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NORTH CAROLINA

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF BROOKGLEN
HOMEOWNERS ASSOCIATION

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GUILFORD

THIS AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BROOKGLEN HOMEOWNERS
ASSOCIATION is made and entered into this the *18th* day of April 2004, by the
Brookglen Homeowners Association, Inc., hereinafter referred to as the "Association."

WITNESSETH THAT:

WHEREAS, Brown Investment Properties caused a Declaration of Covenants,
Conditions and Restrictions for Brookglen (hereinafter, the "Declaration") to be recorded
in Book 3584, Page 1943, of the Guilford County Registry, North Carolina.

WHEREAS, Article XI, Section 3, of the Declaration provides as follows:

The covenants and restrictions of this Declaration shall run with and bind the land
for a term of twenty (20) years from the date this Declaration is recorded, after which
time they shall be automatically extended for successive periods of ten (10) years. This
Declaration may be amended with the approval of at least seventy (70%) of each class of
members, provided that no amendment shall alter any obligation to pay ad valorem taxes
or assessments for public improvements as herein provided or affect any lien for the
payment thereof established herein. Any amendment must be executed by the duly
authorized officers of the Association and such amendment shall affirm that such
amendment was made pursuant to the following procedure: 1) that a duly authorized
meeting of the Association was held after proper notice of the proposed resolution for
amending this declaration was applied to the Lot owners; 2) that said meeting was held
and that a vote on the said resolution was conducted and that seventy percent (70%) of
each class of members affirm such action it at the time of the meeting or buy written
ballot executed by the Lot owners and deliver to the officers of the Association within
twenty-one (21) days of said meeting. Any amendment must be properly recorded with
the Guilford County Registry.

WHEREAS, the Association desires to exercise the powers granted to it by the existing Declaration and hereby makes the following amendments to the Declaration: (Amended language is underlined.)

Article II, Section 1(d), is hereby deleted in its entirety and replaced with the following:

- (d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of said common areas. In addition, the Brooks Executive Committee reserves the right to make permanent and temporary assignments of parking spaces for the Class A members on The Brooks Common Area and to establish regulations concerning the use thereof subject to the Articles of Incorporation of the Association.

Article IV, Section 1, first paragraph is hereby amended as follows:

“The annual and special assessments imposed by the Association and/or the respective Executive Committees, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made.

The following language is added to the end of Article IV, Section 9:

“Similarly, the respective Executive Committees may bring an action at law against the Owner personally obligated to pay assessments to and for the benefit of the separate Executive committee or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of Deeds of Trust .”

The following language is amended and added to the end of Article IV, Section 14:

“ The respective Executive Committees, in establishing the annual budget for operation, management and maintenance of the respective Common Areas and exterior improvements, if applicable, shall designate a sum to be collected and maintained as a reserve fund (hereinafter, “Executive Reserve Fund”)for the replacement of and capital improvements to the respective Common Areas. Each Executive Committee shall have and maintain their own separate reserve fund to be governed by this provision. This Executive Reserve Fund shall be for the purpose of enabling the respective Executive Committee to repair, reconstruct, or replace portions of their respective Common Areas. The amount collected under this provision may be maintained in a separate account by each Executive Committee and such money shall be used only to make improvements to their respective Common Area. Any interest earned on monies in a Executive Reserve Fund may, at the discretion of the Executive Committee, be expended for current operation and maintenance.”

Article V of the Declaration known as "Architectural Control" is hereby deleted in its entirety and the following provisions added as an amendment:

ARTICLE V
ARCHITECTURAL CONTROL

SECTION 1. THE ARCHITECTURAL CONTROL COMMITTEES FOR THE BROOKS AND BROOKGLEN VILLAGE. The Brooks Architectural Control Committee consisting of three (3) or more persons shall be appointed by The Brooks Executive Committee of the Association. In addition, the Brookglen Village Architectural Control Committee consisting of three (3) or more persons shall be appointed by the Brookglen Village Executive Committee of the Association.

