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RECORDED AND VERIFIED  
MARY SUE OOTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC #

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

'96 OCT 4 PM 4 31

FIRST 1996  
AMENDMENT TO DECLARATION CREATING UNIT OWNERSHIP AND BYLAWS  
SUN SKIPPER - ALL PHASES

WHEREAS, by instrument titled "Declaration Creating Unit Ownership of Property Owners Under the Provisions of Chapter 47A of the General Statutes of the State of North Carolina Sun Skipper Phase 1" (the Original Declaration") and recorded on August 16, 1983, in the Office of the Register of Deeds of New Hanover County, North Carolina (the "Registry"), in Book 1231, Page 650 et seq., the condominium project known as Sun Skipper was created and established pursuant to Chapter 47A of the North Carolina General Statutes; and

WHEREAS, the Original Declaration has heretofore been amended **000148** and supplemented from time to time by other instruments recorded in the Registry, reference to public records of said Registry being hereby made for each such instrument which has heretofore amended, modified or supplemented the Original Declaration, the Original Declaration and all amendments, modifications and supplements thereto being hereinafter referred to as the "Declaration"; and

WHEREAS, at a joint meeting of the members and Directors of the Association duly noticed and held, the amendments to the Declaration and Bylaws of the Associations hereinafter set forth were approved by the affirmative vote of seventy percent (70%) or more of the members owning units in the condominium project known as Sun Skipper; and

WHEREAS, the President and Secretary of the Association have hereinafter duly transcribed, or had transcribed, and certified the following amendments to the Declaration as having been duly adopted, all in accordance with the terms and conditions of Article IX of the Declaration.

NOW, THEREFORE, by the requisite affirmative vote of the members of the Association owning units in Sun Skipper condominium and the Directors of the Association, the Declaration is hereby amended by the following duly adopted amendments.

RETURNED TO M.W.G

439775

A. AMENDMENTS TO DECLARATION

First Amendment

Amend Article II, Section C of the Declaration titled "ASSESSMENTS" to read as follows:

C. ASSESSMENT shall mean and refer to a share of the common expenses (as hereinafter defined) of the Association which, from time to time, shall be levied or assessed against a Unit Owner by the Association. The term assessment shall include, but not be limited to, regular assessments, special assessments, and other monetary impositions (including fines, costs and expenses, and attorney's fees) levied, imposed or assessed against a Unit Owner as hereinafter provided in this Declaration.

Second Amendment

Amend Article IV, Section C of the Declaration titled "The Nature and Incidents of Unit Ownership" to read as follows:

C. The Common Areas and Facilities shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners in Sun Skipper condominium, for their use and use by such Unit Owner's immediate family, guests, invitees, tenants, and lessees, said easement and right-of-use being subject to the terms and conditions of this Declaration, the Bylaws and such rules and regulations as the Association may adopt, from time to time, regarding the use of the Common Areas and Facilities, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the health, welfare, and enjoyment of said Unit Owners and their respective immediate family, guests, invitees, tenants and lessees. It is understood that, notwithstanding anything to the contrary provided hereinabove in this Article, the Association shall have the exclusive right to establish such rules and regulations, from time to time, pursuant to which a Unit Owner, his immediate family, guests, invitees, tenants and lessees, may be entitled to use

the Common Areas and Facilities, including, without limitation, the right of the Association to make permanent and/or temporary assignments of parking spaces, and to establish rules and regulations concerning the use thereof and the use of recreational and facilities available for use by Unit Owners and their immediate family, guests, invitees, tenants and lessees.

