

Prepared by and return to: Hope Derby Carmichael, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION
OF CONDOMINIUM AND BYLAWS
FOR THE GARDENS ON
GLENWOOD CONDOMINIUM

COUNTY OF WAKE

THIS AMENDMENT to the Declaration of Condominium and Bylaws for the Gardens on Glenwood, made this 30th day of October, 2017, is made by the members of The Gardens on Glenwood Condominium Owners Association, Inc. ("Association").

WITNESSETH:

THAT WHEREAS, Sterling Glenwood Village, LLC, caused to be recorded a Declaration of Condominium for The Gardens on Glenwood Condominium in Book 9291, Page 145 in the Wake County Registry ("Declaration"), and attached thereto as Exhibit C are the Bylaws of the Association; and

WHEREAS, Article XV of the Declaration provides that the Declaration may be amended only by the vote of not less than sixty-seven percent (67%) of the Owners of Units, and not less than fifty-one percent (51%) of the Mortgagees, cast in person or by proxy at a meeting duly held in accordance with the provisions of these Bylaws; and

WHEREAS, the Bylaws of the Association are attached as Exhibit C to the Declaration;
and

WHEREAS, the Owners holding at least sixty-seven (67%) of the vote have approved this amendment, and at least fifty-one percent (51%) of the Mortgagees have either approved this amendment or are deemed to have approved this amendment by their failure to respond to proper notice pursuant to Article 17.4 of the Declaration;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Condominium and the Bylaws for The Gardens on Glenwood shall be amended as follows:

1. Section 5.2(g) of the Declaration is amended by deleting that section in its entirety and inserting in lieu thereof the following:

“(g) All Limited Common Elements labeled on the Plans as “Unallocated” may be allocated to a specific Unit within the Condominium by either (1) the Declarant (prior to termination of the Declarant Control Period); or (2) the Association’s Board of Directors (following the termination of the Declarant Control Period). The intent of this subsection is to specifically allow any Unit owner to pay adequate consideration for the permanent assignment of an additional parking space which will attach and transfer with the title to his or her Unit.”

2. Section 8.6 of the Declaration is amended by striking the last sentence of the Section and inserting in lieu thereof the following:

“No Unit may be leased for a period shorter than one (1) year.”

3. Section 12.5 of the Declaration amended by deleting that section in its entirety and inserting in lieu thereof is the following:

“12.5 Premiums and Deductibles. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as a Common Expense.

Amounts paid by the Association (if any) as the result of any insurance deductible shall be assessed against those Units benefited by such payment on a pro rata basis according to the total damage to each Unit. Except in the case of an emergency, the Unit Owner will be required to pay his or her portion of the deductible prior to remediation work being commenced. The Association will be responsible for its own pro rata share of any insurance deductible if common areas are damaged and are to be repaired as a part of any insurance claim.

Notwithstanding the foregoing, in the event that a casualty occurs wholly within the boundaries of a Unit and does not affect any other Units or Common Elements, the Owner of such Unit shall be wholly responsible for any deductible amount relating to such claims.”

4. Section 17.5(e) of the Declaration is amended by deleting that section in its entirety and inserting in lieu thereof is the following:

“(e) The reallocation of interest in the Limited Common Elements between Unit Owners or the assignment by the Declarant or the Association’s Board of Directors of any Limited Common Element designated on the plans and drawings as an “unassigned limited common element” shall not require the consent and/or notice of the Unit Owners or of any Mortgagees, except for the Mortgagees holding Mortgages on those Units whose title is affected by the reallocation of a Limited Common Element. The conveyance of Common Elements shall be governed by the provisions of Section 10.6 of this Declaration as required by the North Carolina Condominium Act (Chapter 47C). The reallocation of a Common Element to a Limited Common Element shall require the notice to and consent of at least 67% of the Unit Owners and approval of at least 51% of the Mortgagees.”

5. Section 5.13 of the Bylaws, attached as Exhibit C to the Declaration, is amended to add a new subsection T. to the end of that Section, as follows:

“T. Sale of unassigned parking spaces or other Limited Common Elements designated on the plans and drawings as “unassigned”, and the recording of appropriate documents to make an allocation of such unassigned Limited Common Elements to attach to and transfer with the title to any Unit, all in accordance with Section 5.2(g) of the Declaration.”

6. By the recoding of this Amendment, all prior transactions to assign, deed or reallocate parking spaces or other Limited Common Elements within the Condominium, whether by Declarant, the Association or a Unit Owner are declared to be valid and are hereby ratified.
7. Except as amended hereinabove, the remaining portions of the Declaration and Bylaws shall remain unchanged and in full effect.

WHEREFORE, the President and Secretary of the Association have hereunto affixed the corporate certification for the purpose of enacting the foregoing amendment.

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CERTIFICATION OF VALIDITY OF AMENDMENT TO
DECLARATION OF CONDOMINIUM AND BYLAWS FOR
THE GARDENS ON GLENWOOD CONDOMINIUM

By authority of its Board of Directors, the undersigned hereby certify that the foregoing instrument has been duly approved by the vote of not less than sixty-seven percent (67%) of the Owners of Units, and not less than fifty-one percent (51%) of the Mortgagees, cast in person or by proxy at a meeting duly held and is, therefore, a valid amendment to the existing Declaration of Condominium and Bylaws for The Gardens on Glenwood Condominium.

THE GARDENS ON GLENWOOD
CONDOMINIUM OWNERS ASSOCIATION, INC.

By: *M. Coleman*
President

ATTEST:

Frances Heathcock
Secretary

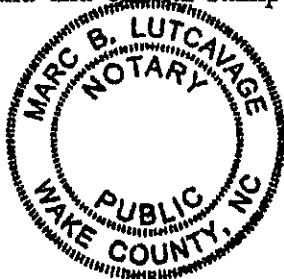
STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Marc B. Lutcavage, a Notary Public of the County and State aforesaid, certify that Frances Heathcock, personally came before me this day and acknowledged that s/he is Secretary of The Gardens on Glenwood 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 Frances Heathcock as its Secretary.

Witness my hand and official stamp or seal, this 30th day of October, 2017.



M-B. L
Notary Public

MARC B. LUTCAVAGE
Printed Name

My commission expires: 05/26/2019