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212-#11

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DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by LUKE JOBE CONSTRUCTION COMPANY, INC., a North Carolina corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the Owner of certain property in Morehead Township, County of Guilford, State of North Carolina, which is more particularly described as:

That certain tract containing 7.549 acres, more or less, as shown on plat entitled "Starmount's Friendly Village", as recorded in Plat Book 57, page 60, in the Office of the Register of Deeds, Guilford County, North Carolina.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Friendly West Townhouse Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that land designated "Common Area" as shown on the plat entitled Friendly West Townhouses, Phase I, which appears of record in the office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 69, at page 95.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Declarant" shall mean and refer to Luke Johe Construction Company, Inc., its successors and assigns.

Section 8. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to permit the use of and charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded;

(d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Association By-Laws, his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near as and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (1) vehicle parking space for each Living Unit on a Lot.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be (i) the Declarant, its successors or assigns, as to Living Units once rented or leased by it to single family occupants and as to Lots retained by it upon the termination of Class B membership, and (ii) all Owners other than the Declarant. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Declarant (except as to Lots owned by the Declarant and once rented or leased to single family occupants) and shall be entitled to four (4) votes for each Lot owned. The Class B membership from each recorded Phase of the Properties shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership from a recorded Phase of the Properties equal the total votes outstanding in the Class B membership from the same recorded Phase, or

(b) on December 31, 1990.

The recording of each new Phase of the Properties shall create new Class A and Class B memberships.

#### ARTICLE IV

#### COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties hereby covenants, and each Owner for any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

*Change*  
Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to that maintenance assumed by the Association under the provisions of Article VII herein, including but not limited to the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Association By-Laws, the payment of charges for common television antenna service to Lots,

the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

*CHW* In the event that any Owner does not properly maintain, repair and replace, if necessary, the Living Unit and other improvements on his Lot, as required under Section 1 of Article VII, then in such event the Association by action of its Board of Directors shall give written notice to such Owner demanding that such maintenance, repair or replacement be performed and completed by a certain date, which shall be within a reasonable period of time. In the event that the Owner does not make such maintenance, repair or replacement by the required date, then the Association may do so and shall assess the cost thereof against the Owner of such Lot which shall be immediately due and payable, and which assessment shall be a lien upon said Lot.

Section 3. Maximum Annual Assessment. Until December 31 of the year of the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

(a) The maximum annual assessment for the calendar year immediately following the year of the conveyance of the first Lot to an Owner, and for each calendar year thereafter shall be established by the Board of Directors, and such maximum annual assessment may be increased by the Board of Directors for any calendar year by an amount not to exceed ten (10%) percent of the maximum annual assessment for the previous year. Such an increase may be made without approval by the membership.

(b) The maximum annual assessment for the calendar year immediately following the year of the conveyance of the first Lot to an Owner and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Payable Annual Assessment. The Board of Directors shall fix the payable annual assessment at an amount not in excess of the maximum annual assessment, subject to the provisions of Sections 7 and 8 of this Article.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying the whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon or adjacent to the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) and/or 5 shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Rate of Annual Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots within the

same class and may be collected on a periodic basis; provided, however, each Lot owned by Class B Members shall be assessed for both annual and/or special assessments at twenty-five (25%) percent of the assessment for each Lot owned by Class A Members, but such twenty-five (25%) percent assessment ratio for a particular Lot owned by Class B Members shall terminate immediately upon the transfer of said Lot to a Class A Member; and thereafter, the full one hundred (100%) percent assessment for such Lot shall apply.

Section 8. Date and Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall be collected on a periodic basis and shall commence as to all Lots on the first day of the month following the conveyance to the Association of the Common Area on the recorded plat in which such Lots are located. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment against each Lot. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and the Board of Directors shall have the authority to require the assessments to be paid in pro rata monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to or for the benefit of the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or elect to foreclose the lien against the Lot of the Owner.