Third Amendment

Amend Article V of the Declaration titled "Use Restrictions" by adding thereto a new section G to read as follows:

G. Notwithstanding anything to the contrary that may be contained in this Declaration or the Bylaws, each Unit Owner, for themselves and their respective immediate family, guests, invitees, tenants and lessees, covenant and agree with the Association and all other Unit Owners, that they shall own, use and occupy, as the case may be, their Unit and the Common Areas and Facilities in strict compliance with the terms and conditions of this Declaration, the Bylaws and the rules and regulations (the "Rules") adopted by the Association, as the same may be amended, enlarged or diminished time to time. Any violation of or failure to comply with the terms and conditions of this Declaration, the Bylaws and/or the Rules by a Unit Owner's immediate family, guests, invitees, tenants and lessees shall be and constitute a violation of or failure to comply with this Declaration, the Bylaws and/or the Rules by such Unit Owner and such Unit Owner shall be fully responsible for such violation of or failure to comply with the terms and conditions of this Declaration, the Bylaws and/or Rules, the same as though the Unit Owner had personally violated or failed to comply with this Declaration, the Bylaws and/or the Rules.

Fourth Amendment

Add a new subpart G to Article V of the Declaration to read as follows:

G. Notwithstanding anything to the contrary contained

elsewhere in this Declaration, the Bylaws of the Association or any rule or regulation adopted, from time to time, by the Board of the Association, each Unit owner, for themselves, and their respective immediate families, agents, invitees, guests, tenants and lessees, covenants and agrees that their respective Unit shall be subject to the following limitations with respect to the number of occupants that can occupy their Unit at any time:

<u>Type of Unit</u>	<u>Maximum Number of Occupants At Any One Time</u>
1. One (1) Bedroom	Four (4) Occupants
2. Two (2) Bedroom	Six (6) Occupants
3. Three (3) Bedroom	Eight (8) Occupants

For the purposes of this Paragraph G the word "bedroom" shall not include any room in a Unit which is used for multiple purposes such as a living room which contains a pull-out sofa but only includes rooms in a Unit containing the usual and customary furnishings generally associated with a bedroom.

Fifth Amendment

Amend the last sentence of subpart E3 titled "Management and Maintenance" of Article VII of the Declaration to read as follows:

The manager, subject always to the supervision and right of approval of the Board, is hereby further authorized and empowered, by way of example, but not in limitation to: (i) prepare and recommend the annual budget; (ii) determine the amount of regular and special assessments subject to such approvals of the Board and/or the Unit Owners as and when required by this Declaration; (iii) to make and collect assessments, both regular and special, as provided in this Declaration and the Bylaws; (iv) to contract, for either in the name of the Association or in the manager's name, maintenance, repair and replacement of Common Areas and Facilities; (v) to prepare, or cause to be prepared, liens for assessments and to have the liens filed in the appropriate office of public officials; and (vi) to enforce such liens in

the name of the Association.

Sixth Amendment

Amend subpart E4 titled "Unit Owner's Maintenance" of Article VII of the Declaration by adding a new sentence at the end of the first paragraph of said subpart E4 to read as follows:

Notwithstanding anything to the contrary contained elsewhere in this Declaration and/or the Bylaws, each Unit owner covenants and agrees that such Unit Owner shall, at all times, maintain in good condition, appearance and repair, the storage room door (including the door frame and threshold thereof) affixed to the storage room of which such Unit Owner has the exclusive use. Such Unit Owner shall be responsible for promptly paying the costs and expenses of all such maintenance, repair and replacement of said storage door to the storage room of which said Unit Owner has the exclusive use.

Seventh Amendment

Amend part 6 of subpart H titled "Assessments: Liability, Lien and Enforcement" of Article VII to read as follows:

6. The payment of any assessment, or installment thereof, shall be in default under this Declaration, if such assessment, or installment thereof, is not paid in full to the Association within thirty (30) calendar days of its due date. After default, the Association may, in addition to and not in lieu of any other remedies the Association may have against such Defaulting Unit Owner, (i) levy and impose against such defaulting Unit Owner a late payment fee equal to ten percent (10%) of the amount of the delinquent payment (not to exceed, however, the amount permitted by Section 47C-3-107A of the North Carolina General Statutes as the same may be amended from time to time) and (ii) charge interest on the full amount delinquent assessment or delinquent payment, as the same may have been accelerated as hereinafter provided, at the rate of twelve percent (12%) per annum until paid in full to the Association. All assessments or other monies due or coming

due to the Association shall be paid to the Association at its principal office located in the State of North Carolina or such other location as the Association, or its managers, may designate from time to time. All late payment fees charged, levied or assessed against a Unit Owner under the terms of this part 6 shall be and constitute an assessment under this Declaration.

