

Prepared by and Mail to: James H. Slaughter, Rossabi Black Slaughter PA  
P.O. Box 41027, Greensboro, NC 27404

NORTH CAROLINA  
DAVIDSON COUNTY

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR PENNFIELD**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PENNFIELD (the "Declaration") is made this the 31 day of December, 2012, by the Pennfield Homeowners' Association, Inc., hereinafter referred to as the "Association."

WITNESSETH THAT

WHEREAS, by the following instruments recorded in the Davidson County Registry, the Declarant, Abbots Creek Associates, LLC, subjected Pennfield (the "Property") to the following Declaration of Covenants, Conditions and Restrictions (the "Declaration") and amendments to the same:

- a) Book 1494, Page 1055 on January 23, 2004;
- b) Book 1595, Page 1324 on March 14, 2005;
- c) Book 1598, Page 1182 on March 24, 2005;
- d) Book 1620, Page 1721 on June 22, 2005;
- e) Book 1645, Page 48 on September 21, 2005;
- f) Book 1778, Page 1567 on April 11, 2007; and
- g) Book 1858, Page 217 on April 15, 2008.

WHEREAS, the Declaration applies to and runs with the land described in the Plat Books and Pages of the Davidson County Register of Deeds, including the following:

- a) Plat Book 41, Pages 24 and 25;

- b) Plat Book 41, Page 31;
- c) Plat Book 45, Pages 62 and 63;
- d) Plat Book 45, Page 96; and
- e) Plat Book 48, Pages 66 and 67.

WHEREAS, Article XI, Section 3 of the Declaration provides that the Declaration may be amended with the consent of the Owners entitled to cast at least sixty-seven percent (67%) of the votes of the Association;

WHEREAS, this amendment is executed on behalf of the Association by its duly authorized officers who attest that the requisite Owner approval has been obtained and is evidenced by written acknowledgement(s) signed by the Owners approving the amendment and made a part of the Minute Book of the Association; and

WHEREAS, this instrument is executed to provide for the following amendment to Article VI ("Exterior Maintenance") of the Declaration.

NOW THEREFORE, Article VI of the Declaration of Covenants, Conditions, and Restrictions for Pennfield is amended to read as follows:

**ARTICLE VI  
EXTERIOR MAINTENANCE**

**"SECTION 1. EXTERIOR MAINTENANCE TO BE PERFORMED BY THE ASSOCIATION.** The Association shall maintain the Common Elements and shall maintain the surface of the grounds of each Lot which is subject to assessments hereunder, as follows: mow, seed and fertilize all grassed areas, mulch, remove and replace dead or diseased trees or shrubs if such trees or shrubs were planted by the Declarant, a builder during initial construction on the Lot, or the Association, and prune all trees or shrubs planted by the Declarant, a builder during initial construction on the Lot, or the Association. It shall be the burden of the Owner to prove the item was installed by Declarant, builder, and/or the Association. In addition, the Association shall provide exterior maintenance for the dwelling located on each Lot which is subject to assessments hereunder, as follows: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces (excluding doors and all door hardware, garage doors and all garage door hardware, glass surfaces, window or door screens, any storm doors), steps, and other exterior improvements. Such exterior maintenance shall not include the exterior maintenance to be performed by the Owners as provided in Section 2 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, flood, windstorm, hail, explosion, riot, riot attending strike, civil commotion, aircraft, vehicles or smoke, as the foregoing may be defined and may be further explained in North Carolina Standard Fire and Extended Coverage insurance policies, any expenses incurred by the Association for such maintenance, replacement or repairs, including any insurance deductible, shall be added to and become a part of the assessment to which such Lot is subject.

**SECTION 2. EXTERIOR MAINTENANCE TO BE PERFORMED BY THE OWNERS.** Each Owner shall be liable and responsible for the exterior maintenance, repair and replacement of all items not designated as the responsibility of the Association in Section 1 above, including but not limited to doors, garage doors, glass surfaces, window or door screens, any storm doors, air conditioning and heating equipment and all other equipment required to provide water, light, power, telephone, sewage and sanitary service to his Lot which are not publicly maintained, driveways, and sidewalks. In the event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings within the Properties, the Association may provide such exterior maintenance and all cost incurred by the Association in providing such exterior maintenance shall be added to the annual assessment for such Lot and subject to such lien rights as may be provided by the Declaration or law; provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Associations 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 and/or dwelling in a manner consistent with other Lots and dwellings within the Properties shall be made by the Executive Board of the Association, in its sole discretion. The Association shall also have the authority to fine owners as may be permitted by statute after notice and an opportunity to be heard.

**SECTION 3. 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.”

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

This the 31 day of December, 2012.

Pennfield Homeowners' Association, Inc.

By: Marie P. Stone  
President,  
Pennfield Homeowners' Association, Inc.

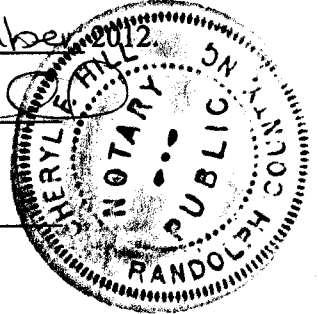
NORTH CAROLINA  
Randolph COUNTY

I, the undersigned Notary Public, do hereby certify that Marie P Stone  
personally appeared before me this day and acknowledged that s/he is the President of  
Pennfield Homeowners' Association, Inc., and that s/he has executed the foregoing  
instrument as its President.

WITNESS my hand and seal this the 31<sup>st</sup> day of December, 2012

[Signature]  
Notary Public

Cheryl F Hill  
Printed Name



My commission expires:

6/10/2017