Section 11. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment

thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration on any Lot be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be deemed granted. Nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant so long as said development follows the general plan of development of the Properties previously approved by the City of Greensboro.

## ARTICLE VI

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Living Unit upon the Properties and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence, or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and repairing all damage resulting from such exposure.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VII

##### MAINTENANCE

Section 1. Maintenance by Each Owner. The Owner of each Lot shall be solely responsible at his expense to properly maintain, repair and replace the Living Unit and all other improvements on his Lot, except that maintenance to be performed by the Association as set forth in the first paragraph in Section 2 of this Article. Without limiting the generality of the foregoing, each Owner at his sole expense shall be responsible for properly maintaining, repairing, replacing and keeping in a neat and attractive condition the exterior and interior of the Living Unit on his Lot, including the exterior building surfaces, roofs, windows, gutters, downspouts, and other parts of such Unit, and the fence, walls, and other improvements situate upon his Lot, and shall maintain in a neat and attractive condition the trees, shrubs, grass and other parts of the yard making up his Lot.

Section 2. Maintenance by Association. The Association at its expense shall be responsible for maintaining, repairing and replacing the paved surfaces of all drives, parking areas and walkways located on the Properties and all utility and drainage lines and pipes which are located on the Properties (except those located within Living Units or other improvements on the Lots) and which are not maintained by the City of Greensboro; and the Association shall maintain in a neat and attractive condition the trees, shrubs, grass and yard in the Common Area. The Association shall have the right to go onto the Lots at reasonable times for the purpose of maintaining, repairing and replacing the drives, parking areas, walkways, lines and pipes which might be located on such Lots; and each Owner hereby grants permission to the Association to enter his Lot for such purposes.

In the event that an Owner fails to make that maintenance, and those repairs and replacements which he is obligated to make under Section 1 above, then the Association may make the same itself; and 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 such maintenance, repairs and replacements. The costs of any such maintenance, repairs or replacements by the Association shall be charged to the Owner and shall be a lien upon his Lot, as set forth herein in Article IV.

#### ARTICLE VIII

##### USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family townhouse dwelling not to exceed two and one-half stories in height. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article V of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.



Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any Living Unit except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

Section 4. Outside Antennas. No outside radio or television antennas shall be erected on any Lot or Living Unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

## ARTICLE IX

### EASEMENTS

Section 1. Utilities. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for Phase I and each plat for additional Phases of the Properties hereafter recorded. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 2. Unintentional Encroachments. In the event that any Living Unit on a Lot shall encroach upon any Common Area or upon any other Lot for any reason not caused by the purposeful or negligent act of the Living Unit Owner or agents of such Owner, then an easement appurtenant to such Living Unit shall exist for the continuance of such encroachment upon the Common Area or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Area shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common Area into any such Lot for so long as such encroachment shall naturally exist.

Section 3. Common Easements. Every Owner shall have a right to use all drives on the Properties together with the other Owners, and no Owner shall obstruct or otherwise interfere with the use thereof by the other Owners. Any parking area located solely on one Lot shall be used exclusively by the Owner of said Lot. If a parking area is located on more than one Lot, then that portion of the parking area located on a particular Lot shall be used exclusively by the Owner of said Lot; but the drives to such parking area may be used by the Owners of all Lots on which any part of such parking area is located. All sidewalks which are located on any of the Lots may be used by all Owners of Lots, and no Owners shall obstruct or otherwise interfere with the use of such sidewalks.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant



or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty (80%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

**Section 4. Annexation.** Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this the 15 day of July, 1981.



LUKE JOBE CONSTRUCTION COMPANY, INC.

BY: Luke W. Jobe  
President

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5552 378667 000001.00

Barbara J. Jobe  
Secretary

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STATE OF NORTH CAROLINA -- GUILFORD COUNTY

I, Liane H. Buchanan, a Notary Public of said County and State, do hereby certify that Barbara J. Jobe personally came before me this day and acknowledged that he is Secretary of LUKE JOBE CONSTRUCTION COMPANY, INC., and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and official seal, this the 25<sup>th</sup> day of July, 1981.