Eighth Amendment

Amend part 8 of subpart H titled "Assessments: Liability, Lien and Enforcement" of Article VII to read as follows:

8. No owner of a Unit may exempt himself from liability for and the timely payment of any assessment levied against him or his unit by waiver of or the suspension of his right to the use and enjoyment of any of the Common Areas and Facilities, or by the abandonment of his unit or in any other way.

Ninth Amendment

Amend subpart H titled "Assessments: Liability, Lien and Enforcement" of Article VII by adding a new part 12 to read as follows:

12. Acceleration of Assessment Installments Upon Default: If any assessment levied or assessed by the Association is payable in installments and a Unit Owner shall be in default in the payment of any installment upon an assessment, the Board may notify such Defaulting Unit Owner of the delinquent installment due and may, at the sole discretion of the Board, accelerate the remaining installments of the assessment and file a lien for such accelerated amount plus interest thereon as provided in this Declaration upon notice to such defaulting Unit Owner. If the delinquent installment has not been theretofore paid and if the Board elected to accelerate the remaining installments, the then unpaid balance of the assessment shall become due and payable upon the date stated in the notice, which date shall not be less than fifteen (15) calendar days from the date of mailing of the notice to such Unit Owner by registered or certified mail return receipt.

Such notice shall be deemed delivered when deposited in the United States mail postage prepaid and addressed to such Defaulting Unit Owner at the last known address of such Defaulting Unit Owner as shown in the records of the Association. The provisions of this paragraph 12 shall control over any other provisions of this Declaration which may be in conflict herewith. The right to accelerate provided for herein shall be in addition to and not in lieu of any other right or remedy available to the Association for late or non-payment of assessments by a Unit Owner.

Tenth Amendment

Amend Article X by adding a new subpart H thereto to read as follows:

H. Fines, Etc.: 1. In addition to and not in lieu of any other rights or remedies the Association and/or other unit Owners may have, if a Unit Owner (the "Defaulting Unit Owner") or his immediate family, guests, invitees, tenants or lessees (hereinafter collectively called the "Occupants") shall fail or refuse to strictly comply with and abide by (the "Default") the terms, conditions, provisions, covenants and restrictions of the Declaration, the Bylaws, the Articles of Incorporation, and/or the rules and regulations adopted by the Association from time to time (hereinafter collectively called the "Control Documents" in this subpart H) then, in such event, the Association may, at its sole option and discretion, do the following:

(a) Impose a fine upon the Defaulting Unit Owner for each occurrence of a Default of the Control Documents by the Occupants of up to the greater of (i) One Hundred Fifty Dollars (\$150.00) or (ii) the maximum amount permitted by Section 47C-3-107A of the North Carolina General Statutes, as the same may be amended from time to time; and/or

(b) During any period in which a Unit Owner is a Defaulting Unit Owner by reason of an event of Default under the Control Documents, including without limitation the

failure of such Unit Owner to timely pay assessments levied or assessed against such Unit Owner by the Association, the Association may suspend, if not prohibited by law, the voting rights of the Defaulting Unit Owner in the Association and/or suspend such Defaulting Unit Owner's right to the use, benefit and enjoyment of the Common Areas and Facilities ( such suspension of the right of the Defaulting Unit Owner to the use, benefit and enjoyment of the Common Areas and Facilities shall be for a period not to exceed thirty (30) calendar days per occurrence of an event of Default), subject, however, to the provisions set out hereinafter in this subpart H.

