

20



FOR REGISTRATION REGISTER OF DEEDS  
TAMMY THEUSCH BEASLEY  
NEW HANOVER COUNTY, NC  
2014 APR 22 03:28:42 PM  
BK:5809 PG:1574-1578 FEE:\$26.00

INSTRUMENT # 2014009641

Prepared By & Return to: Charles D. Meier, Marshall, Williams & Gorham, LLP  
P.O. Drawer 2088, Wilmington, NC 28402

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

**SECOND AMENDMENT TO THE DECLARATION OF  
J. W. BROOKS BUILDING CONDOMINIUM**

This Second Amendment to the Declaration of J.W. Brooks Building Condominium ("Amendment") is made and entered into as of this 17<sup>th</sup> day of April, 2014 by J.W. Brooks Building Unit Owners Association, Inc. a North Carolina nonprofit corporation ("Association").

**WITNESSETH:**

A. The Association is the property owners' association charged with the responsibility for the operation of that certain real property known as J.W. Brooks Building Condominium located in New Hanover County, North Carolina, and described in a Declaration recorded in Book 2472, Page 78, New Hanover County Register of Deeds ("Declaration"), as may have been previously amended from time to time, including, but not limited to, the addition of real property subject to said Declaration, this Amendment being effective and applicable to all such additions.

B. Said Declaration provides in Article XXII that the Declaration can be amended by an affirmative vote of not less than 80% of all the votes of the Members, Lot/Unit Owners.

C. The amendment set forth below has been adopted by an affirmative vote of not less than 80% of all the votes of the Members,

Lot/Unit Owners in person, by proxy, or by ballot, and has otherwise been properly adopted and approved as required by the Declaration, Bylaws and Articles of Incorporation, as applicable.

D. That the President of the Association has been duly authorized and empowered to execute this Amendment and to cause the same to be recorded in the New Hanover County Register of Deeds as the binding act of the Association, its Members, Lot/Unit Owners and Board of Directors.

Now therefore, in consideration of the recitals set forth above, and as the act and deed of the Association, its Members, Lot/Unit Owners and Board of Directors, the Declaration is hereby amended and modified as set forth below:

By deleting Article 2.8 in its entirety and inserting in lieu thereof the following:

COMMON ELEMENTS shall mean all portions of the Condominium other than the Units.

By deleting Article 8.1 in its entirety and inserting in lieu thereof the following:

Except as set forth below, all painting, maintenance, repairs and replacements to the Common Elements and Limited Common Elements as defined herein shall be made by the Association, and shall be charged to all Unit Owners as a Common Expense, except when the need for such painting, maintenance or repair is attributable to the intentional act or omission, negligence, abuse, misuse or neglect of a Unit Owner or his or her family, guest, tenant or the family or guest of a tenant, in which case the expense shall be charged to the Unit Owner for which the Association shall have a lien. Provided however, the following items shall be maintained, repaired and replaced at the sole expense of the Unit Owner:

- (a) All heating and air conditioning equipment, air handling units, ducts and components that serve a Unit, regardless of whether these elements are inside or outside the Unit.
- (b) All windows and window frames, all exterior doors and door frames, all window and door glass, all window and door screens, and all interior doors and door frames.

By deleting Article 8.4 and inserting in lieu thereof the following:

Notwithstanding any other provisions of the Declaration or Bylaws, this Article 8.4 shall control and interpret who is liable for any deductible under any insurance policy purchased by the Board.

