

FOR REGISTRATION REGISTER OF DEEDS
REBECCA T. CHRISTIAN
NEW HANOVER COUNTY, NC
2001 JAN 03 02 00 40 PM
BK 2861 PG 570-576 FEE \$18 00
INSTRUMENT # 2001000295

168
6

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF ASHLEY PARK
AT GEORGETOWNE, SECTION TWO,
A PLANNED UNIT DEVELOPMENT

THIS AMENDMENT, made this 3rd day of January, 2001 by ASHLEY PARK
DEVELOPMENT, INC , a North Carolina corporation, hereinafter referred to as the
"Declarant/Developer"

WITNESSETH

WHEREAS, the Declarant/Developer recorded a Declaration of Covenants, Conditions
and Restrictions of Ashley Park at Georgetowne, Section Two, a Planned Unit Development
dated July 2, 1999 and recorded in Book 2602, at Page 742, New Hanover County Registry,
hereinafter referred to as the "Declaration", and

WHEREAS, the Declaration reserved certain exclusive rights in the Declarant to
construct Townhomes on certain lots in Ashely Park at Georgetowne; and

WHEREAS, the Declaration reserved the right for the Developer to amend said
Declaration at its discretion at any time prior to January 1, 2003.

NOW, THEREFORE, Declarant/Developer desires to amend the Declaration as follows:

- 1 To the extent any provision of this Amendment conflicts with the Declaration, the provision of this Amendment shall control.
- 2 The Declarant/Developer may, but is not obligated, to construct Townhomes on Lots 87 through 100, inclusive, and Lots 103 through 108, inclusive, all as shown on a map of Ashley Park at Georgetowne, recorded in Map Book 39, at Page 53, of the New Hanover County Registry, hereinafter the "Townhome Lots" The permitted density shall be in accordance with applicable zoning and land use

RETURNED TO A. Solano

- ordinances of New Hanover County, but in no event more than 25 Townhomes.
3. No Townhome smaller than 1,300 heated square feet, when measured by exterior surface, which square footage shall be exclusive of porches, steps, walks, garages, carports, storage areas, etc , shall be constructed or located on said Townhome Lots. All residences must have a minimum single wide concrete driveway. The allowable built-upon area per unit/residence shall be limited to 4,500 square feet inclusive of right-of-way structures, pavement, walkways, or patios of brick, stone, or slate, not including wood decking
 4. The Townhome Lots shall have Limited Common Areas being areas and facilities within any said Lot which are for the exclusive use of the Townhome Lot Owner but which the Association is obligated to maintain. The Limited Common Areas shall consist of (i) the exterior of all dwellings, including by way of illustration, but not limited to, roofs, exterior building surfaces, decks and porches, gutters and downspouts, (ii) yards and other improvements, including by way of illustration, but not limited to, travelways, walkways, lawns, shrubs, grass and privacy fences for each dwelling. The Declarant/Developer reserves an easement of unobstructed access over, on, upon, through and across each Townhome Lot and the Limited Common Areas located thereon, if any, at all reasonable times to perform any maintenance and repair to the Limited Common Areas required by this Amendment. This easement shall also run in favor of the Association and the Association's agents, employees, successors and assigns
 5. The Townhomes constructed on the Townhome Lots may either be insured by a master hazard policy for all of the Townhomes built upon the Townhome Lots or

insured separately by the individual Townhome Lot Owners, whichever the Developer/Declarant chooses. If the responsibility for maintaining the said insurance coverage on the Townhome Lots is turned over to the individual Townhome Lot Owners, the Developer/Declarant may change the insurance coverage back to a master hazard policy as long as the Developer/Declarant owns a Townhome Lot. If the individual Townhome Lot Owner's have separate hazard insurance coverage for the Townhomes under the provisions of this paragraph, then the Association shall be named as additional insured on each separate policy. Each Townhome shall be insured for its full replacement value. Once all of the Townhome Lots are transferred by the Developer/Declarant, the hazard insurance on the Townhomes can be changed upon a majority vote of the Townhome Lot Owners (which votes may be cast in person or by proxy) who are eligible to vote at a meeting duly called for such purpose. In any event, all Townhomes must be insured uniformly, i.e., either all by a master hazard policy or all separately. The cost of any master hazard policy shall be divided pro rata among all the Townhome Lot Owners and shall be an additional assessment pursuant to ARTICLE IV, Section 7 of the Declaration. The Association shall include in the additional assessment an amount sufficient to repair and maintain the Limited Common Areas over the expected life thereof and shall set aside this amount in a reserve fund.