Liane H. Buchanan  
NOTARY PUBLIC

My Commission Expires: 6-1-85

LIANE H. BUCHANAN  
NOTARY PUBLIC  
GUILFORD COUNTY, N. C.

NORTH CAROLINA - GUILFORD  
The foregoing certificate(s) of  
Liane H. Buchanan

A Notary (Notaries) Public is  
(are) certified to be correct.

AUG 3 - 1981

RECORDED  
KAY F. PATSEAYOURAS  
REGISTER OF DEEDS  
GUILFORD COUNTY, N. C.

COMMISSION EXPIRES \_\_\_\_\_

AUG 3 - 1981

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plus 10

150957

AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION, made this 5<sup>th</sup> day of  
OCTOBER, 1985, by the undersigned:

<u>WITNESSETH:</u>	1 CORPORATIONS	150957	11/01/85
	1 CORPORATIONS ADDN PAGE(S)		4.00
	1 PROBATE FEE		16.50
			1.00

THAT WHEREAS the undersigned (see Exhibit "A" as to the identity and the ownership interest of the undersigned) own in the aggregate eighty percent or more of the Lots of the Friendly West Townhouses, Phases I, II, III, IV and V, as shown in the plats recorded in the Office of the Register of Deeds for Guilford County, North Carolina, in Plat Book 57, Page 60; Plat Book 69, Page 95; Plat Book 71, Page 77; Plat Book 72, Pages 172 and 376; Plat Book 73, Pages 274 and 315; and Plat Book 74, Page 86; and

WHEREAS the original Declaration pertaining to all five phases of Friendly West Townhouses and Friendly West Townhouse Association is recorded in Deed Book 3169, Page 212, Office of the Register of Deeds for Guilford County (the "Original Declaration"); and

WHEREAS Article X, Section 3, of the Original Declaration provides for the manner of amendment of the said Declaration, and the amendments set forth herein have been and are being duly made in accordance with the procedures set forth for amendment in the Original Declaration;

NOW, THEREFORE, the undersigned, being eighty percent or more of the lot owners within the aforementioned five phases of Friendly West Townhouses, do hereby set forth the following three (3) amendments to the Original Declaration dated July 15, 1981, and recorded in Book 3169, Page 212, Guilford County Registry:

1. Section 4 of Article I of the said Original Declaration is hereby deleted in its entirety, and in lieu thereof the following Section 4 is substituted:

Section 4. "Common Area" shall mean all real property owned by the Association from time to time for the common use and enjoyment of the Owners. Specifically included within this definition is the Common Area which is presently owned by the Association more particularly described as follows:

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All that land designated "Common Area" as shown on the plats for Friendly West Townhouses in the Office of the Register of Deeds for Guilford County, North Carolina, the plat books and pages, and the phase to which each plat refers, being set forth below:

<u>PHASE</u>	<u>PLAT BOOK</u>	<u>PAGE</u>
I	69	95
II	71	77
Revised Phase II	72	172
III	72	376
IV	73	274
Revised Phase IV	73	315
V	74	86

2. Section 2 of Article 4 of the Declaration is amended by adding an additional sentence to the first paragraph of said Section 2, Article 4, said additional sentence to immediately follow the present last sentence of the first paragraph in said Section 2, said additional sentence to read as follows:

In addition to all other uses of assessments levied by the Association, it shall be a proper and permitted purpose and use of the assessments to perform all reasonably appropriate and necessary painting and staining of the exterior walls, decks, and other exterior surfaces (but not roofs) of the Living Unit within the identified five phases of Friendly West Townhouses.

