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Alamance, NC  
HUGH WEBSTER REGISTER OF DEEDS  
BK 3328 PG 796-803

Prepared by and Mail to: Steven E. Black, Rossabi Black Slaughter PA ←  
P.O. Box 41027, Greensboro, NC 27404 - 1027

NORTH CAROLINA  
ALAMANCE COUNTY

AMENDMENT TO DECLARATION  
OF CONDOMINIUM FOR WINDERMERE

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR WINDERMERE is made this the 15<sup>th</sup> day of May, 2014, by the Windermere Condominium Homeowners Association, Inc. (the "Association").

WITNESSETH THAT

WHEREAS, Pierce Homes of Carolina, Inc. ("Declarant") subjected certain property within the Windermere subdivision (the "Property") to the Declaration of Condominium for Windermere (the "Declaration") recorded with the Alamance County Register of Deeds in **Book 1836, Page 834** on March 27, 2003;

WHEREAS, Article XXIX of the Declaration provides that the Declaration may be amended with the consent of the owners of units to which at least seventy-five percent (75%) of the votes of the Association are allocated.

NOW THEREFORE, the Declaration of Condominium for Windermere shall be amended as follows with new language appearing as underlined and language removed appearing as a strike-through:

Add the following new language to Article XX:

Notwithstanding any other provision of this Declaration of Condominium for Windermere the expenses of the Association for maintenance, repair and replacement of Common Elements shall be paid from the segregated and separate accounts of the Multi-Story Buildings and Single-Story Buildings. Exhibit A(1) of this amendment shall be instructive in determining whether any expense of maintenance, repair and replacement of Common Elements are to be paid by the

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separate accounts for the Multi-Story Buildings, the separate accounts for the Single-Story Buildings, or both.

For clarification and to remove doubt, it is the intent of this amendment to separate to the greatest extent possible the assessments collected by the Multi-Story Buildings and the Single-Story Buildings, and to the greatest extent possible to require those groups to pay for those Common Expenses for which only that group benefits.

If an expense is for the benefit of all owners, for example the neighborhood entrance sign, the Expense shall be paid as follows:

Multi-Story Buildings sixty-eight percent (68%)

Single-Story Buildings – thirty-two percent (32%)

Modify Article XXVI as follows:

A. The aggregate costs of maintaining the Common Elements located within buildings having horizontal boundaries between Units (the “Multi-Story Buildings”) are more than the aggregated costs of maintaining the Common Elements located within buildings which do not have horizontal boundaries between Units (the “Single-Story Buildings”) as a result of elevator service provided to Units within Multi-Story Buildings and the additional Common Elements located within Multi-Story Buildings. Accordingly, for the purpose of calculating the amount of assessments to be levied against Unit Owners, the allocated Interest of Unit Owners of Units within Multi-Story Buildings will be multiplied by no less than 1.1. Unless specifically otherwise provided for in this Declaration, all assessments made by the Association shall be in such an amount that any assessment levied against a Unit Owner and his Unit shall bear the same ratio to the total assessment made against all Unit Owners and their Units as the Allocated Interest in the Common Elements appurtenant to each Unit, adjusted as provided in the previous sentence, bears to the total Allocated Interest in the Common Elements appurtenant to all Units, adjusted as provided in the previous sentence; provided however that any portion of the Common Expense which, in the opinion of the Executive Board, was incurred on behalf of or benefited fewer than all Unit Owners may be assessed solely against the Unit Owners so benefited, in such proportions as the Executive Board, in its sole discretion, shall determine.

Notwithstanding any other provision of this Declaration of Condominium for Windermere the assessments collected from the owners of the Multi-Story Buildings shall be segregated from the assessments collected from the Single-Story Buildings. Separate financials shall be maintained reflecting said the segregation of funds. For clarification and to remove doubt, the reserve funds shall also be segregated and kept separate.

C. In addition to the annual assessment authorized above, the Executive Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of Unit Owners of Units to which two-thirds (2/3rds) of the Allocated Interest in the Common Elements are assigned, voting in person or by proxy at a meeting duly called for such purpose.

In addition, owners of the Multi-Story Buildings and/or owners of the Single-Story Buildings may pass a special assessment to be assessed only to the owners and Units of each separate category of buildings. For purposes of this separate special assessment each category shall have its own separate voting class. The owners of the Multi-Story Buildings shall be the only owners authorized to vote for a special assessment to be applied only to the Multi-Story Building owners and units. Similarly, owners of the Single-Story Buildings shall be the only owners authorized to vote for a special assessment levied against the Single-Story Building owners and units. In the event that either or both categories of buildings pass a special assessment by two-thirds (2/3rds) of the total votes in that class of owners, it shall result in a valid special assessment. Such special assessments may be passed in writing or by voting, in person or in proxy, at a meeting of only that category of buildings.

D. . . . The budget is deemed ratified unless at the meeting the Unit Owners entitled to cast ~~sixty-seven percent (67%)~~ a majority of the votes of the Association rejects the budget. In the event the Executive Board fails to propose a budget or the proposed budget is rejected the annual budget last ratified shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

E. . . . From and after January 1 of the year immediately following the conveyance of the first Unit to a Unit Owner other than Declarant, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership of the Association. From and after January 1 of the year immediately following the conveyance of the first Unit to a Unit Owner other than Declarant, the maximum annual assessment may be increased above ten percent (10%) by a vote of the Unit Owners to whom sixty-seven percent (67%) or more of the Allocated Interest in the Common Elements have been assigned for each class of owners who are voting in person or by proxy, at a meeting duly called for such purpose.

