

For Registration Fredrick Smith
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Fredrick Smith

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**CERTIFICATION OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MEETING STREET AT INDIGO ROW**

This **CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MEETING STREET AT INDIGO ROW** is made pursuant to Article XIII, Section 3 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEETING STREET AT INDIGO ROW, recorded in Book 19902 at Page 67 of the Mecklenburg County Public Registry on January 18, 2006, as amended and supplemented by instruments recorded thereafter ("Declaration"), and is effective upon recordation in the Mecklenburg County Public Registry.

Statement of Purpose

NCGS §47F-2-117 and Article XIII, Section 3 of the Declaration provide that the Declaration may be amended by affirmative vote or written agreement signed by Lot Owners to which at least sixty-seven percent (67%) of the votes eligible to be cast at the time of the amendment. In accordance with the requirements of the statute and the Declaration, as well as NCGS §55A-7-08 the following Amendments were approved by the affirmative vote of the required percentage of the Owners. Accordingly, the due and proper adoption of following Amendments is hereby certified by the President of the Association for recordation.

NOW, THEREFORE, with the affirmative vote of Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, the Declaration of Covenants, Conditions and Restrictions for Meeting Street at Indigo Row is amended as follows:

1. **Amendments to make Owners responsible for Fence Maintenance.**

a. The second paragraph of Article VI, Section 1 is deleted in its entirety and the following is substituted in lieu thereof:

The Association shall provide exterior maintenance upon Lot improvements as follows: paint, stain, repair, replace and care for all exterior building surfaces [including, without limitation: external brick, siding, roof surfaces, roof systems, gutters and downspouts; but excluding: entry doors (including garage doors) and their appurtenant hardware, and all exterior glass including windows and

patio doors, all of which shall be maintained and repaired and replaced by the Lot Owner, with any replacement windows and doors being the same as originally installed by the Declarant or by the Association]. Notwithstanding the foregoing, the Owner, and not the Association, shall maintain any exterior improvement, including additional landscaping, made by the Owner, after such improvement has been approved in writing by the Architectural Control Committee or the Board of Directors.

- b. The first paragraph of Article VI, Section 2 is deleted in its entirety and the following is substituted in lieu thereof:

Section 2 Owner's Responsibility. Except to the extent replacement, maintenance and repair responsibilities are expressly assigned to the Association in Section 1 above, all replacement, maintenance and repair of the improvements on the Lot shall be the responsibility of the Owner thereof, including all restoration, replacement and repair necessitated by a fire or other casualty against which the Association and/or the Owner is required to maintain insurance under the provisions of Article IX hereof. Without limiting the generality of the foregoing, each Owner shall maintain, repair and replace, at his or her expense, all fences located on the Owner's Lot as well as all exterior light fixtures attached to the Owner's dwelling and all interior portions of the improvements which shall need repair, including bathroom and kitchen fixtures, light fixtures or other electrical or plumbing equipment, pipes and fittings serving the Lot. Further, each Owner shall repair, maintain and replace, at his or her expense, the heating and air-conditioning systems servicing said Owner's dwelling whether located on the Owner's Lot or in the Common Area adjacent to the Lot. Each owner shall also be responsible for interior pest control. In addition, each Owner shall maintain, repair, replace or remove any exterior improvement, including additional landscaping, made by the Owner, after such improvement has been approved in writing by the Architectural Control Committee or the Board of Directors.

2. **Amendments to Article IX Regarding Insurance**

The following amendments to Article IX are recommended to allow for a reasonable deductible in connection with the Association's property insurance and to allocate responsibility for the payment of that deductible in connection with covered losses.

- a. Article IX, Section 1(a) is amended to added a new section (iii) providing as follows:

(iii) **Property Insurance on Lot Improvements.** Each Owner shall procure and maintain property insurance on the Townhome and other improvements located on the Owner's Lot with limits not less than \$10,000.00 and with a deductible not to exceed \$100.00. Such insurance coverage shall provide protection against loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief as well as such other risk as from time to time shall be reasonably required by the Association.