SECTION 2. PURPOSE OF THE BROOKS ARCHITECTURAL CONTROL COMMITTEE. The Brooks Architectural Control Committee shall regulate the external design, appearance, use, location and maintenance of the properties and of improvements within The Brooks community in such a manner so as to preserve and enhance values and maintain harmonious relationship among structures and the natural vegetation and topography. To that end, no improvements, alterations, repairs, change of paint colors, plantings, excavations, changing grade or other work which in anyway alters the exterior of any Lot or the improvements located thereon from its natural or improve state existing on the date such lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior written approval of The Brooks Architectural Control Committee. No Building, fence, wall, residents or any other structures shall be commenced, erected, maintained or improved, altered, removed, made or done without the prior written approval of The Brooks Architectural Control Committee. In addition, no shrubs, trees or other plants shall be planted, altered removed without the prior written approval of The Brooks Architectural Control Committee. However, The Brooks Architectural Control Committee may adopt general guidelines for the Lot Owners within The Brooks to eliminate the need for review of minor and deminimus alterations to the landscape and other permanent improvements.

SECTION 3. PROCEDURE. Any member owning property within of The Brooks desiring to make any such improvement, alteration or change described herein above shall submit plans and specifications , showing the nature, kind, shape, height, materials and location of the same to The Brooks Architectural Control Committee who shall evaluate such plans and specifications pursuant to the purposes of this Article as specified herein above. In the event the Committee fails to approve, modify or disapprove in writing an application within forty-five (45) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Applicant may appeal an adverse Architectural Control Committee decision to the Board of Directors of the Association which may reverse or modify such decision by a two thirds vote of the Directors.

As a condition to the granting of approval of any request made pursuant to this Article, The Brooks Architectural Control Committee may require that the Owner requesting such change be liable for any cost of maintaining or repairing the approved project. If such a condition is imposed, the Owner shall evidence his consent thereto by a

written document in recordable form satisfactory to the Committee. Thereafter, the Owner, and any subsequent owner of the Lot, by acceptance of the deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree that notwithstanding any other provisions of this Declaration to the contrary any cost of the maintenance and repair of such improvement shall be part of the annual assessment charged as set forth in Article IV, section one, and subject to the lien rights described in said Article IV.

SECTION 4. PURPOSE OF THE BROOKGLEN VILLAGE ARCHITECTURAL CONTROL COMMITTEE. The Brookglen Village Architectural Control Committee shall regulate the external design, appearance, use, location and maintenance of the improvements within the Brookglen Village community in such a manner so as to preserve and enhance values and maintain harmonious relationship among structures and the natural vegetation and topography. To that end, no improvements, alterations, repairs, change of paint colors, excavations, changing grade or other work which in anyway alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such lot was first conveyed in fee by the Declarant to an owner shall be made or done without the prior written approval of the Brookglen Village Architectural Control Committee. No Building, fence, wall, residence or other structure shall be commenced, erected, maintained or improved, altered, removed, made or done without the prior written approval of the Brookglen Village Architectural Control Committee. However, the Brookglen Village Architectural Control Committee may adopt general guidelines for the Lot Owners within The Brookglen Village as a procedure to eliminate the need for review of minor and deminimus alterations to the landscape and other permanent improvements.

SECTION 5. PROCEDURE. Any member within of the Brookglen Village community desiring to make any such improvement, alteration or change described herein shall submit plans and specifications, showing the nature, kind, shape, height, materials and location of the same to the Brookglen Village Architectural Control Committee which shall evaluate such plans and specifications pursuant to the purposes of this Article as specified above. In the event the Committee fails to approve, modify or disapprove in writing an application within forty-five (45) days after the plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. The Applicant may appeal an adverse Architectural Control Committee decision to the Board of Directors of the Association which may reverse or modify such decision by a two thirds (2/3) vote of the Directors.

