secretary, Canaan at the Noles  
Condominium Association, Inc.

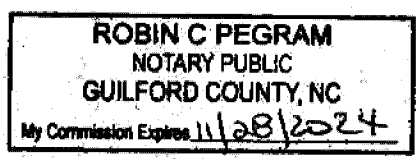
STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned Notary Public, do hereby certify that Hampton C. Munsey personally appeared before me this day and acknowledged that s/he is the President of Canaan at the Noles Condominium Association, Inc., and that s/he has executed the foregoing instrument as its President.

WITNESS my hand and official stamp or seal, this 29<sup>th</sup> day of May, 2020.

My Commission Expires: 11/28/2024

Robin C. Pegram  
Notary Public  
Printed Name: Robin C. Pegram



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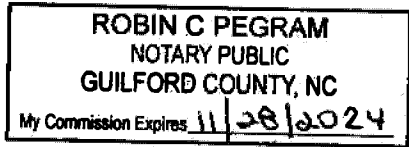
STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned Notary Public, do hereby certify that Sandra L. Gravett personally appeared before me this day and acknowledged that s/he is the Secretary of Canaan at the Noles Condominium Association, Inc., and that s/he has executed the foregoing instrument as its Secretary.

WITNESS my hand and official stamp or seal, this 29<sup>th</sup> day of May, 2020.

My Commission Expires:  
11/28/2024

Robin C. Pegram  
Notary Public  
Printed Name: Robin C. Pegram



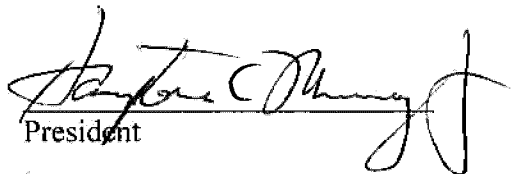
**EXHIBIT A**

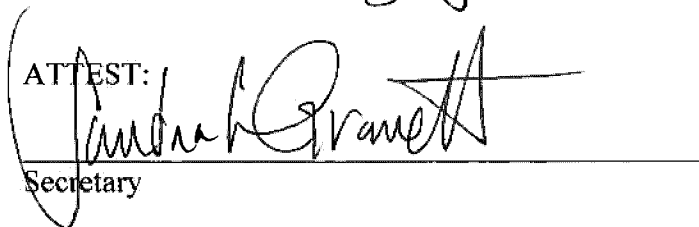
**CERTIFICATION OF VALIDITY OF AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OF CANAAN AT THE NOLES CONDOMINIUM**

By authority of its Board of Directors, Canaan at the Noles Condominium Association, Inc. hereby certifies that the foregoing instrument has been duly adopted by an affirmative vote of the Unit Owner(s) of 90 percent of the votes in the Association and is, therefore, a valid amendment to the existing Declaration of Condominium of Canaan at the Noles Condominium.

This the 29<sup>th</sup> day of May, 2020.

CANAAN AT THE NOLES CONDOMINIUM ASSOCIATION, INC.

  
\_\_\_\_\_  
President

ATTEST:  
  
\_\_\_\_\_  
Secretary