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GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

Drawn by/mail to: Douglas M. Heberle, Koury Corporation, 2275 Vanstory St., Suite 200, Greensboro, NC 27427

**FIFTY-EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR GRANDOVER**

Montrose Village

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THIS FIFTY-EIGHTH SUPPLEMENTAL DECLARATION effective this 11th day of January, 2022 is made by Koury Ventures Limited Partnership, a North Carolina limited partnership ("Declarant").

WITNESSETH

WHEREAS, the Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Grandover (the "Declaration") recorded in Book 4345, Page 109, et seq., of the Guilford County Registry; and

WHEREAS, pursuant to the terms of Sections 9.1 and 9.4 of the Declaration, the Declarant may submit certain additional property shown on Exhibit B of the Declaration to the terms of the Declaration and may, in recognition of the property's unique character, subject the property to additional easements, covenants, conditions and restrictions; and

WHEREAS, Declarant owns all the property described on Exhibit A attached hereto (the "Additional Property") and wishes to subject the Additional Property to the Declaration and to additional easements, covenants, conditions and restrictions and to designate the Additional Property as being in Montrose Village; and

WHEREAS, the Additional Property is a portion of that property shown on Exhibit B to the Declaration.

NOW, THEREFORE, Declarant hereby declares that pursuant to Sections 9.1 and 9.4 of the Declaration, the Additional Property is and shall be held, sold, used and conveyed subject to the Declaration and to the following additional easements, covenants, conditions and restrictions which shall be binding on and shall inure to the benefit of all

conditions and restrictions which shall be binding on and shall inure to the benefit of all parties having any right, title or interest in such property, their heirs, successors, successors-in-title and assigns. The Additional Property shall be designated as being in Montrose Village. The provisions of this Supplemental Declaration shall be binding upon Grandover Community Association, Inc. in accordance with the terms of the Declaration.

10. Definitions. The definitions set out in the Declaration shall apply to this Supplemental Declaration

2. Regularly Scheduled Maintenance. In addition to maintenance upon the Area of Common Responsibility, the Association shall provide the following regularly scheduled routine maintenance in Montrose Village at intervals reasonably determined by the Board: (i) maintain (but not replace) the grass, trees, shrubs, plants, benches, pathways, hardscaping within Units, (ii) maintain and repair kiosks and other improvements installed by Developer located within the amenities areas located in the Exclusive Common Areas and (iii) maintain, repair and replace all curbs, gutters, drainage and utilities in the private roads and drive alleys. The cost of the Regularly Scheduled Maintenance will be included in the Computation of Village Assessments under Section 10.4 of the Declaration.

3. Exceptions. Notwithstanding the foregoing, such Regularly Scheduled Maintenance in Section 2 shall not include any change, addition or alteration to the dwelling or Unit approved by the Architectural and Aesthetic Control Committee ("AACC") in accordance with Article XI of the Declaration unless the AACC in its discretion, determines that the Association will maintain such change, addition or alteration consistent with the Association's maintenance obligations under this Section at the expense of the Owner(s) of the Unit(s), which expense shall be a Specific Assessment to the Owner(s) under Section 10.7 of the Declaration. The Association shall also maintain unimproved Units in their natural state by cutting grass and weeds and removing trash and rubbish. Except as specifically stated herein to be the responsibility of the Association, each Owner shall be responsible for maintaining his Unit and all improvements located thereon and also including that portion of the right-of-way between the Owner's property line and the rear of the curb. Notwithstanding anything to the contrary, each Owner shall also be responsible for maintaining, repairing and replacing at his cost the heating and air conditioning equipment, patio, walks, walls, fireplaces, fountains, steps and/or any other structures that the owner may construct at a later date exclusively serving the Unit and shall keep the patio and steps serving his Unit clear of dirt, leaves, ice and snow.

4. Owner's Negligence; Casualty. Notwithstanding anything herein to the contrary, in the event that the need for maintenance, repair or replacement is caused through the willful or negligent act or omission of Owner, his family, guests, invitees, tenants or contractors or is caused by a casualty or event which is covered by an "all risk" property and casualty policy required to be carried by

each Owner pursuant to Section 6.2 of the Declaration, the Owner shall be responsible for making the repair, replacement or maintenance at his expense. Should the Owner fail to do so, the Association may do so and the cost of such repair, replacement or maintenance shall become a Specific Assessment to which the Unit is subject. The Association shall use reasonable efforts to provide Regularly Scheduled Maintenance under Section 2 at appropriate intervals, however, except in the case of gross negligence or willful misconduct, the Association shall not be responsible for any damage arising out or resulting from the performance or non-performance of any Regularly Scheduled Maintenance item.