In the event the Townhomes are insured by separate individual hazard policies and a Townhome Lot Owner fails to maintain such coverage, the Association may purchase hazard insurance for the defaulting Townhome Lot Owner and assess

such defaulting owner for the cost thereof plus twenty-five percent (25%), if such assessment remains unpaid thirty (30) days after the due date, it shall bear interest at the rate of fourteen percent (14%) per annum. Any unpaid assessment for hazard insurance on the Townhomes shall be enforceable as a lien against such Townhome Lot pursuant to ARTICLE IV, Section 8 of the Declaration.

The Association shall insure the Limited Common Areas under its blanket liability policy regardless of whether the Townhomes are insured by a master hazard policy or separate individual hazard policies.

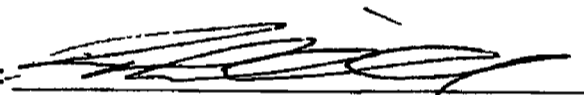
6. Each wall which is built as a part of the original construction of the Townhome and placed on the dividing line between Townhome Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Amendment, the general rules of law in North Carolina regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Townhome Lot Owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, the Townhome Lot Owner who has used the wall may restore it, and if the other Townhome Lot Owner thereafter makes 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 Townhome Lot Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission. Notwithstanding any other provision of this Amendment, a Townhome Lot Owner who by his negligent or willful act caused

the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element The right of any Townhome Lot Owner to contribute from any other Townhome Lot Owner under this Amendment shall be appurtenant to the land and shall pass to such owner's successors in title In the event of any dispute arising concerning a party wall, each Townhome Lot Owner adjoining the party wall shall select an arbitrator, and both arbitrators together shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators


7. In all other respects the Declaration is ratified and affirmed

IN TESTIMONY WHEREOF, ASHLEY PARK DEVELOPMENT, INC has caused this instrument to be executed the year and day first above written.

ASHLEY PARK DEVELOPMENT, INC.

By: 
President

ATTEST

By 
Secretary

(AFFIX CORPORATE SEAL)

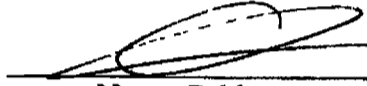


STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

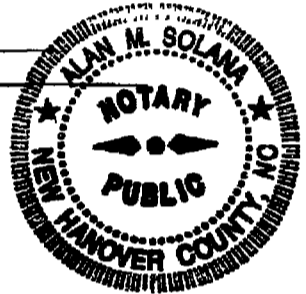
I, Alan M Solana, a Notary Public of the County and State aforesaid, certify that Roger P. James personally appeared before me this day and acknowledged that he is Secretary of ASHLEY PARK DEVELOPMENT, INC, a North Carolina corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal and attested by himself as its Secretary.

Witness my hand and notarial seal or stamp this 3rd day of January, 2001.



Notary Public

My Commission Expires May 20, 2004



2861-576



REBECCA T CHRISTIAN
REGISTER OF DEEDS, NEW HANOVER
JUDICIAL BUILDING
316 PRINCESS STREET
WILMINGTON, NC 28401

Filed For Registration. 01/03/2001 02 00:40 PM
Book RE 2861 Page. 570-576
Document No : 2001000299
AMEND 7 PGS \$18.00

Recorder: MARVIS ANN STORER

State of North Carolina, County of New Hanover

The foregoing certificate of ALAN M SOLANA Notary is certified to be correct. This 3 RD of January 2001

REBECCA T. CHRISTIAN , REGISTER OF DEEDS By Marvis Ann Storer
Deputy/Assistant Register of Deeds

2001000299
2001000299