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GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

*ESM
Nail to*

Prepared by: Margaret M. Chase, Ruby Chase Taliercio
111 Wilson Street, Greensboro, NC 27401

GUILFORD COUNTY
NORTH CAROLINA

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTHLINE
PLACE**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHLINE PLACE is made this 28 day of January 2025 by Northline Place Association (“the Association”).

WITNESSETH:

WHEREAS, by the following instrument recorded in the Guilford County Registry, the Declarant, Sabre Properties, Inc. subjected NORTHLINE PLACE (the “Property”) to the following Declaration of Covenants, Conditions and Restrictions (the “Declaration”) and amendments to the same:

- a) Book 3600, Page 1781;
- b) Book 6795, Page 1086;
- c) Book 7256, Page 685; and
- d) Book 8624, Page 2900.

WHEREAS, pursuant to the Declaration, this Declaration may be amended by “an instrument signed by not less than seventy-five (75%) percent of the Lot Owners;” and

WHEREAS, written consent has been obtained from at least seventy-five percent (75%) of the Lot Owners. The instrument containing said signatures may be found among the books, records and minutes of the Association. 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 VI, Exterior Maintenance, shall be deleted in its entirety and replaced with the following:

SECTION 1. EXTERIOR MAINTENANCE BY THE ASSOCIATION. The Association shall repair and maintain the Common Elements and any improvements, utilities and facilities located on the Common Elements and shall be responsible for payment of assessments for public and private improvements made to or for the benefit of the Common Elements. The Association shall also repair and maintain the grounds of each Lot which is subject to assessments hereunder (except for any enclosed privacy area, which area shall be maintained by the Owner(s) of the Lot on which the residence is located), as follows: mow, seed, and fertilize all grassed areas and irrigate all areas where the Association maintained sprinkler system is installed, mulch, lay pine straw and prune all shrubs and plants. In addition, the Association shall provide exterior maintenance for the dwelling located on each Lot which is subject to assessments hereunder, as follows: paint exterior building surfaces. The Association further is responsible for all mailboxes and brick mailbox housing in Northline Place. Such exterior maintenance shall not include the exterior maintenance to be performed by the Owners as provided in Section 2 below. In order to enable the Association to accomplish the foregoing, there is 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).

SECTION 2. EXTERIOR MAINTENANCE BY THE OWNERS. Each Owner at all times, shall maintain, repair and otherwise be responsible for his or her Lot and the improvements thereon, including, but not limited to, steps, walkways, driveways, shutters, air conditioning and heating equipment and all utility lines, fixtures and/or their connections required to provide water, light, power, telephone, drainage, sewage and sanitary service to the Lot which are not publicly maintained, pruning and replacement of all dead and/or deceased trees, replacement of all dead and/or deceased shrubs and plants, repair and replacement of all exterior surfaces, all glass surfaces, window and door screens, and all exterior doors including garage doors, brick work, including foundations, or subsurface leakage into the basement areas or crawl space. Each Owner also shall be responsible for the maintenance of any enclosed privacy area and any awnings, deck, patio, stoop and railings located on their Lot. Furthermore, each Owner shall be responsible for the repair, replace and care of roofs, flashing, chimneys (including wash and caps), gutters, and downspouts on their Lot. The Architectural Control Committee or the Board of Directors shall, in their sole discretion based upon an inspection by a qualified roofer selected by the Committee or the Board of Directors, notify each Owner in writing that their roof is in need of replacement.

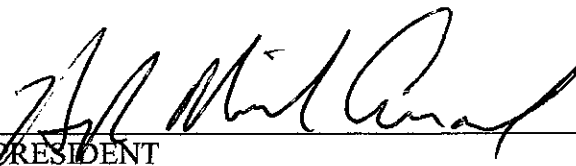
In the event that the Owner neglects or fails to maintain his or her dwelling and/or the exterior of his or her Lot (and which is not the maintenance


responsibility of the Association) in a manner consistent with other Lots within Northline Place, the Association may provide such exterior maintenance and all cost incurred by the Association in providing such exterior maintenance shall be added to the assessment for such Lot and subject to the lien rights described in Article IV herein provided, however, that the Association shall first give written notice to the Owner of the specified items of exterior maintenance or repair the Association 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 in a manner consistent with other Lots within Northline Place shall be made by the Board of Directors, in its sole discretion.

The replacement of any Owner maintained item shall match the original in both quality, appearance and color and shall be subject to compliance with the Architectural Control provision of Article V requiring written approval as to such replacement.

This the 28 day of January 2025.

NORTHLINE PLACE ASSOCIATION

BY: 
PRESIDENT

BY: 
SECRETARY

NORTH CAROLINA

Guilford COUNTY

I, a Notary Public of the County and State aforesaid, certify that Hugh Michael Arnaud personally came before me this day and acknowledged that he/she is President of Northline Place Association and that he/she, President, being authorized to do so, executed the foregoing on behalf of Northline Place Association.

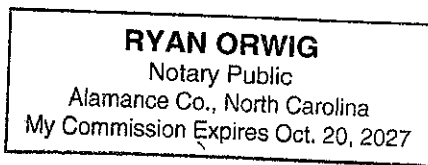
WITNESS my hand and official stamp or seal, this 28th day of Jan., 2025.

[Signature]
Notary Public

Ryan Orwig
Printed Name

My commission expires:

10/20/2027

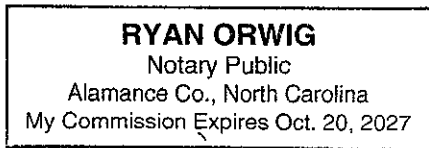


NORTH CAROLINA

Guilford COUNTY

I, a Notary Public of the County and State aforesaid, certify that Rose B Gaiser personally came before me this day and acknowledged that he/she is Secretary of Northline Place Association and that he/she, Secretary, being authorized to do so, executed the foregoing on behalf of Northline Place Association.

WITNESS my hand and official stamp or seal, this 28th day of Jan., 2025.



[Signature]
Notary Public

Ryan Orwig
Printed Name

My commission expires:

10/20/2027


EXHIBIT A

**CERTIFICATION OF VALIDITY OF THE AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTHLINE PLACE**

By authority of its Board of Directors, Northline Place Association hereby certifies that the foregoing instrument has been duly adopted by written acknowledgment of the owners of seventy five percent (75%) of the Lot Owners in the Association and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Northline Place. The written acknowledgements have been made part of the Minute Book of the Association.


This the 28th day of January 2025.

NORTHLINE PLACE ASSOCIATION



President

ATTEST:



Secretary