3. Article 7 of the Original Declaration is deleted in its entirety, and in lieu thereof the following Article 7 is substituted:

#### ARTICLE VII

##### MAINTENANCE

Section 1. Maintenance by each owner. The Owner of each Lot shall be solely responsible at his expense to properly maintain, repair and replace the Living Unit and all other improvements on his Lot except for such maintenance to be performed by the Association as is set forth hereinbelow in this Article VII. Without limiting the generality of the foregoing, each Owner at his sole expense shall be responsible for maintaining, repairing, replacing and keeping in a neat and attractive condition the interior of the Living Unit and the roof thereof on his Lot, including windows, gutters, down spouts, fences, walls (including the structural portions thereof), and other improvements situated upon his Lot; and the owner shall further maintain in a neat and attractive condition the trees, shrubs, grass, decks, patios, and other parts of the yard making up his lot.

Section 2. Maintenance by Association. The Association at its expense shall be responsible for maintaining, repairing and replacing the paved surfaces of all drives, parking areas and walkways located on the Properties and all utility and drainage lines and pipes which are

located on the Properties (except those located within living units or other improvements of the Lots) and which are not maintained by the City of Greensboro; and the Association shall be responsible for all necessary and reasonably appropriate painting and/or staining of the wooden decks, walls and exterior surfaces (but specifically not including the roofs) of the Living Units; and the association shall maintain in a neat and attractive condition the trees, shrubs, grass and yard in the Common Area. The Association shall have the right to go onto the Lots at reasonable times for the purpose of maintaining, repairing, and replacing the drives, parking areas, walkways, lines and pipes which might be located on such Lots, and for the purpose of painting and staining the aforementioned exterior surfaces of the Living Units; and each Owner hereby grants permission to the Association to enter his Lot for such purposes. The Association shall be responsible only for the maintenance specifically set forth in this section. In particular, but not by way of limitation, the Association shall not be responsible for maintaining any interior surfaces of the living units or any of the following: glass surfaces; window and door screens; storm doors and windows, patios; attic vent fans; subsurface leakage into basement areas or crawl spaces; any exterior doors or hardware on any exterior doors (except for painting or staining the exterior surfaces). The required painting and/or staining referred to in this article as the duty of the Association shall include exterior walls, wooden decks, railings, supports, wooden steps and all exterior wooden surfaces except for roofs.

In the event that an Owner fails to make that maintenance and those repairs and replacements which he is obligated to make under Section 1 above, then the Association may make the same itself; and 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 such maintenance, repairs and replacements. The costs of any such maintenance, repairs or replacements by the Association shall be charged to the Owner and shall be a lien upon his Lot as set forth in Article IV.

In the event that the need for painting and/or staining of the exterior surface of any Living Unit (or any part thereof) is caused by the willful or negligent act or omission of the Owner of the Living Unit, his family, guests, servants, licensees or invitees; or in the event that such need is caused by fire, lightning, wind, hail, explosion, riot, civil commotion, aircrafts, vehicles or smoke, as the foregoing are defined and explained in the North Carolina Standard Fire and Extended Coverage Insurance Policy Forms, or in the event that such need is caused by any other casualty, then the cost of such painting or staining shall be the sole cost of the owner. In the event that the owner does not promptly reimburse the Association for such necessary painting or staining, then the Association shall have the right to add the expense thereof to the assessment to which such Lot is subject, with such additional assessment to be a lien upon the Lot, as set forth in Article IV.

Except as specifically amended or necessarily changed hereby, the said Original Declaration referred to above and recorded in Book 3169, Page 212, Guilford County Registry, is hereby ratified and affirmed by the undersigned.

IN WITNESS WHEREOF, we, the undersigned, have executed this document under seal on the day and year first above written.

The Lot references to the right of the signatures correspond to the Lot(s) owned by the respective owners whose signatures appear to the left of such property references, all of which refer to lots located within the Friendly West Townhouses Subdivision in the first paragraph herein above.