The deductible, if any, on any insurance policy purchased by the Board shall be paid by the Association as a common expense in the event that the cause of any damage or destruction of any portion of the Condominium originated in or through the Common Elements or Limited Common Elements or an apparatus located within the Common Elements or Limited Common Elements; provided, however, that the Board may assess any deductible amount necessitated by either the intentional act or omission, negligence, abuse, misuse or neglect of a Unit Owner, or his or her family, guest, tenant or the family or guest of said tenant, against such Unit Owner. In the event that the cause of any damage or destruction to any portion of the Condominium (Units, Common Elements or Limited Common Elements) originated in or through a Unit or any component thereof, including, but not limited to, any water leak, discharge or overflow from a toilet, sink, shower, bathtub, water heater, ice maker, washer, pipe, appliance, aquarium, water bed, dishwasher, HVAC, window or door, then the Owner of said Unit shall pay for all damages up to the amount of the deductible under the Association's insurance policy without regard to whether the Unit Owner or his or her family, guest, tenant or the family or guest of said tenant was negligent, and without regard to whether the Board, in its discretion, decides not to submit a claim to the insurance company for less than the insurance deductible. If an Owner fails to pay for all damages up to the amount of the deductible under the Association's insurance policy and the Association pays for any damages up to the amount of the deductible under the Association's insurance policy, then the costs paid by the Association shall be charged to the Owner as an assessment for which the Association shall have a lien.

By deleting Article 7.4 (as amended in Book 2767, Page 0386) and Inserting in lieu thereof the following:

No Unit, residential or commercial, shall be leased for a period of less than six (6) consecutive months. The Unit Owners shall provide a copy of the lease to the Association. Any Unit Owner that violates this provision shall be subject to a fine not to exceed One Hundred Dollars (\$100.00) per day for violation of this provision, after being afforded the opportunity for a hearing before an adjudicatory panel appointed by the Board or the Board if no panel is appointed. The Board or panel shall afford the Unit Owner charged with the notice of violation and opportunity to request a hearing. If the Unit Owner fails to request a hearing within ten (10) days from the mailing of the notice, the right to a hearing shall be deemed waived and the Board or panel may impose fines without a hearing. If the Unit Owner

timely requests a hearing, the Unit Owner shall be given an opportunity to be heard and present evidence as to why no violation occurred and/or no fines should be imposed. The Board or panel shall give the Unit Owner written notice of the decision which shall be final and non-appealable. Such a fine shall be an assessment secured by a lien under the provision of G.S. 47C-3-116.

END OF AMENDMENTS

Except as amended, the Declaration, as may have been previously amended, shall remain in full force and effect.

The undersigned, being the [Signature] President of the Association, does, by his/her execution hereof, certify that this Amendment was duly adopted by an affirmative vote of at least 80% of the votes of all Members of the Association in person, by proxy, or by ballot, was duly adopted by a vote of the Board of Directors (if required), and that all the procedures, steps and requirements necessary to amend said Declaration have been complied with, the day and year first above written.

J.W. Brooks Building Unit Owners Association, Inc.

By: [Signature]  
\_\_\_\_\_, President

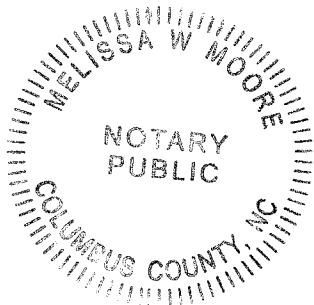
=====

STATE OF NORTH CAROLINA  
COUNTY OF Columbus

I, Melissa W. Moore, notary public, do hereby certify that Ted Gosstyla, President of J.W. Brooks Building Unit Owners Association, Inc. a North Carolina non-profit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing Second Amendment to the Declaration of J.W. Brooks Building Condominium on behalf of said corporation.

Witness my hand and official seal this the 17<sup>th</sup> day of April, 2014.

Melissa W. Moore  
Notary Public  
My Commission Expires: April 3, 2018





TAMMY THEUSCH BEASLEY  
REGISTER OF DEEDS, NEW HANOVER  
216 NORTH SECOND STREET

WILMINGTON, NC 28401

\*\*\*\*\*

Filed For Registration: 04/22/2014 03:28:42 PM  
Book: RE 5809 Page: 1574-1578  
Document No.: 2014009641  
5 PGS \$26.00  
Recorder: CRESWELL, ANDREA

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

**\*2014009641\***

2014009641