For clarification and to remove doubt, it is intended that each category of buildings (Multi-Story Buildings and Single Story Buildings) may vote as a class

to approve an increase for an independent category of buildings by a vote of sixty-seven percent (67%) of the owners within that category only.

F. . . Each Unit Owner shall be deemed to own a portion of the Capital Improvement Fund equal to his Units Allocated Interest in the Common Elements and the Association shall annually notify each Unit Owner of the amount of his balance in the Capital Improvement Fund. However, such balance shall not be subject to withdrawal by a Unit Owner. Notwithstanding any other provision in the Declaration of Condominium for Windermere, the Capital Improvement Fund or any other reserve fund held by the Association, shall be segregated where the income from the owners of the Multi-Story Buildings are kept segregated and separate from income from the owners of the Single-Story Building.

G. . . ~~As monies for any assessment are paid to the Association by any Unit Owner, the same may be commingled with monies paid to the Association by the other Unit Owners. . . .~~

Add Article XXXVIII:

For clarification, it is the intent of this amendment to separate to the greatest extent possible the assessments collected from the two categories of buildings with the Association, the Multi-Story Buildings and the Single-Story Buildings, and to the greatest extent possible, to require those categories to pay for those Common Expenses for which only that group benefits. It is also the intent of this amendment, to the greatest extent possible, to create separate voting classes for the Multi-Story Buildings and Single Story Buildings for voting on annual and special assessments.

In the event there is a specific benefit through insurance proceeds, condemnation awards, judgments, or other similar events, those specific financial benefits shall be reasonably segregated by the Board of Directors, at their discretion

Funds may be co-mingled only upon written consent of eighty percent (80%) of the Allocated Interest in the Condominium.

This the 15<sup>th</sup> day of May, 2014.

Windermere Condominium Homeowners  
Association, Inc.

By: Michael A. Cole  
President

ATTESTED:

Robert Craig Blackwood Jr.  
Secretary

I, Robert Craig Blackwood Jr., Secretary of Windermere Condominium Homeowners Association, Inc. certify that Michael A. Cole personally came before me this day and acknowledged that s/he is the President of Windermere Condominium Homeowners Association, Inc., a corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

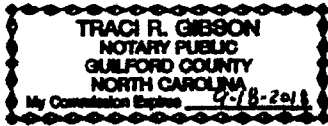
WITNESS my hand this the 15<sup>th</sup> day of May, 2014.

Robert Craig Blackwood Jr.  
Secretary

NORTH CAROLINA  
ALAMANCE COUNTY

I, the undersigned Notary Public, do hereby certify that Michael A. Cole ~~Robert Craig Blackwood Jr.~~ TRG personally appeared before me this day and acknowledged that s/he is the President of Windermere Condominium Homeowners Association, Inc. and that s/he has executed the foregoing instrument as its President.

WITNESS my hand and seal this the 15 day of May, 2014.



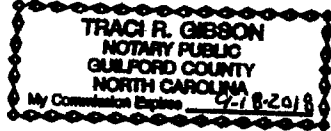
Traci R. Gibson  
Notary Public Traci R. Gibson  
My commission expires: 9-18-2018

Traci R. Gibson  
Printed Name

NORTH CAROLINA  
ALAMANCE COUNTY

I, the undersigned Notary Public, do hereby certify that Robert Craig Blackwood Jr. personally appeared before me this day and acknowledged that s/he is the Secretary of Windermere Condominium Homeowners Association, Inc., and that s/he has executed the foregoing instrument as its Secretary.

WITNESS my hand and seal this the 15 day of May, 2014.



Traci R. Gibson  
Notary Public  
My commission expires: 9-18-2018

Traci R. Gibson  
Printed Name

# EXHIBIT A(1)

The expenses for the maintenance, repair and replacement shall be the sole responsibility of the owners of the Multi-Story Buildings, and shall be paid for by the segregate and separate funds of the Multi-Story Buildings for all such expenses on the Common Elements and for the Common Elements located on the following phases:

1. Phase V
2. Phase VI
3. Phase VII
4. Phase IX-A
5. Phase XII-A
6. Phase VIII

The expenses for which the maintenance, repair and replacement shall be the sole responsibility of the owners of the Single-Story Buildings, and shall be paid for by the segregate and separate funds of the Single-Story Buildings for all such expenses on the Common Elements and for the Common Elements located on the following phases:

1. Phase I
2. Phase IA
3. Phase 2A
4. Phase 2B
5. Phase 2C
6. Phase 2D
7. Phase 2 F
8. Phase 2 E
9. Phase 3 A
10. Phase 3 F
11. Phase 3 B
12. Phase 3 E
13. Phase 3 D
14. Phase 3 C
15. Phase 4 E
16. Phase 4 D
17. Phase 4 C
18. Phase 4 B
19. Phase 4 A
20. Phase 4 G
21. Phase 4 F
22. Phase X