2. Subject to the provisions set out hereinafter regarding emergencies, the Association, or its duly authorized agent or manager, shall not impose a fine upon or suspend a Defaulting Unit Owner's right to the use, benefit and enjoyment of the Common Areas and Facilities unless and until the following procedures are followed:

(a) Demand: The Association, or its manager, shall send written demand to the Defaulting Unit Owner at his last address as shown on the records of the Association demanding that the occupants cease and desist from the violation causing a Default. The written demand shall specify:

(1) the nature of the alleged Default;

(2) that the Association intends to impose a fine for the Default against the Defaulting Unit Owner and/or suspend the Defaulting Unit Owner's right to vote and/or the Occupants right to the use, benefit and enjoyment of the Common Areas and Facilities;

(3) that the Defaulting Unit Owner may, within twenty (20) days of the date of such written demand from the Association, request in writing to the Association a hearing regarding the Default and the action proposed to be taken by the Association;

(4) that the Defaulting Unit Owner may produce at the hearing such statements, evidence and/or witnesses as the



Defaulting Unit Owner may deem appropriate;

(5) that all rights of the Defaulting Unit Owner to have the actions proposed to be taken by the Association be reconsidered are waived and relinquished if the Defaulting Unit Owner does not request a hearing within twenty (20) days of the date of the written demand from the Association to the Defaulting Unit Owner; and

(6) the mailing address to which the Defaulting Unit Owner shall send his request for a hearing.

(b) Hearing: If a hearing is timely requested by the Defaulting Unit Owner, it shall be held before the Board of Directors of the Association, or a "Hearings Committee" established by the Board of Directors of the Association, at the next scheduled regular or special meeting of said Board of Directors or "Hearings Committee" or at such other date and time as determined by the said Board of Directors or Hearings Committee, whichever is applicable, and at such hearing the Defaulting Unit Owner shall be given a reasonable opportunity to be heard. The Board of Directors or Hearings Committee shall keep minutes of such meeting containing a written statement of the results of the hearing.

(c) Notice: Notwithstanding anything to the contrary contained elsewhere in this Declaration or the Bylaws, the notice described hereinabove to the Defaulting Unit Owner shall be deemed given to and received by the Defaulting Unit owner on the fourth (4th) business day following the date the same is deposited in the United States mail, first class postage prepaid, and addressed to the Defaulting Unit Owner at his last known address as shown in the records of the Association. Any notice by the Defaulting Unit Owner requesting a hearing shall be deemed received when actually received by the Association, or its manager or agent, at the mailing address provided to the Defaulting Unit Owner by the Association in the notice of default.

(d) Effective Date of Fine, Etc. Any fine imposed on a

Defaulting Unit Owner under the provisions hereinabove set forth shall become an Assessment and lien on such Defaulting Unit Owner's Unit effective the date of the Board of Directors imposes the same upon such Defaulting Unit Owner or the date of hearing if a Defaulting Unit Owner requests a hearing as hereinabove provided, whichever is later, unless such fine is waived by the Board of Directors of the Association. Any suspension of an Occupants right to the use, benefit and enjoyment shall be effective on the same date as determined for the effective date of a fine as set forth hereinabove or such other date as the Board of Directors may determine as set forth in a written notice to the Defaulting Unit Owner.

(e) Continuing Violation: If any Default, other than non-payment of an assessment, under the Control Documents shall be a Default which is continuing in nature, as determined by the Board of Directors, then any fine levied, imposed or assessed against a Defaulting Unit Owner may be levied, imposed and assessed for each calendar day that such Default continues unabated.

(f) Non Fine Past Due Assessments: Notwithstanding anything to the contrary set forth in any part of this subpart H, no fine shall be levied, imposed or assessed under this subpart H against a Unit Owner for his failure to timely pay assessments levied or assessed against him by the Association. Late payment fees that are permitted to be assessed, levied or imposed against a Unit Owner for his failure to timely pay his assessments are controlled by subpart 6 of Article VII of this Declaration.

(g) Classification: Any fine(s) imposed upon a Defaulting Unit Owner under the provisions of this subpart H of Article X shall be deemed to be, and shall be, assessments for the purposes of this Declaration.