As a condition to the granting of approval of any request made pursuant to this Article, the Brookglen Village Architectural Control Committee may require that the Owner requesting such change be liable for any cost of maintaining or repairing the approved project. If such a condition is imposed, the Owner shall evidence his consent thereto by a written document in recordable form satisfactory to the Architectural Control Committee. Thereafter, the Owner, and any subsequent owner of the Lot, by acceptance of the deed therefore, whether or not it shall be so expressed in such deed is deemed to have covenanted and agreed that notwithstanding any other provisions of this Declaration to the contrary any cost of the maintenance and repair such improvement shall be part of

the annual assessment charged as set forth in Article IV, section one, and subject to the lien rights described in said Article IV. A

Article VI, entitled "Exterior Maintenance" is amended as follows:

" Subject to the terms of Article V entitled "Architectural Control," The Brooks Executive Committee shall be responsible for the exterior maintenance of the dwelling, walls, fences, patios, wooden decks, (only including the decks installed by Declarant or the Association) railings, or steps located on the respective Class A members' townhouse Lot. Notwithstanding the foregoing, each Owner of a Townhouse Structure who is a Class A Member will be responsible for maintaining any storm doors and other exterior doors and their hardware (except that The Brooks Executive Committee will keep such other exterior doors properly painted) and for keeping all exterior window panes and storm windows in proper repair. The plantings, landscaping and general grounds encompassing the vegetation on the rear portions of the Townhouse Lot, shall be maintained by the respective Class A Owners. Any such landscaping on the front portion of the Townhouse Lots will be the sole responsibility of The Brooks Executive Committee. In order to enable The Brooks Executive Committee to accomplish the foregoing, it is hereby reserved to the Association and The Brooks Executive Committee the right to on obstructed access over and upon each Lot and reasonable times to perform the maintenance of these grounds.

(The next paragraph of Article VI beginning with "In the event that the need for maintenance. . . ." is left undisturbed.)

"Each Class B and D Member and Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot by keeping the same properly painted, repaired, and with the proper replacement and care of roofs, gutters, downspouts, exterior building services, lawn, trees, shrubs, walks and other exterior improvements. In the event that such Owners neglect or fail to maintain his or her Lot and/or the exterior of his or her dwelling and a manner reasonably consistent with the other Lots and dwellings in the community, The Brookglen Village Executive Committee shall provide such exterior maintenance as provided above. Provided, however, that The Brookglen Village Executive Committee shall first give written notice to the Owner of the specific items of exterior maintenance The Brookglen Village Executive Committee intends to perform and the owner shall have twenty-one (21) days from the date of the mailing of said notice within which to perform such exterior maintenance himself or herself or to commence such maintenance and to continuously pursue such maintenance. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings within the community shall be made by the Brookglen Village Executive Committee in its sole discretion. In order to enable The Brookglen Village Executive Committee to accomplish the foregoing, it is hereby reserved to the Association and The Brookglen Village Executive Committee the right of unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

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In the event The Brookglen Village Executive Committee performs such exterior maintenance, repair or replacement, the costs of such maintenance, replacement or repairs shall be added to and become part of the assessment to which such Lot is subject.

Article VIII, Section 1(c) is amended as follows:

“The tenant of an Owner holding the leasehold estate, the initial term of which is at least three (3) months under a written lease agreement, which lease agreement shall have the prior written approval of the relevant and respective Executive Committee before the tenant takes possession; and members of a tenant’s immediate family; all members of the immediate family of the tenant’s spouse; and

Article VIII, Section 5 is amended as follows:

“No outside radio or television antennas shall be erected on any Lot or dwelling within the community unless and until permission for the same has been granted by the relevant and respective Executive Committee. Moreover, no satellite dish may be installed or placed upon any Lot without prior approval of the relevant and respective Executive Committee.

Article XI, Section 1, is amended as follows:

“The Association, relevant Executive Committee, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association. Failure by the Association, or the relevant and respective Executive Committee, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or relevant and respective Executive Committee shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, coats and ordinances of any governmental authority.

Article VIII is hereby amended to include the following:

“SECTION 8. SINGLE FAMILY RESIDENCE– No lot shall be used for anything other than a single-family residence. This specifically excludes half-way houses, boarding homes, orphanages, and/or any type of temporary or permanent shelters whatsoever.”

