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PREPARED BY: MURCHISON, TAYLOR, KENDRICK, & GIBSON, L.L.P.  
16 N. FIFTH AVENUE, WILMINGTON, NC 28401

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STATE OF NORTH CAROLINA AMENDMENT TO PROTECTIVE  
RECORDED & VERIFIED COVENANTS OF SUMMERLIN FALLS  
COUNTY OF NEW HANOVER MARY SUE OOTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

**KNOW ALL THESE MEN BY THESE PRESENTS THAT:**

Landmark Developers, Inc., a North Carolina Corporation, and Landmark Homes, Inc., a North Carolina Corporation (herein collectively "DECLARANT") heretofore executed the Protective Covenants of Summerlin Falls, Section One, and caused the same to be recorded in Book 1968, Page 392, et seq. in the New Hanover County Registry (herein the "Protective Covenants"); and

WHEREAS, in accordance with Articles 16, Section 2, the DECLARANT has the right to amend the Protective Covenants; and

WHEREAS, the DECLARANT, desires to amend Article 6 and Article 15 to provide for the collection of utility assessment, which assessment has heretofore been included in the general assessment.

NOW, THEREFORE, the DECLARANT does hereby amend the Protective Covenants of Summerlin Falls as follows::

Article 6, Section 1 is hereby amended by deleting it in its entirety and substituting the following in lieu thereof:

"Section 1. Creation of the Lien and Personal Obligation of Assessments.  
The DECLARANT, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

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- a. General assessments or charges for Common Expenses, and
- b. Special assessments for capital improvements, or special assessments as established by the Board of Directors, and
- c. Individual assessments against specific Lot(s) or property, in the event an Owner fails to comply with the provisions of these Protective Covenants, the Articles, By-laws, or Rules and Regulations of the Association. The Association through its Board of Directors, may perform such required tasks or remedy such matter, or assess a fine for such failure to comply and may levy the costs of such fine, performance, or remedy against the Owner(s) and the Owner's property as an individual assessment;
- d. Utility assessments for water, trash, sewer and other utility fees not separately charged or metered to a Lot by the applicable utility company shall be a common expense and may be levied as determined by the Board as either a separate utility assessment or as a part of the general assessment. The Board shall determine whether the utility assessment shall be uniform or not as to all Lots. If the utility assessment is not uniform as to all Lots, the Board shall utilize a fair and equitable method for determining the amount of the assessment for each Lot.

The general, special, individual and utility assessments, together with interest, costs, late fees and attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at such time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to any successors in title unless specifically assumed by them.

PROVIDED, the DECLARANT shall be exempt from the payment of the general assessment fee for any unsold Lots which are platted of record in the Office of the Register of Deeds of New Hanover County, during the period ending December 31, 2005, except that DECLARANT shall pay for grounds maintenance for any unsold Lots."

Article 6, Section 8 shall be amended by adding the following paragraph:

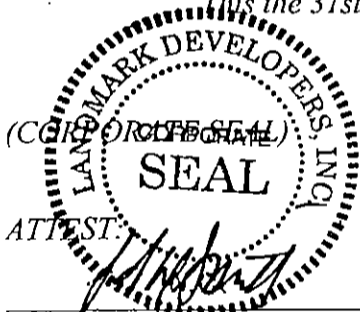
"In addition, should an Owner fail to pay his utility assessment, the Association may cut off the utility service to the Lot and charge reasonable fees to reconnect the utility service to the Lot. This remedy is in addition to and not in limitation of any other remedies available to the Association for enforcement of this assessment."

Article 16, Section 3 is hereby deleted in its entirety and the following substituted in lieu thereof:

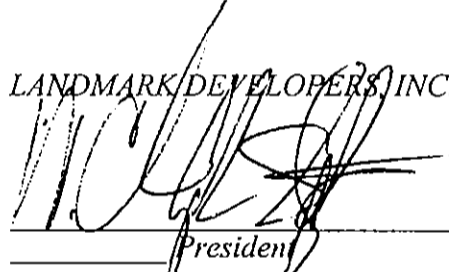
"For any violation by an Owner, including, but not limited to, the nonpayment of any general, special, individual or utility assessment, the Association shall have the right to suspend the offending Owner's voting right and the use of such Owner, his agents, lessees, employees, licensees and invitees of the Common Areas in the Subdivision for any period during which a violation continues except that such penalties may not be fore more than sixty (60) days for violation of any of the Association's published rules and regulations."


Except as amended herein, the aforesaid Protective Covenants shall be and remain in full force and effect.

This the 31st day of December, 1998.

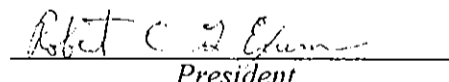
ATTEST:  Assistant Secretary

LANDMARK DEVELOPERS, INC.

BY:  President

ATTEST:  Assistant Secretary

LANDMARK HOMES, INC.

BY:  President

STATE OF NORTH CAROLINA

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COUNTY OF NEW HANOVER

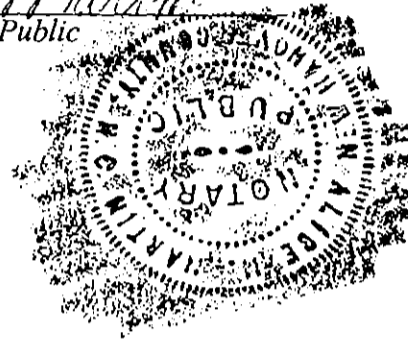
I, Alice M Martin, a Notary Public of the State and County aforesaid, certify that John D Smith personally came before me this day and acknowledged that he/she is Asst Secretary of Landmark Developers, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself/herself as its Asst Secretary.

WITNESS my hand and official seal this 31<sup>st</sup> day of December, 1998.

Alice M Martin  
Notary Public

My Commission Expires:

May 30, 2003



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Alice M Martin, a Notary Public of the State and County aforesaid, certify that John D Smith personally came before me this day and acknowledged that he/she is Asst Secretary of Landmark Homes, 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 name by its President, sealed with its corporate seal, and attested by himself/herself as its Asst Secretary.

WITNESS my hand and official seal this 31<sup>st</sup> day of December, 1998.

Alice M Martin  
Notary Public

My Commission Expires:

May 30, 2003



NORTH CAROLINA

NEW HANOVER COUNTY

The foregoing certificate of Alice M Martin, Notary Public, is certified to be correct.

This 6<sup>th</sup> day of Jan, 1999.

MARY SUE OOTS,  
REGISTER OF DEEDS OF NEW HANOVER COUNTY

BY:

Patricia Barnes  
Deputy