- b. By adding a new subsection (b) to Section 1 of Article IX, providing as follows:

(b) **Verification of Required Coverage.** Each Owner shall provide the Association with verification that the Owner has obtained and is maintaining the insurance coverage required under this Section, including, without limitation, a Certificate of Insurance, when requested by the Association.

- c. Section 2(a)(i) is amended to add the following paragraph:

Insurance policies upon the Townhomes may provide deductible not to exceed \$10,000.00. All damage, costs and expenses which are not paid as a result of the application of any deductible shall be the responsibility of the affected Owner or Owners.

- d. Section 2(a)(ii) is amended to add the following paragraph:

Insurance policies upon the Common Area may provide deductible not to exceed \$10,000.00. All damage, costs and expenses which are not paid as a result of the application of any deductible shall be the responsibility of the Association.

- e. Section 2(c) of Article IX is deleted in its entirety and the following is substituted in lieu thereof:

(c) Proceeds. All insurance policies purchased by the Association as provided in Subsection (a) above shall be for the benefit of the Association and the Owners and their mortgagees, as their interest may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws and for the benefit of the Owners and their mortgagees and the following shares:

(i) Proceeds on account of damage to the Common Areas and Facilities shall be paid to and held by the Association;

(ii) Proceeds on account of damage to the Townhomes or improvements located on Lots shall be paid to and held by the Association in undivided shares for the affected Owners in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Board of Directors of the Association;

(iii) In the event a mortgage endorsement has been issued for any Lot, the share of the Owner of that Lot shall be held in trust for the mortgagee and the other Owners, as their interests may appear.

- f. Section 3 of Article IX is deleted in its entirety and the following substituted in lieu thereof:

Section 3. Distribution of Insurance Proceeds. Proceeds received by the Association from the insurance policies maintained by the Association under Subsection (a)(i) and (ii) above shall be distributed in the following manner:

(a) Expenses of the Trust. All expenses of the insurance trustee shall be first paid or provisions made therefore.

(b) Reconstruction or Repair. The remaining proceeds shall be paid to the Association and/or to the affected Owners to defray the cost of repairs to the Common Area or to the Townhomes and other improvements located on the affected Lot or Lots as the Board of Directors of the Association, acting in its sole discretion, deems reasonable and appropriate based on the damage done to the Common Area and/or the Townhomes and other improvements located on the Lot or Lots affected. To the extent proceeds are reduced by the application of any deductible, the responsibility for payment of the deductible amount shall be allocated between the Association and the affected Owner or Owners as the Board of Directors of the Association in its sole discretion deems reasonable and appropriate.

IN WITNESS WHEREOF the undersigned President of the Meeting Street at Indigo Row Owners Association, Inc., certifies the proper adoption of these amendments, certifies that approval of these amendments was obtained as required by the Declaration and in accordance with North Carolina law and that this amendment to the Declaration have been duly adopted to be effective upon recordation.

MEETING STREET AT INDIGO ROW OWNERS ASSOCIATION, INC.

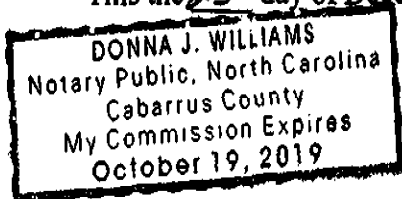
By: Kathy DeLoche
Kathy DeLoche, President

State of North Carolina

County of Mecklenburg

I, a notary public for the County and State aforesaid, certify that **Kathy DeLoche**, being first duly sworn, appeared before me this day and certifies that she is the **President** of **MEETING STREET AT INDIGO ROW OWNERS ASSOCIATION, INC.** and that upon authority duly given and as the act of the association certifies the due adoption and execution of the forgoing instrument.

This the 23rd day of December, 2016



Donna J. Williams
Notary Public

Seal or Stamp:
My Commission Expires: 10-19-19