Eleventh Amendment

Amend Article XVI of the Declaration to read as follows:

ARTICLE XVI The initial registered agent of the

Association to receive service of process for the Association is Lew Highsmith, 501 North Lake Park Boulevard, Carolina Beach, North Carolina 28428. The Board of Directors of the Association may change the registered agent and/or registered office of the Association from time to time by filing the appropriate and required forms for such change with the office of the Secretary of State of North Carolina; provided, however, the registered agent and registered office shall be located in New Hanover County, North Carolina.

Twelfth Amendment

Amend subpart 6 of Article II of that certain "Supplemental Declaration to Declaration Creating Unit Ownership of Property Under Provisions of Chapter 47A of the General Statutes of the State of North Carolina" which is recorded in Book 1248 at Page 1202 of the New Hanover County Registry, North Carolina, by adding a new subpart 8 to said Article II to read as follows:

8. Notwithstanding anything to the contrary contained elsewhere in this Supplemental Declaration, each unit is hereby defined to also include:

(a) all non-load bearing partition walls located entirely in the unit;

(b) all materials, including but not limited to carpet, tile, wallpaper, paint and vinyl attached to or on the interior finished surfaces of the perimeter walls, floors and ceilings and of the non-load bearing partition walls located entirely within the unit, window panes, frames, exterior doors and thresholds (including without limitation garage doors and storage room doors);

(c) all air handling and condensing units, ducts, and components, and all water, power, telephone, televisions and cable television, electricity, plumbing, gas and sewage lines, located within the unit; provided, however, that the portion of said lines located within a common compartment for, or installation of, such lines shall be common areas and facilities as defined above.

NOW THEREFORE, by the requisite affirmative vote of the members of the Association owning units in Sun Skipper Condominium and the Directors of the Association, the Bylaws of the Association are hereby amended by the following duly adopted amendments. The Bylaws of the Association are attached to the Declaration and designated Exhibit B thereto.

B. AMENDMENTS TO BYLAWS.

First Amendment

Delete the second (2nd) sentence of paragraph 2C of the Bylaws in its entirety and insert in lieu thereof the following new sentence.

If such certificate is not on file, then, in such event, the first name shown on the deed of conveyance of a Unit shall be the Person entitled to cast the vote applicable to that Unit and the vote of such person shall be considered in determining the requirement for a quorum and for all other purposes.

Second Amendment

Under paragraph 2 of the Bylaws add a new paragraph G to read as follows:

- G. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, the Declaration, the Articles of Incorporation of the Association or any rule or regulation adopted by the Board from time to time, no Person who owns a Unit shall designate any person or employee or an entity of any kind who or which is serving as the manager of the Association in any proxy as that Unit owners attorney-in-fact.

Third Amendment

Amend the 7th line of paragraph 8B by changing twenty (20) days to read ten (10) days.

Fourth Amendment

Delete the existing second (2nd) sentence of paragraph 8C and insert the following new sentence in the place thereof:

Thereupon, such amendment or amendments to these Bylaws should be transcribed, certified by the President and Secretary of the

Association, and a copy thereof shall be recorded in the Public Records of New Hanover County, North Carolina within ten (10) days from the date on which the same became effective.

Fifth Amendment

Add a new paragraph G to paragraph 8 of the Bylaws to read as follows:

- G. Notwithstanding anything to the contrary contained in the Declaration to which these Bylaws are attached as an exhibit, the affirmative vote of a majority of a majority of the entire membership of the Board of Directors and the affirmative vote of the members owning not less than a majority (fifty-one percent) of the condominium units in the condominium, all phases, shall be sufficient to amend these Bylaws and these vote requirements for approval of any amendment or amendments shall control over any vote requirements set forth in the Declaration of condominium for Sun Skipper Condominiums.