<u>Owners</u>	<u>Lot Number</u>	<u>Phase Number</u>
<u>William J. Hopkins</u> and <u>Betty W. Hoban</u> (Seal)	<u>10</u>	<u>I</u>
<u>James L. Mudding</u> and <u>Bertie C. Mudding</u> (Seal)	<u>11</u>	<u>I</u>
<u>W.C. Borden</u> and <u>Kimberly W. Borden</u> (Seal)	<u>23</u>	<u>IV REV'D</u>
<u>H. H. Sharp</u> and <u>Shirley H. Sharp</u> (Seal)	<u>4</u>	<u>I</u>
<u>H. H. Sharp</u> and <u>Shirley H. Sharp</u> (Seal)	<u>7</u>	<u>I</u>
<u>Arnold H. Harrison</u> and <u>James (D.) Harrison</u> (Seal)	<u>3</u>	<u>I</u>
<u>Leandra B. Starnes</u> and <u>Alma J. Ostrowski</u> (Seal)	<u>46</u>	<u>I</u>
<u>Leandra B. Starnes</u> and <u>Alma J. Ostrowski</u> (Seal)	<u>47</u>	<u>V</u>
<u>James J. Dineen</u> and <u>John J. Dineen</u> (Seal)	<u>21</u>	<u>IV Rev'd</u>
<u>John J. Dineen</u> and <u>John J. Dineen</u> (Seal)	<u>12</u>	<u>I</u>
<u>John J. Dineen</u> and <u>John J. Dineen</u> (Seal)	<u>9</u>	<u>I</u>
<u>John J. Dineen</u> and <u>John J. Dineen</u> (Seal)	<u>28</u>	<u>V</u>
<u>John J. Dineen</u> and <u>John J. Dineen</u> (Seal)	<u>8</u>	<u>I</u>
<u>John J. Dineen</u> and <u>John J. Dineen</u> (Seal)	<u>18</u>	<u>I</u>

<u>Witness</u>	<u>Page Number</u>	<u>Page Number</u>
<u>Reed - J. J. Jr</u> and (Seal) <u>26</u>	<u>IV Rev's</u>	
<u>James Dutton</u> and <u>William H. Dutton</u> (Seal) <u>48</u>	<u>V</u>	
<u>George R. Dutton</u> and <u>John P. Dutton</u> (Seal) <u>45</u>	<u>V</u>	
<u>John R. Dutton</u> and <u>William H. Dutton</u> (Seal) <u>39</u>	<u>III</u>	
<u>Berkley S. Dutton</u> and (Seal) <u>37</u>	<u>III</u>	
<u>William H. Dutton</u> and (Seal) <u>31</u>	<u>II REV'D</u>	
<u>David A. Dutton</u> and (Seal) <u>22</u>	<u>IV REV'D</u>	
<u>David A. Dutton</u> and <u>David A. Dutton</u> (Seal) <u>24</u>	<u>IV REV'D</u>	
<u>David A. Dutton</u> and (Seal) <u>20</u>	<u>IV REV'D</u>	
<u>David A. Dutton</u> and (Seal) <u>16</u>	<u>I</u>	
<u>David A. Dutton</u> and <u>David A. Dutton</u> (Seal) <u>15</u>	<u>I</u>	
<u>David A. Dutton</u> and <u>David A. Dutton</u> (Seal) <u>29</u>	<u>II REV'D</u>	
<u>David A. Dutton</u> and (Seal) <u>38</u>	<u>III</u>	
<u>David A. Dutton</u> and <u>David A. Dutton</u> (Seal) <u>1</u>	<u>I</u>	
<u>David A. Dutton</u> and <u>David A. Dutton</u> (Seal) <u>13</u>	<u>I</u>	
<u>David A. Dutton</u> and (Seal) <u>36</u>	<u>II REV'D</u>	
<u>David A. Dutton</u> and <u>David A. Dutton</u> (Seal) _____	_____	
<u>David A. Dutton</u> and <u>David A. Dutton</u> (Seal) _____	_____	
<u>David A. Dutton</u> and <u>David A. Dutton</u> (Seal) <u>6</u>	<u>I</u>	

