

BK: R 8790

PG: 1082-1088

RECORDED:
12-28-2023

02:42:34 PM

BY: KATHLEEN TALLEY
DEPUTY-GB



2023058939

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$51.00

NON-STANDARD DOC FEE

7/15

Prepared by and Mail to: Margaret M. Chase, Ruby Chase Taliercio
114 N. Elm Street, Suite 200, Greensboro, NC 27401

NORTH CAROLINA
GUILFORD COUNTY

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BLAKENEY AT
IRVING PARK**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BLAKENEY AT IRVING PARK (the
"Declaration") is made this the 28th day of December, 2023 by Blakeney
Homeowners Association, Inc. (the "Association").

WITNESSETH THAT

WHEREAS, by the following instrument recorded in the Guilford County
Registry, the Declarant, Blakeney, LLC, subjected BLAKENEY AT IRVING PARK (the
"Property") to the following Declaration of Covenants, Conditions and Restrictions and
amendments to the same:

1. Deed Book 7270, Page 1473;
2. Deed Book 7772, Page 2346;
3. Deed Book 8018, Page 1972; and
4. Deed Book 8658, Page 1946.

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:

1. Plat Book 180, Page 27;
2. Plat Book 181, Page 3;
3. Plat Book 182, Page 8;
4. Plat Book 186, Page 114;
5. Plat Book 189, Page 17;
6. Plat Book 189, Page 107;

7. Plat Book 190, Page 122;
8. Plat Book 191, Page 136;
9. Plat Book 196, Page 23;
10. Plat Book 196, Page 40;
11. Plat Book 196, Page 65;
12. Plat Book 200, Page 142; and
13. Plat Book 200, Page 143.

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

“This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) 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; however, until December 31, 2021 any such amendment must be consented to by the Declarant. Any amendment or termination of this Declaration must be approved by the governmental body having jurisdiction of the watershed regulations governing the Properties solely for the purpose of assuring that any Water Detention Facility together with those facilities associated with it shall continue to be properly maintained, and must be properly recorded in the Guilford County Registry to be effective and enforceable.”

WHEREAS, an affirmative vote has been obtained by Lot Owner(s) to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the amendment has been approved by the governmental body having jurisdiction of the watershed regulations governing the Properties. 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 X, Insurance, shall be deleted in its entirety and replaced with the following:

ARTICLE X 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 V 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.**

In addition to the preceding portions of this section, the Association shall have the authority to establish fines to be imposed upon Members who violate the

terms of this Section. The procedure for assessing any such imposition of fines shall be in the form of a hearing to be conducted pursuant to the terms of North Carolina General Statute Section 47F-3-107.1 as amended or replaced from time to time.

Article XII, General Provisions, Section 6, Party Walls, shall be deleted in its entirety and replaced with the following:

Section 6. Party Walls.

- (a) Each wall that is built as a part of the original construction of the homes 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 Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.**
- (b) The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make the use of the wall in proportion to such use.**
- (c) 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.**
- (d) Notwithstanding any other provision of this Section, an Owner who by his negligence 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 any damage resulting from such exposure.**
- (e) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title to his Lot.**
- (f) In the event of any dispute concerning a Party Wall or any other aspect of this Section, such dispute shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court of competent jurisdiction.**

This the 18 day of December, 2023.

Blakeney Homeowners Association, Inc.

By: [Signature]
President, Blakeney Homeowners Association, Inc.

ATTESTED:

James Hall
Secretary, Blakeney Homeowners Association, Inc.

I, James Hall, Secretary of Blakeney Homeowners Association, Inc. certify that John Donohoe acknowledged that s/he is the President of Blakeney Homeowners 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 18 day of December, 2023.

James Hall
Secretary, Blakeney Homeowners Association, Inc.

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

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

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

My Commission Expires:

Yesenia Aguilar
Notary Public
Printed Name: Yesenia Aguilar

YESENIA AGUILAR
Notary Public
Alamance Co., North Carolina
My Commission Expires August 22, 2024

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, the undersigned Notary Public, do hereby certify that James Hall
personally appeared before me this day and acknowledged that s/he is the Secretary of
Blakeney Homeowners Association, Inc., and that s/he has executed the foregoing
instrument as its Secretary.

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

My Commission Expires:

Yesenia Aguilar
Notary Public
Printed Name: Yesenia Aguilar

YESENIA AGUILAR
Notary Public
Alamance Co., North Carolina
My Commission Expires August 22, 2024

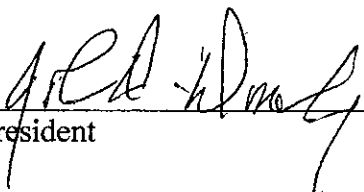
EXHIBIT A

**CERTIFICATION OF VALIDITY OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BLAKENEY AT IRVING PARK**

By authority of its Board of Directors, Blakeney Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly adopted by an affirmative vote of the Lot Owner(s) of seventy percent (70%) of the votes in the Association and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Blakeney at Irving Park.

This the 18 day of December, 2023.

BLAKENEY HOMEOWNERS ASSOCIATION, INC.



President

ATTEST:



Secretary