Sixth Amendment

Amend paragraph 9 of the Bylaws by adding a new sentence at the end thereof to read as follows:

If there shall be any conflict between these Bylaws and any rules and regulations adopted, from time to time, by the Board, then, in the event of such conflict the provisions of these Bylaws shall control.

END OF AMENDMENTS

EXCEPT as specifically amended by this First 1996 Amendment to Declaration Creating Unit Ownership and Bylaws Sun Skipper - All Phases, all of the remaining terms, conditions, provisions, covenants and restrictions of the Declaration and the Bylaws shall be and remain in full force and effect.

All of the amendments to the Declaration and the Bylaws set forth hereinabove shall be effective on the date this instrument is recorded in the office of the Register of Deeds of New Hanover County, North Carolina.

IN WITNESS WHEREOF, the Declarant has caused this instrument

to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the \_\_\_\_ day of \_\_\_\_\_, 1996.

SUN SKIPPER UNIT OWNERS ASSOCIATION

By: J. L. Bunch  
President

ATTEST:

Dalbie Pye  
Secretary

[Corporate Seal]

STATE OF North Carolina North Carolina  
COUNTY OF Cumberland

I, Larry McPhail, a Notary Public in and for the County and State aforesaid do hereby certify that Dalbie Pye personally appeared before me this day and acknowledged that he/she is Secretary of Sun Skipper Unit Owners Association, 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, sealed with its corporate seal, and attested by himself/herself as its Secretary.

Witness my hand and notarial seal this the 4<sup>th</sup> day of September, 1996.



Larry C. McPhail, Jr.  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/27/98

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing/ Annexed Certificate(s) of  
LARRY C. MCPHAIL, JR.

Notary (Notaries) Public is/ are certified to be correct.

This the 4 day of OCT, 1996

Mary Sue Coats, Register of deeds  
by Jacques (Notary)  
Deputy/ Assistant

CERTIFICATION

We, the undersigned, being the duly elected and presently serving president and secretary of Sun Skipper Unit Owners Association, a North Carolina non-profit corporation, hereby certify that the amendments to the Declaration Creating Unit Ownership of Property Under the Provisions of Chapter 47A of the General Statutes of the State of North Carolina and the Bylaws for Sun Skipper set forth hereinabove were duly adopted at a duly called and held meeting at which such amendments were approved by an affirmative vote of seventy percent (70%) or more of the members owning units in the condominium and a majority of the Directors of the Association as required by said Declaration and Bylaws.

J. L. Bunch III (Seal)  
President

Debbie Pye (Seal)  
Secretary

STATE OF North Carolina  
COUNTY OF New Hanover

I, W. Taylor, a Notary Public in and for the State and County aforesaid, do certify that J. L. Bunch III, president of Sun Skipper Unit Owners Association, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

IN WITNESS, my hand and notarial seal this 24<sup>th</sup> day of 1996

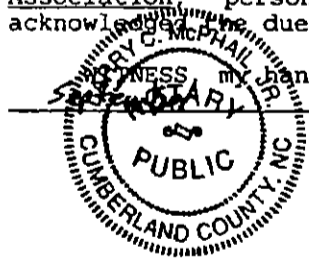


W. Taylor  
Notary Public  
My Commission Expires: Nov. 18, 2000

STATE OF North Carolina  
COUNTY OF Cumberland

I, Larry C McPhail Jr, a Notary Public in and for the State and County aforesaid, do certify that Debbie Pye, secretary of Sun Skipper Unit Owners Association, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

IN WITNESS, my hand and notarial seal this 4<sup>th</sup> day of 1996



Larry C McPhail Jr  
Notary Public  
My Commission Expires: 12/27/98

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STATE OF NORTH CAROLINA  
New Hanover County

The Foregoing / Annexed Certificate(s) of  
W. TAYLOR + LARRY C.  
MCPHAIL, JR

Notary (Notaries) Public is/ are certified  
to be correct.

This the 4 day of OCT 1976  
Mary Sue Oatis, Register of deeds

by James Whitman  
Deputy / Assistant