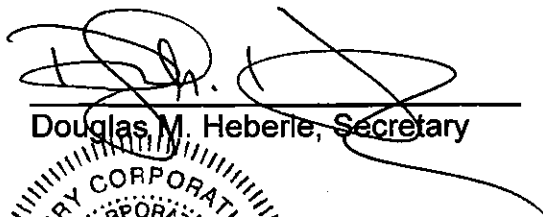
5. Assessments. The expenses incurred by the Association in providing the maintenance services set out herein and maintaining and insuring the Exclusive Common Area shall be Village Expenses assessable to Owners of Units within Montrose Village as Village Assessments pursuant to Article X of the Declaration. The Village Assessments assessable to Declarant or a Builder on any Unit shall not commence until the construction on that Unit is complete and a certificate of occupancy has been issued for that Unit and that Unit has been sold by Builder. Expenditures may include, but are not limited to, the cost of labor, materials, equipment, management fees, supervision, overhead and profit to the contractor performing such services. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget covering such services. The Board shall cause a copy of the budget and notice of the amount of the Village Assessment for the coming year to be delivered to each owner of a Unit within Montrose Village at least thirty (30) days prior to the beginning of the fiscal year. Except as provided in Section 10.4 of the Declaration regarding services requested by the Village, such budget and assessment shall become effective as provided in the Declaration.
6. Architectural and Aesthetic Standards. Except inside dwellings, no Owner shall plant any bush, shrub, tree, flower, grass, plant or other vegetation on or around a Unit or anywhere in the Exclusive Common Area nor shall the same be removed, cut, trimmed or pruned without the prior written consent of the AACC as set forth in Article XI of the Declaration. If an Owner's request to take any action requiring approval of the AACC under Article XI of the Declaration, this Supplemental Declaration or any of the Governing Documents is approved, the AACC may require as a condition of its approval that the Owner pay the Association to maintain any structure, vegetation or other item that was the subject of his request for approval. If such condition is imposed, the Owner shall evidence his consent thereto by a written document in recordable form satisfactory to the AACC. Thereafter, the Owner, and any subsequent Owner of the Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree that any costs, maintenance and repair of such structure, vegetation or item shall be a Specific Assessment against such Unit in accordance with Section 10.7 of the Declaration.

7. Easements. To enable the Association to accomplish their responsibilities under paragraphs 2 above and the Declaration, there is hereby reserved to the Association the right to unobstructed access over and upon each Unit at all reasonable times to the extend necessary perform the required maintenance.
8. Term. This Supplemental Declaration shall run with and bind the Additional Property, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Supplemental Declaration is recorded. After such time, this Supplemental Declaration shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by a majority of the Owners of the Additional Property has been recorded within the year preceding each extension, agreeing to amend, in whole or in part, or terminate this Supplemental Declaration, in which case this Supplemental Declaration shall be amended or terminated as specified therein.
9. Amendment. This Supplemental Declaration may be amended only by a vote or written consent of Voting Members representing a majority of the Owners within the Additional Property and the consent of the Board of Directors. In addition, the approval requirements of Article XIV of the Declaration shall be met if applicable. Any Amendment must be signed by the proper officers of the Association and the Declarant and must be properly recorded.
10. Conflicts with Declaration. The covenants, conditions, easements and restrictions contained in this Supplemental Declaration are imposed to recognize the unique character of Montrose Village and are in addition to, not in lieu of, those contained in the Declaration. Where there is a conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 11th day of January, 2022.

ATTEST:

DECLARANT:
KOURY VENTURES LIMITED PARTNERSHIP
By: Koury Corporation, its general partner



Douglas M. Heberle, Secretary

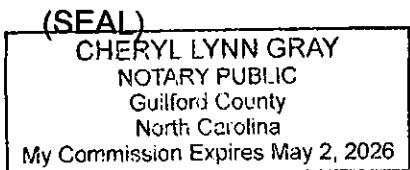
By: R. L. Vanore, Jr.
Richard L. Vanore, Jr., President



STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Cheryl Lynn Gray a Notary Public of the County and State aforesaid, do certify that Douglas M. Heberle personally came before me this day and acknowledged that he is the Secretary of Koury Corporation, a North Carolina corporation, General Partner of Koury Ventures Limited Partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Richard L. Vanore, Jr., President, sealed with its corporate seal and attested by him as its Secretary on behalf of the Limited Partnership.

Witness my hand and official stamp or seal, this the 11th day of January, 2022.





Notary Public (Official Signature)

Cheryl Lynn Gray
Notary Public (type or print name)

My Commission expires: May 2, 2026

EXHIBIT A

TO FIFTY-EIGHTH SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GRANDOVER

All of the property identified as "Exclusive Common Area," "Common Area" or "Open Space" on the Plat entitled "Final Plat, Montrose Village Phase I" and recorded in Plat Book 208, Page 56 in the Office of the Register of Deeds for Guilford County.