

Prepared by and Return to H. Dolph Berry, Esq.  
NORTH CAROLINA  
CUMBERLAND COUNTY

ADMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
OF  
WESTSHORE PARK, PHASES I THROUGH VI

KNOW ALL MEN, by the presents, this 10<sup>th</sup> day of October, 2012:

WHEREAS, Declarant, William E Clark, as owner of the property know as WESTSHORE PARK, PHASE I, Book of Plats 93, Page 1, Cumberland County Registry caused to be recorded a Declaration of Covenants, Conditions and Restrictions for the Subdivision in Book 4573, page 141, Cumberland County Registry ; and

WHEREAS, by duly recorded deeds of conveyance to the first purchasers of the individual lots of Phases II through VI of Westshore Park Subdivision, Declarant , by reference to the recorded Declaration, Covenants and Restrictions as herein cited did subject each lot to the said Declaration; and

WHEREAS, ARTICLE XIV, Section 3. of said Declaration provides that the Declaration, Covenants and Restrictions may be amended by instrument signed by ninety percent (90%) of the Lot Owners in the subdivision; and

WHEREAS, the undersigned Lot Owners, being ninety percent (90%) of all present Lot Owners in Westshore Park, Phases I through VI, desire to amend the Declaration of Covenants, Conditions and Restrictions as recorded in Book 4573, Page 141 Cumberland County Registry and the same is amended in the following respect:

ARTICLE VIII, EXTERTIOR MAINTENANCE is amended as follows:  
ARTICLE VIII, EXTERIOR MAINTENANCE

Section 1. Association's Duty. The Association shall provide maintenance for the painting, repairing, replacing and caring of roofs, gutters, downspout, exterior building surfaces, drives, storm drainage systems, irrigation systems, landscaping, exterior lighting, perimeter wall and perimeter fencing.

The cost of such maintenance, repairs and replacements shall be paid for out of the assessments provided for in Article IV above, subject to the provisions of Section 2 of this Article.

Section 2. Lot Owner Casualty Insurance Requirement.

- (a) Each Lot owner shall be required to maintain casualty insurance on their property in the form of a North Carolina Homeowner 3 Insurance Policy, in an amount sufficient to pay One Hundred Percent (100 %) of the cost to repair or replace the Lot Owner's property in the event it is damaged or destroyed by casualty.
- (b) In the event of loss by casualty, the Lot Owner's insurance coverage shall be the primary source of payment for any casualty loss to property enumerated in Section 1. of this Article; provided that the Association shall reimburse the Lot Owner for any

"out of the pocket" expense, including the deductible upon Lot Owner's Insurance, in an amount not to exceed One Thousand Dollars (\$1,000.00) per occurrence.

End of Amendment

Except as herein amended, The Declaration of Covenants, Conditions and Restrictions, dated October 29, 1996 and recorded in Book 4573, Pages 141- 149, Cumberland County Registry, shall remain in full force and effect and are hereby ratified, confirmed and approved by each of the parties hereto.

In Witness Whereof, each of the undersigned has executed this instrument for the purposes stated therein.

