

BK012947PG00607

WAKE COUNTY, NC 414
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/11/2008 AT 15:45:29

Prepared by and return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605 **BOOK:012947 PAGE:00607 - 00615**

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR PARLIAMENT POINTE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Parliament Pointe, made this 8 day of February, 2008 by the lot owners and members of Parliament Pointe Homeowners Association, Inc. (hereinafter, "the Association"),

WITNESSETH:

THAT WHEREAS, the original Declarant Ammons, Inc. caused to be recorded a Declaration of Covenants and Restrictions for Parliament Pointe in Book 4511, Page 240 in the Wake County Registry, (hereinafter, "Declaration"); and

WHEREAS, access to the Association is over an easement through the Dunbarton Pointe Subdivision, captioned "Capstone Drive 25' access and utility easement" as shown on a Map recorded in Book of Maps 1985, Page 1230, Wake County Registry; and

WHEREAS, Dunbarton Pointe at Greystone Village Condominium Owners Association, Inc. ("Dunbarton Pointe") filed a lawsuit against the Association styled, *Dunbarton Pointe at Greystone Village Condominium Owners Association, Inc. v. Parliament Pointe Homeowners Association, Inc.*, 05 CVD 7102, Wake County District Court) (the "Lawsuit"), alleging that the Association had failed to pay the sums demanded by Dunbarton Pointe in order to maintain, upkeep, repair and replace the entrance statement to Dunbarton Pointe and the Association;

WHEREAS, summary judgment was entered in favor of the Association on 20 January 2006 and on 23 January 2006 Dunbarton Pointe appealed the ruling to the North Carolina Court of Appeals;

WHEREAS, the North Carolina Court of Appeals ruled on September 4, 2007 that the

BK012947PG00608

trial court erroneously granted summary judgment in favor of Parliament Pointe and remanded the case to the trial court for further proceedings;

WHEREAS, since the decision by the North Carolina Court of Appeals, the parties have agreed to settle their dispute and as part of settlement of the Lawsuit between Dunbarton Pointe and the Association, the Association has agreed to amend its Declaration to define the term "entrance statement" between both Dunbarton Pointe and the Association; and

WHEREAS, Article XIX of the Declaration provides that such Declaration may be amended at this time by the approval of members of the Association owning sixty-seven percent (67%) of the Lots in the subdivision. This amendment shall become effective upon recordation of this amendment in the Wake County Registry.

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Covenants and Restrictions for Parliament Pointe shall be amended as follows:

1. To amend Article I, Section 15 of the Declaration by deleting that section in its entirety and inserting in lieu thereof the following:

"Entrance Statement" shall mean and refer only to three (3) areas owned by Dunbarton Pointe, and which are shown in the map recorded in Book of Maps 1985, Page 1230, Wake County Registry. The areas are more specifically described as follows:

- a. From the intersection of chord C12 with Capstone Drive, along chord C12 for twenty-four (24) feet in a generally westerly direction; then perpendicular to that point on chord C12 for fifteen (15) feet in a general southerly direction; then at a ninety (90) degree angle in a generally easterly direction to the intersection of the resulting line with the T4 line; and then along the edge of Capstone Drive back to the place of beginning. As of the date of this Amendment, the area outlined in this paragraph generally encompasses the fence and landscape lights, but not the wall and the sign.
- b. From point C1 along chord C10 in a general southerly direction to its intersection with Capstone Drive, then along the edge of Capstone Drive in a general easterly direction for fifteen (15) feet; then perpendicular to the line along the edge of Capstone Drive in a general northerly direction to the intersection of that line with the line running between points C1 and C6, then back along that line to the place of beginning. As of the date of this Amendment, the area outlined in this paragraph generally encompasses the fence and landscape lights.
- c. The area (traffic island) bounded by Chord C11 and Capstone Drive. As of the date of this Amendment, the area outlined in this paragraph generally encompasses the gazebo, fence, walls, iron gate, landscape lights, and irrigations system.

BK012947PG00609

2. To amend Article XIII, Section 5 of the Declaration by deleting that section in its entirety and inserting in lieu thereof the following:

In deeds recorded in Book 3520, Page 303 and Book 3520, Page 305, both of the Wake County Registry, and in the Declaration of Dunbarton Pointe at Greystone Village Condominium recorded in Book 3778, Page 752 of the Wake County Registry there was reserved an appurtenant easement for ingress and egress and utilities, for the benefit of the Property over the common area of Dunbarton Pointe Condominium, all as shown on a map recorded in Book of Maps 1985 Page 1230 of the Wake County Registry. This easement allows the owner of the Property access to the easement area for the purpose of serving the Property with streets, utility lines and such other improvements as it deems necessary. It shall be the responsibility of the Association to contribute to the Condominium Association two-thirds (2/3) of the funds necessary to maintain, upkeep, repair and replace the entrance statement to Dunbarton Pointe Condominiums and Parliament Pointe and the utility lines and roadway lying within the above described easement.