Article VIII is hereby amended to include the following:

“SECTION 9. LEASING OF LOTS – Each and every owner of a lot that is currently leasing, or intends on leasing, their lot to a third party hereby agrees to set up an automated payment system (a.k.a. automatic draft) through a financial institution within thirty days of the recording of this amendment, or within thirty (30) days of the leasing of the property, whichever time is shorter. The owner is also to provide to the Board of Directors a copy of any lease agreement within thirty (30) days of the tenants taking

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possession. Said automated payment system shall stay in effect so long as the property is not occupied by the owner.

Article XI, Section 1 is amended to add a section 1(a) to provide as follows:

"In addition to the enforcement powers contained herein, the Association shall also have authority to, after notice and an opportunity to be heard, impose reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association. Any fines imposed shall be considered an assessment as set forth in the Declaration and therefore may be collected as assessments."

NOTE: It is the intent of the Association and its members to separate the day to day and long-range activities of The Brooks community and the Brookglen Village community. This amendment is intended to provide autonomy to the two separate communities and assign any and all powers held by the Association to the respective Executive Committees to allow them to operate separately from one another as set forth in the Declarations and as set forth in this Amendment.

THE ASSOCIATION HEREBY CERTIFIES as follows:

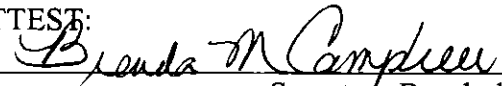
1. This Amendment has been executed and recorded prior to the expiration of the initial twenty (20) year period set forth in the Declaration;
2. This Amendment does not divest any Owner of any portion of his Lot within the subdivision and does not materially alter the plan of development set forth in the Declaration;
3. Pursuant to the requirements set forth in the Declaration, this Amendment has been approved by at least seventy (70) percent of each class of members and at a duly authorized meeting.

NOW THEREFORE, the Association hereby amends the Declaration recorded in Book 2270, Page 1006 , of the Guilford County Registry, North Carolina, with the Amendment contained herein.

IN WITNESS WHEREOF, the Association has caused this Amendment to be signed by and through its authorized agent.

This the 18th day of April 2004.

 , President
Brookglen Homeowners Association

ATTEST:


Secretary Brookglen Homeowners Association

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I, Brenda Campbell Secretary of the Brookglen Homeowners Association certify that Pam Blanchard personally came before me this day and acknowledged that she is the President of the Brookglen Homeowners Association, a corporation, and that she, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the 18 day of April 2004.

Brenda M Campbell
Secretary, Brookglen Homeowners
Association, Inc.

NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Brenda M. Campbell, personally appeared before me this day and acknowledged that she is the Secretary of the Brookglen Homeowners Association, a North Carolina 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 herself as its Secretary.

Witness my hand and official seal, this 18th day of April 2004.

Deborah J. Cook
Notary Public

My Commission Expires: 6/13/05



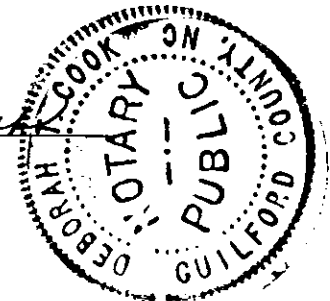
NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that Pam Blanchard personally appeared before me this day and acknowledged that she is the President of the Brookglen Homeowners Association, and that she has executed the foregoing instrument as its President.

WITNESS my hand and seal this the 18th day of April 2004.

Deborah J. Cook
Notary Public

My commission expires: 6/13/05



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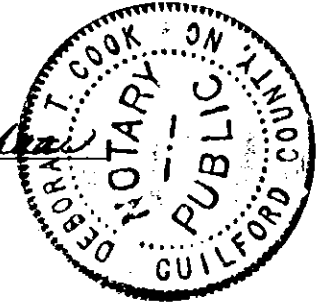
NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that
Pam Blanchard personally appeared before me this day and acknowledged
that she is the President of the Brookglen Homeowners Association, a 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.

WITNESS my hand and seal this 18th day of April 2004.

Debbie Weiskopf
Notary Public

My Commission Expires: 4/13/05



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KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Deborah J Cook

A Notary (Notaries) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By: Meredith A. Payne
Deputy - Assistant Register of Deeds

* * * * *

**This certification sheet is a vital part of your recorded document.
Please retain with original document and submit when re-recording.**