Owners	Lot Number	Phase Number
<u>James J. Furler</u> and (Seal)	<u>25</u>	<u>IV REV'D</u>
<u>James L. Furler</u> and (Seal)	<u>32</u>	<u>II REV'D</u>
<u>John V. Furler</u> and <u>Marjorie C. Furler</u> (Seal)	<u>41</u>	<u>V</u>
<u>John V. Furler</u> and (Seal)	<u>42</u>	<u>V</u>
<u>James J. Furler</u> and <u>Marjorie C. Furler</u> (Seal)	<u>2</u>	<u>I</u>
<u>James J. Furler</u> and <u>Marjorie C. Furler</u> (Seal)	<u>17</u>	<u>I</u>
<u>James J. Furler</u> and (Seal)	<u>14</u>	<u>I</u>
<u>James J. Furler</u> and <u>Marjorie C. Furler</u> (Seal)	<u>40</u>	<u>V</u>
<u>James J. Furler</u> and (Seal)	<u>27</u>	<u>V</u>
<u>James J. Furler</u> and <u>Marjorie C. Furler</u> (Seal)	<u>33</u>	<u>II REV'D</u>
_____ (Seal)	_____	_____

I, the undersigned, a Notary Public of said County, do hereby certify that  
Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 1985.

My Commission Expires: \_\_\_\_\_ N.P. (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that  
Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 1985.

My Commission Expires: \_\_\_\_\_ N.P. (Seal)



I, the undersigned, a Notary Public of said County, do hereby certify that J. L. Ward Hanks & Betty A. Hanks Owner (s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 5th day of October, 1985.

My Commission Expires: 4-14-87

James L. Manning

I, the undersigned, a Notary Public of said County, do hereby certify that \_\_\_\_\_ Owner (s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 1985.

My Commission Expires: \_\_\_\_\_ N.P. (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that W. E. & Dorothy K. Gaudin Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 5th day of October, 1985.

My Commission Expires: 4-14-87

James L. Manning

I, the undersigned, a Notary Public of said County, do hereby certify that G. A. & Shirley J. Shaw Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 5th day of October, 1985.

My Commission Expires: 4-14-87

James L. Manning

I, the undersigned, a Notary Public of said County, do hereby certify that G. A. & Shirley J. Shaw Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 5th day of October, 1985.

My Commission Expires: 4-14-87

James L. Manning

I, the undersigned, a Notary Public of said County, do hereby certify that Debra Williams Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 5th day of October, 1985.

My Commission Expires: 4-14-87

James L. Manning

I, the undersigned, a Notary Public of said County, do hereby certify that John P. Williams Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 5th day of October, 1985.

My Commission Expires: 4-14-87

James L. Manning

I, the undersigned, a Notary Public of said County, do hereby certify that Laura B. Johnson Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 5<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87 James L. Maddux (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that James A. Andrews Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 5<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87 James L. Maddux (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that John S. & Beverly J. Miller Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 5<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87 James L. Maddux (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that Ann Kinnane Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 5<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87 James L. Maddux (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that John Beck & Helen J. Beck Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 6<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87 James L. Maddux (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that Chae L. Stander Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 6<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87 James L. Maddux (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that ETHEL A. WALKER Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 6<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87 James L. Maddux (Seal)

I, the undersigned, a Notary Public of said County, do hereby  
certify that Will Torres  
Owner(s) personally appeared before me this day and acknowledged the  
execution of the foregoing instrument.

Witness my hand and notarial seal this the 6<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87

James L. Madigan



I, the undersigned, a Notary Public of said County, do hereby  
certify that Dennis S. Williams  
Owner(s) personally appeared before me this day and acknowledged the  
execution of the foregoing instrument.

Witness my hand and notarial seal this the 6<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87

James L. Madigan



I, the undersigned, a Notary Public of said County, do hereby  
certify that Arthur E. Baker & Mellie  
Owner(s) personally appeared before me this day and acknowledged the  
execution of the foregoing instrument.