The following activities are included within the phrase "maintain, upkeep, repair and replace the entrance statement": (1) maintenance and repair of the gazebo, fence and walls as defined in Article I, Section 15; (2) maintenance and repair of the lights and irrigation system located within the area defined by Article I, Section 15; and (3) landscaping and lawn maintenance within the area defined in Article I, Section 15 and as set forth in Exhibit "A." More specifically, the costs to be remitted for the Entrance Statement as defined by Article I, Section, 15, by the Association to Dunbarton Pointe are to be as follows: (1) repair and maintenance of the gazebo; (2) electricity for the lighting system in the area; (3) lighting repair and maintenance; (4) water for irrigating the defined area; (5) irrigation system repair and maintenance; (6) landscaping maintenance for the area; (7) flowers and pine straw for the area and (8) the electricity for the 4 street lights along the entrance of Capstone Drive. The costs to be shared will be determined as follows. Electricity for the defined area will be separately metered; however, the metered circuit includes two lights on the Dunbarton Pointe's sign. An adjustment will be made to take this into consideration. Lighting Repair and Maintenance costs will be determined from invoices paid. Water is separately metered for irrigation in the defined area. However, the invoices will be allocated between Dunbarton Pointe and the Association based upon the number of sprinkler heads in the defined area. Irrigation system repair and maintenance will be determined from invoices paid. The Landscape Maintenance contracts are to be awarded as a result of three bids, one of which is to be supplied by the Association. Either Dunbarton Pointe or the Association can choose to have the work re-bid at a maximum of one re-bid per year. Actual costs of the landscaping contracts will be paid. The actual costs of flowers and pine straw will be paid by the Association. The work and materials for flowers and pine straw will be deemed to be included with the landscaping contract.

BK012947PG00610

The Association is not required to contribute to reserves held by Dunbarton Pointe; however, the Association would be assessed two-thirds (2/3) cost for any major repair or replacement of the Entrance Statement or Access Easement. Said contribution shall be deemed to be a Common Expense of the Association and shall be funded through the annual assessments.

The Association's contribution shall be paid to the Condominium Association on a monthly basis. Dunbarton Pointe will provide an annual accounting to the Association for the Entrance Statement in January of each year. Any over charges or under charges on said account will be adjusted for in the budget for the following year. A representative from the Association will be allowed to attend the Dunbarton Pointe Board of Director meetings to address issues related to the shared costs set forth above. If in the future, additional Lots are added to the Property or additional Condominium Units are added to Dunbarton Pointe Condominium, the amount of contribution of the Association shall be adjusted accordingly, provided that the contribution responsibility per household for the Lots in the Property shall remain approximately double of that to condominium units in Dunbarton Pointe Condominium. The Condominium Association shall be responsible for administering said funds and applying them for the intended purposes. The Condominium Association shall be deemed to be a third party beneficiary of the Association's obligation contained in this section, and shall be entitled to enforce said obligation by any proceeding in law or in equity. If the Condominium Association fails to properly maintain the Entrance Statement, street and utility lines located in the easement to a standard commensurate with the development standards of Parliament Pointe the Association shall be entitled to withhold its contribution to the Condominium Association and directly expend the funds for the intended purposes.

3. This amendment shall be effective upon recordation in the Office of the Wake County Registry.

4. Except as amended hereinabove, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

WHEREFORE, the President and Secretary of the Association have hereunto affixed the corporate certification for the purpose of enacting the foregoing amendment.

BK012947PG00611

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS AND RESTRICTIONS OF PARLIAMENT POINTE

By authority of its Board of Directors, the undersigned hereby certify that the foregoing instrument has been duly approved by the written assent of not less than sixty-seven percent (67%) of the owners of Lots in Parliament Pointe and is, therefore, a valid amendment to the existing Declaration of Covenants and Restrictions for Parliament Pointe, pursuant to the requirements of Article XIV of the Declaration.

PARLIAMENT POINTE
HOMEOWNERS ASSOCIATION, INC.

By: Sharon Baldwin
President

ATTEST:

[Signature]
Secretary

STATE OF NORTH CAROLINA
COUNTY OF WAKE

ACKNOWLEDGMENT

I, Christopher A. Johnson a Notary Public of the County and State aforesaid, certify that Sharon Baldwin personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of Parliament Pointe Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by Zain Walsh as its Secretary/Assistant Secretary.

