

After recording, return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENT TO DECLARATION OF
CONDOMINIUM FOR COTTAGES AT
BRIER CREEK, A CONDOMINIUM

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR COTTAGES AT BRIER CREEK, A CONDOMINIUM ("Amendment") is made and entered into this 17th day of January 2023 by **BRIER CREEK COTTAGES CONDOMINIUM OWNERS ASSOCIATION, INC.**, a North Carolina corporation (hereinafter referred to as the ("Association"), and the requisite number of Owners and Members of the Association voting in favor of the Association.

RECITALS:

A. The Association is the condominiums association for Brier Creek Cottages in Wake County, North Carolina, and, as such, is responsible for administrating the affairs of the Association pursuant to that certain Declaration of Condominium for Cottages at Brier Creek recorded in Book 12967, Page 2163, Wake County Registry, as amended and supplemented (the "Declaration").

B. The Declaration may be amended of not less than sixty-seven percent (67%) of the total votes in the Association.

C. The Owners desire to amend the Declaration to make changes to the allocation of the deductible with respect to the casualty insurance maintained by the Association on the Buildings as set forth in Articles XI and XII of the Declaration;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Condominium for Cottages at Brier Creek shall be amended as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated by this reference as if fully set forth herein.

2. To amend Article XI, Section 5 by deleting that Section in its entirety and replacing it with the following:

Section 11.5 Premiums, Selection of Deductible, Payment of Deductible. Premiums upon insurance policies purchased by the Association, and any amounts paid as a result of a deductible, shall be paid by the Association and charged as a Common Expense. The Association is empowered to select an appropriate deductible for any and all insurance policies purchased by the Association. In the event of a casualty loss impacting a Unit (s) and the Common Elements, any amounts paid as a result of a deductible shall be apportioned as a Common Expense for damage to the Common Elements, or to the Units, as applicable, in proportion to the repair cost for the casualty loss sustained by each component of the Building. In the event a casualty loss is sustained solely within a Unit or Units, any expenses rising out of the repair of such Unit (s) up to the deductible, shall be an individual expense paid by the Owner(s) of the Unit(s) benefitted from the particular insurance claim(s) in proportion to the damage sustained, and such individual expense shall become immediately due upon demand by the Association, and if unpaid for a period of thirty (30) days or longer shall constitute a lien on the Unit, pursuant to Sections 10 and Section 8.2 of this Declaration. Owners are encouraged to obtain their own casualty insurance on their Units to cover the gap in insurance between the master policy deductible and amount of damage sustained to a Unit as a result of a casualty loss.

3. To amend Article XII, Section 1 by deleting that Section in its entirety and replacing it with the following:

Section 12.1 Reconstruction and Repair. In the event of damage to or destruction of the Buildings as a result of fire or other casualty, the Association shall arrange for the prompt restoration and replacement of the Buildings unless (1) the Condominium is terminated in accordance with the provisions of Article XV below, or (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) the Owners decide not to rebuild by a one hundred percent (100%) vote, including one hundred percent (100%) of Owners of Units not to be rebuilt and one hundred percent (100%) of Owners of Units to which are assigned Limited Common Elements not to be rebuilt. Unless one of the preceding three conditions occurs, the Association shall arrange for the prompt repair and restoration of the Buildings, not including any decoration or covering for walls, ceilings, or floors, or furniture, furnishings, fixtures or equipment (unless the subject insurance policy covers a portion or all of such loss, in which event the Association shall repair or replace such damaged property), and the Association shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments and in accordance with the provisions of Section 11.6(d)(2) of this Declaration. Except for casualty loss repair costs which do not meet and are less than the initial deductible for the master casualty policy which are addressed in Article 11.5, any payment for repair and restoration in excess of the insurance proceeds shall constitute a Common Expense. Any reconstruction or repair shall be in accordance with the Plans. If the Owners vote not to rebuild any Unit, that Unit's allocated Common Elements Interest shall be automatically reallocated upon the vote as if the Unit had been condemned under N.C.G.S. § 47C-1-107(a).

4. This amendment shall be effective upon recordation in the Office of the Wake County Register of Deeds.

5. Except as amended hereinabove and heretofore, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

IN TESTIMONY WHEREOF, the Association has caused this instrument to be executed in their individual and corporate names as of the day and year first above written.

[Signature Page Follows]

CERTIFICATION OF VALIDITY
OF AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
COTTAGES AT BRIER CREEK, A CONDOMINIUM

By authority of its Board of Directors, the undersigned officers of the Brier Creek Condominium Owners Association, Inc., hereby certify that the foregoing instrument has been duly adopted and approved by the requisite percentage of Owners of Units in Brier Creek Condominiums and is, therefore, a valid amendment to the existing Declaration of Condominium for Cottages at Brier Creek, a Condominium.

BRIER CREEK COTTAGES CONDOMINIUM OWNERS ASSOCIATION, INC.

By:

President

Deborah Allgeier Deborah ALLGEIER

ATTEST:

Secretary

Jennifer Zawodny Jennifer Zawodny

STATE OF NORTH

CAROLINA

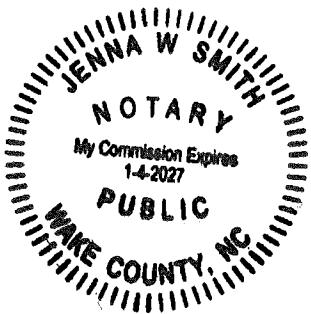
COUNTY OF WAKE

ACKNOWLEDGMENT

I, Jenna W. Smith, a Notary Public of the County and State aforesaid, certify that ~~Deborah Allgeier and Jennifer Zawodny~~ personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of Brier Creek Cottages Condominium Owners Association, Inc., 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 and attested by as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 17th day of January, 2023.

(Stamp or Seal)



Jenna W. Smith
Notary Public

Printed Name:

Jenna W. Smith

My commission expires: 1-4-2027

Signature:

Jenna W. Smith