Witness my hand and notarial seal this the 6<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87

James L. Madigan

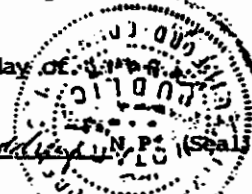


I, the undersigned, a Notary Public of said County, do hereby  
certify that John L. & Margaret W. Dawson  
Owner(s) personally appeared before me this day and acknowledged the  
execution of the foregoing instrument.

Witness my hand and notarial seal this the 6<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87

James L. Madigan



I, the undersigned, a Notary Public of said County, do hereby  
certify that Bessie Sullivan  
Owner(s) personally appeared before me this day and acknowledged the  
execution of the foregoing instrument.

Witness my hand and notarial seal this the 6<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87

James L. Madigan



I, the undersigned, a Notary Public of said County, do hereby  
certify that Robert L. Smith  
Owner(s) personally appeared before me this day and acknowledged the  
execution of the foregoing instrument.

Witness my hand and notarial seal this the 6<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87

James L. Madigan

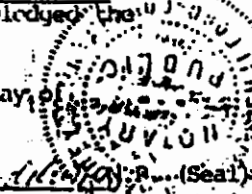


I, the undersigned, a Notary Public of said County, do hereby  
certify that Joseph H. Chelle  
Owner(s) personally appeared before me this day and acknowledged the  
execution of the foregoing instrument.

Witness my hand and notarial seal this the 6<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87

James L. Madigan



I, the undersigned, a Notary Public of said County, do hereby certify that James L. Mader Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 6th day of October, 1985.

My Commission Expires: 4-14-87 James L. Mader N.P. (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that Lucille Lindley Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 6th day of October, 1985.

My Commission Expires: 4-14-87 James L. Mader N.P. (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that Bill & Marlene Hays Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 6th day of October, 1985.

My Commission Expires: 4-14-87 James L. Mader N.P. (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that R.A. Buckman, Jr. & Family Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 6th day of October, 1985.

My Commission Expires: 4-14-87 James L. Mader N.P. (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that Paul S. & Emily M. Preece Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 6th day of October, 1985.

My Commission Expires: 4-14-87 James L. Mader N.P. (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that C.J. Fowler Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 6th day of October, 1985.

My Commission Expires: 4-14-87 James L. Mader N.P. (Seal)

I, the undersigned, a Notary Public of said County, do hereby certify that Myra & John Perkins Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 6th day of October, 1985.

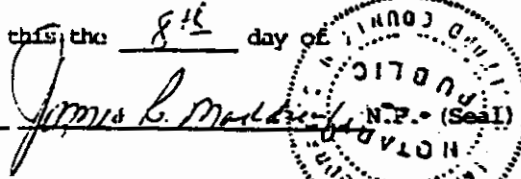
My Commission Expires: 4-14-87 James L. Mader N.P. (Seal)



I, the undersigned, a Notary Public of said County, do hereby certify that Peter V. J. Marade, McClellan Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 8<sup>th</sup> day of October, 1985.

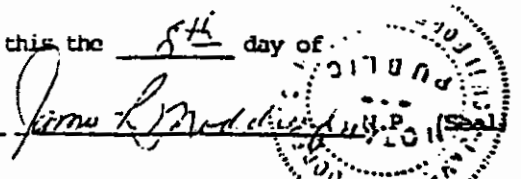
My Commission Expires: 4-14-87



I, the undersigned, a Notary Public of said County, do hereby certify that GALE Tolson Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 8<sup>th</sup> day of October, 1985.

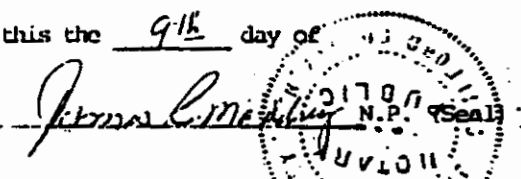
My Commission Expires: 4-14-87



I, the undersigned, a Notary Public of said County, do hereby certify that James E. Charles Bullard Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 9<sup>th</sup> day of October, 1985.