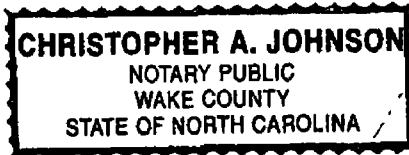
Witness my hand and official stamp or seal, this 8 day of February, 2007.

Notary Public

[Signature]

My commission expires:

My Commission Expires
November 15, 2012



BK012947PG00612

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Lynette Holmes, a notary public of Wake County, North Carolina, certify that Amanda Riale personally appeared before me this day, and being duly sworn, certified that she is not a named party to the foregoing document, has no interest in the transaction, signed the foregoing document as a subscribing witness, and witnessed the below listed principals sign the foregoing document.

- Albert H. Lyter III
- Woodford L. Burnette
- Marc Franklin
- Lary J. Burton
- Iain Walsh
- Mark Whitney
- Steve McKaig
- Sara Tomlinson
- Heidi Shekhar
- Tim Thronson
- Sharon Baldwin
- David A. Wylie
- Kathy L. Morris

Amanda Riale
 Signature of Witness to persons named above

Witness my hand and official seal, this 7th day of January, 2008.

LYNETTE HOLMES
 NOTARY PUBLIC
 WAKE COUNTY, N.C.
 My Commission Expires:
 (Official Seal) 11-22-2012

Lynette Holmes
 Notary Public

My Commission Expires: 11-22-2012

BK012947PG00613

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amended Declaration:

Albert H. Lyter Jr
7425 Capstone Dr

(Name of Owner & Address)

IANI STELLA WARDEN

(Name of Owner & Address)

[Signature] (SEAL)
(Signature as printed)

[Signature] (SEAL)
(Signature as printed)

Woodford L. Bunnello

(Name of Owner & Address)

7413 Capstone Dr.

Woodford L. Bunnello (SEAL)

(Signature as printed)

(Name of Owner & Address)

(SEAL)

(Signature as printed)

Marc Franklin 7420 Capstone Dr.

(Name of Owner & Address)

[Signature] (SEAL)

(Signature as printed)

(Name of Owner & Address)

(SEAL)

(Signature as printed)

James J. Peniston 7440 Capstone Dr.

(Name of Owner & Address)

(SEAL)

(Signature as printed)

(Name of Owner & Address)

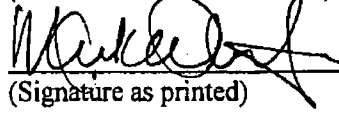
(SEAL)

(Signature as printed)

BK012947PG00614

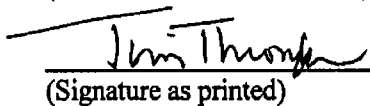
MARK WILTON NEY
7441 CAPSTONE

(Name of Owner & Address)

 (SEAL)
(Signature as printed)

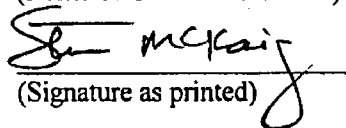
Tim Thronson
7437 Capstone

(Name of Owner & Address)

 (SEAL)
(Signature as printed)

Steve McKaig
7401 Capstone Dr.

(Name of Owner & Address)

 (SEAL)
(Signature as printed)

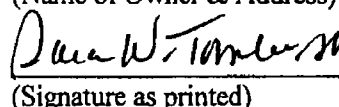
Sharon Baldwin
7429 Capstone Drive

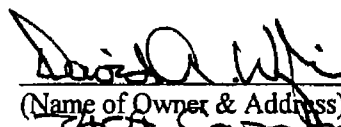
(Name of Owner & Address)

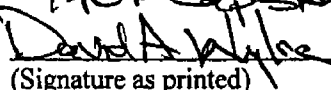
 (SEAL)
(Signature as printed)

Sara Tomlinson
7421 Capstone Dr.

(Name of Owner & Address)

 (SEAL)
(Signature as printed)

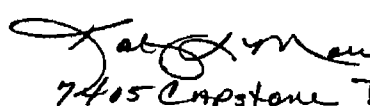

7401 Capstone Dr.

 (SEAL)
(Signature as printed)

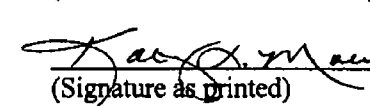
Heidi Shekhar
7445 Capstone Dr.

(Name of Owner & Address)

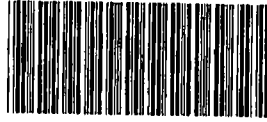
 (SEAL)
(Signature as printed)


7405 Capstone Drive

(Name of Owner & Address)

 (SEAL)
(Signature as printed)

BK012947PG00615



BOOK:012947 PAGE:00607 - 00615

**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ 9 New Time Stamp
_____ # of Pages