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	05/01/2006	GUILFORD CO. NC	
1	MISC DOCUMENTS	77123	\$12.00
1	MISC DOC ADDN PGS		\$3.00
1	PROBATE FEE		\$2.00

RECORDED - 077123
 JEFF L. THIGPEN
 REGISTER OF DEEDS
 GUILFORD COUNTY, NC
 BOOK: 6522
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**THIRD AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 BROOKGLEN HOMEOWNERS ASSOCIATION**

Prepared by Steven H. Bouldin *p/u* Return to Keziah, Gates & Samet (High Point)

THIS AMENDMENT, dated April 18, 2006, is by **BROOKGLEN HOMEOWNERS ASSOCIATION**, a North Carolina nonprofit corporation.

Brookglen Homeowners Association (the "Association") is governed by the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 3584, at Page 1943, Guilford County Registry (the "Declaration"). The Declaration was amended by a First Amendment which is recorded in Deed Book 6088, at Page 2447, Guilford County Registry and by a Second Amendment which is recorded in Deed Book 6425, at Page 1586, Guilford County Registry.

The undersigned officer of the Association hereby certifies that the following amendment was adopted at a duly authorized meeting of the Association for which proper notice was given of the proposed amendment. Such amendment was approved at such meeting, or within twenty-one days following such meeting, by at least seventy percent of each class of members of the Association voting either in person or by written ballot, all as required by Article XI, Section 3 of the Declaration.

The Declaration is hereby amended by adding a new Article XII to the Declaration as follows:

ARTICLE XII

**COVENANTS OF OWNER TO KEEP UNITS INSURED AGAINST
 LOSS AND TO KEEP IN GOOD REPAIR**

SECTION 1. INSURANCE. Each Owner of a Lot hereby agrees to keep each dwelling unit upon a Lot subject to assessment insured against loss by fire and other casualties with what is commonly called extended coverage in an amount equal to the full replacement cost value of such dwelling unit. If the Board of Directors for the Association determines that it is reasonably necessary for the protection of the

Association, the Association may require each Owner to name the Association as an additional insured as its interest may appear.

SECTION 2. EVIDENCE OF INSURANCE. Upon written request from the Association or its agent, each Owner shall provide written evidence, in the manner as requested from the Association, that all required insurance is in place.

SECTION 3. FAILURE TO PROCURE AND MAINTAIN INSURANCE. In the event that any Owner shall fail to procure and maintain the insurance required by this Article, or shall fail to provide evidence that such insurance is in place, the Association is authorized, but is not required, to procure such insurance on behalf of such Owner and any insurance premiums paid by the Association for such insurance shall be assessed against the Owner and Owner's Lot as with any other assessment permitted under Article IV of the Declaration. The Association shall have all remedies to collect such insurance premium as with any other assessment permitted under Article IV of the Declaration. Prior to obtaining such insurance on the Owner's behalf, the Association shall provide the Owner with seven (7) days advance written notice of the Association's intent to obtain such insurance. In purchasing such insurance, the Association shall have no duty to determine the replacement cost value of the improvements on the Lot other than examining the property tax values assigned to the improvements on the Lot, nor shall the association have any duty to add mortgagees to such insurance.

SECTION 4. DUTY TO REBUILD. If a dwelling is damaged or destroyed by fire or other casualty, the Owner of such dwelling shall re-build or repair the dwelling to the condition existing prior to such casualty as nearly as practically possible. Such obligation to re-build and repair shall not affect the Owner's obligations under Article VII of the Declaration on Party Walls.

BROOKGLEN HOMEOWNERS ASSOCIATION

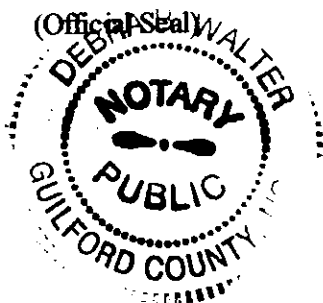
By: Randy L Craver
President

Guilford County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Randy L Craver

Date: 4/19/06

Debra B Walter
Print Name: Debra B Walter
My Commission Expires: 7/29/09



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