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DJ

<sup>Box</sup>  
Prepared by and Return to H. Dolph Berry, Esq.  
NORTH CAROLINA  
CUMBERLAND COUNTY

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

KNOW ALL MEN, by the presents, this the 2<sup>nd</sup> day of FEBRUARY, 2017:

WHEREAS, Declarant, William E Clark, as owner of the property known 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 during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners in the subdivision, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners in the subdivision; and

WHEREAS, ARTICLE VIII, EXTERIOR MAINTENANCE, has been duly amended, said amendment being recorded in Book 9021, page 558, Cumberland County Registry; and

WHEREAS, more than twenty (20) years have elapsed since the date of Declaration of the Declaration of Covenants, Conditions and Restrictions as recorded in Book 4573, Page 141 Cumberland County Registry; and

WHEREAS, the undersigned Lot Owners, being seventy-five (75%) percent of all present Lot Owners in Westshore Park, Phases 1 through VI, desire to amend the Declaration of Covenants, Conditions and Restrictions as recorded in Book 4573, Page 141 and Amended as recorded in Book 9021, Page 558, all in the Cumberland County Registry, and the same is amended in the following respects:

A. ARTICLE IV, COVENANTS FOR MAINTENANCE ASSESSMENTS,

Section 2. Purpose of Assessments is amended as follows:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote recreating, health, safety, and welfare of the residents in the properties and for the Upkeep, improvement and maintenance of the Common Area and in specified instances, Individual Lots located within the properties, to wit: including, but not limited to;

(a) The Common Area:

- (1) Landscape Upkeep and Maintenance;
- (2) Fences and walls; *located in common area*
- (3) Private streets and roadways within the properties which are not the responsibility of the City of Fayetteville;
- (4) Area lighting, including street lamps;
- (5) Irrigation systems located in the common area;

(b) Upon Individual Lots

- (1) Brick Walkways and brick steps (excluding ones located in garages)
- (2) Perimeter walls and fencing
- (3) Irrigation systems,
- (4) Landscape maintenance including trimming of hedges and shrubs, mowing of grass, edging drives, walkways, patios and shrubbery borders, pine straw and debris removal and periodic trimming of flowering trees (Crepe Myrtle),
- (5) Gutters and downspouts, including the cleaning and necessary replacement,
- (6) Exterior building surfaces including painting of exterior wooden surfaces, garage doors, gutters, downspouts. (All other doors, as well as windows are specifically excluded from the definition of "exterior building surfaces")
- (7) Repair and replacement of roofs
- (8) Storm drainage systems

ARTICLE VIII, EXTERIOR MAINTENANCE is amended as follows:

## ARTICLE VIII, EXTERIOR MAINTENANCE

### Section 1. Association's Duty.

A. The Association shall provide maintenance, repairs and replacements for the Individual Lots as itemized Article IV, Section 2(b) and the cost thereof shall be paid out of the assessments provided for in Article IV, above, subject to the provisions of Section 4 of this Article.

B. The Association shall have a reasonable time in which to make any repair or do any other work required of the Association pursuant to this Declaration.

C. In case of ambiguity or omission, the Association's Board of Directors may interpret the Declaration and the Board's interpretation shall be final if made without malice or fraud.

### Section 2. Lot Owner's Duty.

(a) The maintenance, repair and/or replacement of any subject or item not specifically delegated to the Homeowners' Association, as set forth in Article IV, Section 2. "Purpose of Assessments" (a) and (b) and Article VIII, "Exterior Maintenance", Section 1. Association's Duty, shall be the responsibility of the Individual Lot Owner.

(b) Such subject or items being the responsibility of the Individual Lot Owner for maintenance, repair and/or replacements on Owner's Individual Lot shall include but not be limited to:

- (1) Painting, repairing or replacement of all exterior doors
- (2) Repair and/or replacement of all windows
- (3) Removal and replacement of dead shrubbery and/or dead sod or grass if required for appearance;
- (4) Patios
- (5) Pergolas or like structures
- (6) Removal of trees or tree limbs
- (7) Removal (or trimming) of any hedge, shrub, tree or other thing, natural or artificial, placed or located on any Owners Lot, if the location of the same will, in the judgment of the Board of Directors of the Association, obstruct the vision of a motorist upon any access way or any owner's view of the golf course.
- (8) Repair or replace exterior light fixtures

### Section 3. Damage Caused By Lot Owner

Lot Owners are responsible for damage to Common Areas or Association Maintenance Areas of Individual lots as a result of the willful act, or active or passive negligence, of any Owner, his family, invitees, or tenants, including damage caused by vehicles parked in/on such areas.

**Section 4. 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, as amended October 10, 2012 and recorded in Book 9021, Page 558 Cumberland County Registry shall remain in full force and effect and are hereby ratified, confirmed and approved by each of the parties hereto.

(Remaining portion of page left intentionally blank)