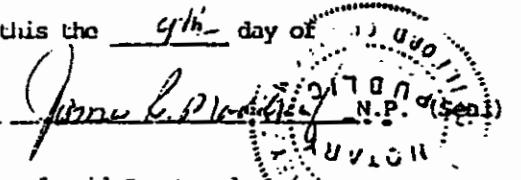
My Commission Expires: 4-14-87



I, the undersigned, a Notary Public of said County, do hereby certify that James E. E. Stone, M. Allen Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 9<sup>th</sup> day of October, 1985.

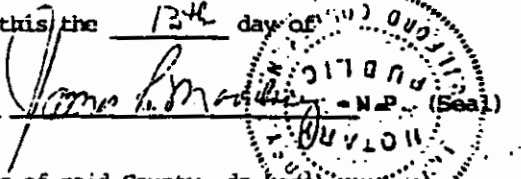
My Commission Expires: 4-14-87



I, the undersigned, a Notary Public of said County, do hereby certify that James G. Smith Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 12<sup>th</sup> day of October, 1985.

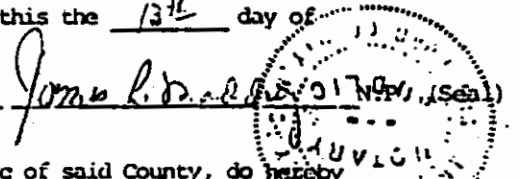
My Commission Expires: 4-14-87



I, the undersigned, a Notary Public of said County, do hereby certify that James L. Smith, Jr. Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 13<sup>th</sup> day of October, 1985.

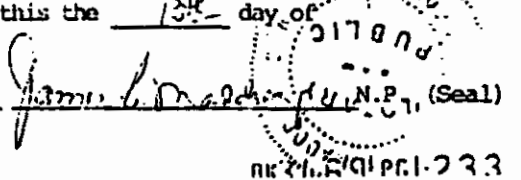
My Commission Expires: 4-14-87



I, the undersigned, a Notary Public of said County, do hereby certify that Steve & Judy James Owner(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 13<sup>th</sup> day of October, 1985.

My Commission Expires: 4-14-87



1.5095.7

RECORDED  
KAY F. PATSEAYOURAS  
REGISTER OF DEEDS  
GUILFORD COUNTY NC  
Nov 1 9 02 AM '85

NORTH CAROLINA - GUILFORD  
The James R. Maddeley  
Barbara C. Beck  
A Notary (Notaries) Public in  
(are) certified to be correct.  
NOV - 1 1985  
This John B. Duman  
Register of Deeds  
Deputy, Register of Deeds

BK3469 PG1234



RESOLUTION OF FRIENDLY WEST TOWNHOUSE ASSOCIATION, INC.

RE: Collection of Delinquent Assessments

WHEREAS, it is the responsibility of the Board of Directors of the Association to see that periodic payment of assessments by members are collected in a timely fashion to insure efficient management of the affairs of the Association; and

WHEREAS, from time to time, some members of the Association become delinquent in payment of said assessments causing extraordinary action to be taken by the Board of Directors in collection of these assessments; and

WHEREAS, prior to the adoption of this Resolution, the Board of Directors has not charged late charges or interest on delinquent assessments because a written policy has not been distributed to the members of the Association giving them due notice of this change in procedure; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Association which are recorded at Book 3169, Page 212, Guilford County Registry, as amended by Amendment to Declaration recorded at Book 3469, Page 1222, Guilford County Registry, does provide in Article IV, Section 9 as follows:

EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. "Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot."

WHEREAS, the Board of Directors of the Association deems it in the best interest of all of the members of this Association that a firm policy be established and distributed to all members.

NOW, THEREFORE, BE IT RESOLVED THAT the following Resolution was adopted by the Board of Directors of this Association at its meeting held the 2<sup>nd</sup> day of May, 1990.

RESOLVED THAT,

1. Monthly payments of annual assessment are due and payable on the first day of each calendar month unless otherwise agreed to by the Board of Directors.