

For Registration Sharon A. Davis  
Register of Deeds  
Durham County, NC  
Electronically Recorded  
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Instrument Number: 2019037992  
AMD

NORTH CAROLINA

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CRANEBRIDGE  
TOWNHOMES

DURHAM COUNTY

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRANEBRIDGE TOWNHOMES, made this 15th day of October, 2019, by Cranebridge Place Townhome Association, Inc. ("Association"),

WITNESSETH:

WHEREAS, Nicholson Homes, Inc., original developer of that subdivision known as Cranebridge Townhomes ("Cranebridge Townhomes"), located in Durham County, North Carolina caused to be recorded that Declaration of Covenants, Conditions and Restrictions, recorded on August 11, 1989 in Deed Book 1541, Page 224 of the Durham County Registry ("Declaration"); and

WHEREAS, Association has the authority at this time, pursuant to Chapter 47F of the North Carolina General Statutes and Article XIII of the Declaration, to amend the Declaration with the affirmative consent of 75% of the lot owners and members of the Association;

WHEREAS, based upon the affirmative consent of at least 75% of the lot owners and members of the Association, which is greater than the percentage required for a membership increase in the maximum annual assessment pursuant to Article VI, Section 3(c) of the Declaration, the members of the Association have, by approval of this amendment, also approved an increase in the maximum annual assessment as set forth herein;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration is amended as follows:

1. Article VI, Sections 3 (a), (b) and (c) of the Declaration of Covenants, Restrictions and Conditions are deleted in their entirety, and inserted in lieu thereof is the following:

**ARTICLE VI**  
**COVENANT FOR ASSESSMENTS**

**Section 3. Amount of Assessment.**

(a) **Maximum Annual Assessment.** Effective January 1, 2020, the maximum annual assessment is established and will be THREE THOUSAND TWENTY-EIGHT AND 80/100 DOLLARS (\$3,028.80) per lot, and the Association's Board of Directors, in its sole discretion, is authorized to collect assessments from the membership in any amount up to and including the maximum amount for each lot, but will not be required to collect the maximum amount in any given year. The amount set to be collected from Owners in any given year will not affect the annual increase to the Maximum Annual Assessment as established herein.

(b) **Increase by Association.** From and after December 31, 2019, the maximum annual assessment effective for any year may be increased by ten percent (10%) over and above the previous year's Maximum Annual Assessment, without a vote of the membership. The Association's Board of Directors, in its sole discretion, is authorized to collect assessments from the membership in any amount up to and including the maximum amount for each lot, but will not be required to collect the maximum amount in any given year. The amount set to be collected from Owners in any given year will not affect annual increase to the Maximum Annual Assessment as established herein.

(c) **Increase by Members.** From and after December 31, 2019, the Maximum Annual Assessment may be increased by greater than ten percent (10%) by an affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which, setting forth the purpose of the meeting, must be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The limitations herein set forth will not apply to any increase in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Except as amended hereinabove, the remaining portions of the Declaration are and will remain unchanged and in full effect. This Amendment to Declaration of Covenants, Conditions and Restrictions will be effective from the date of its recording in the Durham County Registry.

IN TESTIMONY WHEREOF, the undersigned have caused this instrument to be executed in its name as of the day and year set forth herein.

CERTIFICATE OF VALIDITY OF  
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CRANEBRIDGE TOWNHOMES BY  
CRANEBRIDGE PLACE TOWNHOME ASSOCIATION, INC.

By the authority of its Board of Directors, CRANEBRIDGE PLACE TOWNHOME ASSOCIATION, INC., hereby certifies the foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRANEBRIDGE TOWNHOMES has been duly approved by the written consent of not less than seventy-five (75%) of the Owners of Lots subject to the "Declaration of Covenants, Conditions and Restrictions" recorded in Book 1541, Page 224 of the Durham County Registry, and is therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Cranebridge Townhomes.

CRANEBRIDGE PLACE TOWNHOME ASSOCIATION, INC.

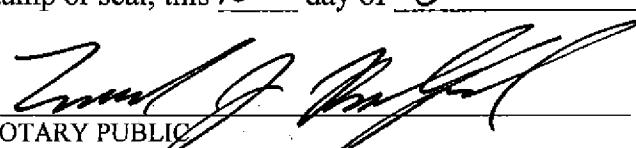
By:   
Rita Anne Weber, President

**STATE OF NORTH CAROLINA**  
**COUNTY OF DURHAM**

**ACKNOWLEDGMENT**

I, a Notary Public of the County and State aforesaid, certify that Rita Anne Weber personally came before me this day and acknowledged that she is President of CRANEBRIDGE PLACE TOWNHOME ASSOCIATION, INC., a North Carolina nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing Certificate of Validity was signed in its name by her as President with full authority and as the act of the corporation.

Witness my hand and official stamp or seal, this 15th day of October,  
2019.

  
NOTARY PUBLIC

My Commission Expires: August 20, 2023

