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BY: AMANDA J BALLARD

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GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$26.00

Prepared by: Margaret M. Chase, Ruby Chase Taliercio (Plus Lynn Personius)
114 N. Elm Street, Suite 200, Greensboro, NC 27401

GUILFORD COUNTY
NORTH CAROLINA

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR DEERFIELD
TOWNHOMES, SECTION ONE**

(6) ¹³
THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DEERFIELD TOWNHOMES, SECTION ONE is made this
19th day of December, 2023 by Deerfield Townhomes Homeowners Association, Inc. ("the
Association").

WITNESSETH:

WHEREAS, by the following instrument recorded in the Guilford County Registry, the
Declarant, M&P Developers, LLC subjected DEERFIELD TOWNHOMES (the "Property") to
the following Declaration of Covenants, Conditions and Restrictions (the "Declaration") and
amendments to the same:

- a) Book 4825, Page 592;
- b) Book 4906, Page 503;
- c) Book 5009, Page 770;
- d) Book 5084, Page 593;
- e) Book 5166, Page 682;
- f) Book 5337, Page 1440;
- g) Book 6436, Page 3038; and
- h) Book 8703, Page 223.

WHEREAS, the Declaration applies to and runs with the land described in the Plat Book
and Page of the Guilford County Register of Deeds, including the following:

- a) Plat Book 131, Page 150;
- b) Plat Book 134, Page 42;
- c) Plat Book 137, Page 32;

- d) Plat Book 138, Page 116;
- e) Plat Book 140, Page 128;
- f) Plat Book 142, Page 104; and
- g) Plat Book 147, Page 97.

WHEREAS, Article XI, Section 3 of the Declaration provides as follows:

“The Covenants, Conditions and Restrictions of this Declaration may be amended only by the affirmative vote or written agreement signed by Lot Owners of lots to which at least seventy-five percent (75%) of the votes in the Association are allocated.”

WHEREAS, Article XI, Section 4 of the Declaration provides as follows:

“Any amendment must: (1) be executed on behalf of the Association by its duly authorized officers; (2) contain a certification by the officers executing the amendment on behalf of the Association 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 (3) be properly recorded in the Office of the Register of Deeds of Guilford County, North Carolina. Any amendment recorded and certified by officers executing the amendment shall be conclusively presumed that such amendment has been duly adopted.”

WHEREAS, consent has been obtained by Owner(s) to entitled to cast at least seventy-five percent (75%) of the votes in the Association are allocated and 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:

A new Article XIII, Insurance, shall be added as follows:

ARTICLE XIII
Insurance

Section 1. Insurance to be Maintained by the Association. The following insurance coverage shall be maintained in full force and effect by the Association:

- (a) **Public liability and property damage insurance in such amounts and in such forms as shall be required by the Association, but public liability shall be an amount of at least \$1,000,000.00 for each occurrence.**
- (b) **All liability insurance shall contain cross-liability endorsements to cover liability of the Owners as a group to an individual Owner.**

- (c) **Fidelity bond coverage covering those that shall be responsible or shall handle funds of the Association.**
- (d) **Such other insurance coverage as it may determine to be desirable and necessary, including directors and officer's liability insurance and fire and hazard insurance covering all buildings located on the Property as specified in Section 4, if determined to be better served by the Association procuring such insurance.**

Section 2. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and deemed to be assessments as set forth in Article VI of this Declaration.

Section 3. Insurance Beneficiaries. All such insurance policies shall be purchased by the Association for the benefit of the Association and the Owners.

Section 4. Insurance to be Maintained by the Owners. Every Owner shall maintain in full force and effect at all times fire and hazard insurance in an amount equal to the full replacement value of his or her Dwelling, including the value of excavations and foundations. Insurance policies must provide that the insurer issuing the Policy may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association at its address of record with the North Carolina Secretary of State.

An Owner shall exhibit to the Board, upon request, evidence that such insurance is in effect. If any Owner shall fail to maintain such insurance, the Board is authorized to obtain such insurance in the name of the Owner from an insurer selected by the Board, and the cost of such insurance shall be included in the annual assessment of the Owner and shall constitute a lien against his Lot until paid as a result of enforcement by the Association or otherwise.

The Association may, at its election, procure and pay for such insurance on all buildings, improvements and Dwellings.

Casualty coverage shall afford protection against:

- (a) **Loss or damage to property by fire or other hazards covered by a standard extended coverage endorsement; and**
- (b) **Such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the buildings and improvements to be insured, including, but not limited to, vandalism and malicious mischief.**

This the 19th day of December 2023.

Deerfield Townhomes Homeowners Association, Inc.

By: Glenn Meredith
Glenn Meredith, President

ATTEST:

Elizabeth Hawks
Secretary, Deerfield Townhomes
Homeowners Association, Inc.

I, Elizabeth Hawks, Secretary of Deerfield Townhomes Homeowners Association, Inc., certify that Glenn Meredith personally came before me this day and acknowledged that s/he is the President of Deerfield Townhomes Homeowners Association, Inc. and that by authority duly given by the Board of Directors, and as an act of the Corporation, the foregoing instrument was signed on behalf of the Corporation.

WITNESS my hand, this the 19 day of December, 2023.

Elizabeth Hawk
Secretary, Deerfield Townhomes
Homeowners Association, Inc.

NORTH CAROLINA
GUILFORD COUNTY

I, a Notary Public of the County and State aforesaid, certify that Glenn Meredith personally came before me this day and acknowledged that he/she is President of Deerfield Townhomes Homeowners Association, Inc. and that he/she, President, being authorized to do so, executed the foregoing on behalf of Deerfield Townhomes Homeowners Association, Inc.

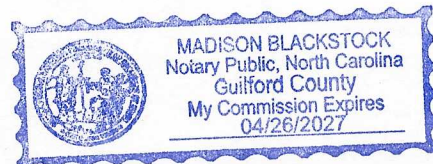
WITNESS my hand and official stamp or seal, this 19th day of December, 2023.

Madison Blackstock
Notary Public

Madison Blackstock
Printed Name

My commission expires:

04/26/2027



NORTH CAROLINA
GUILFORD COUNTY

I, a Notary Public of the County and State aforesaid, certify that Elizabeth Hawks personally came before me this day and acknowledged that he/she is Secretary of Deerfield Townhomes Homeowners Association, Inc. and that he/she, Secretary, being authorized to do so, executed the foregoing on behalf of Deerfield Townhomes Homeowners Association, Inc.

WITNESS my hand and official stamp or seal, this 19th day of December, 2023.

Madison Blackstock
Notary Public

Madison Blackstock
Printed Name

My commission expires:

04/26/2027

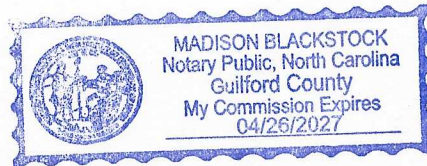


EXHIBIT A

**CERTIFICATION OF VALIDITY OF AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR DEERFIELD TOWNHOMES, SECTION ONE**

By authority of its Board of Directors, Deerfield Townhomes Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly adopted by written acknowledgment of the owners of ninety one percent (91%) of the votes of the Members of the Association and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions, and Restrictions for Deerfield Townhomes, Section One. The written acknowledgements have been made part of the Minute Book of the Association.

This the 19 day of December, 2023.

DEERFIELD TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.

Glen W. Smith

President

ATTEST:

Elizabeth Hawks