

For Registration Fredrick Smith
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Fredrick Smith

Prepared by and return to: Sellers, Hinshaw, Ayers, Dortch & Lyons, P.A. (Box 91)

**CERTIFICATION OF AMENDMENT TO
DECLARATION AND BYLAWS FOR
SOUTH HILL CONDOMINIUM**

This **CERTIFICATION OF AMENDMENT TO DECLARATION AND BYLAWS FOR THE SOUTH HILL CONDOMINIUM**, is made pursuant to Article XIV of the DECLARATION OF SOUTH HILL CONDOMINIUM, and Section 9 of the BYLAWS OF SOUTH HILL CONDOMINIUM OWNERS ASSOCIATION, INC., recorded in the Mecklenburg County Public Registry in Book 10137 at Page 0870, as amended and supplemented from time to time

Statement of Purpose

Article XIV of the Declaration and Article 9 of the Bylaws provide for by no less than 67% of the owners of the Units. In accordance with the requirements of the Declaration, as well as N.C.G.S. §55A-7-08, the following Amendment was approved by the affirmative vote of the required percentage of the votes in the Association. Accordingly, the due and proper adoption of following Amendment is hereby certified by the President and the Secretary of the Association for recordation.

NOW, THEREFORE, with the consent of sixty percent of Owners, the Declaration and Bylaws for South Hill Condominium are amended as follows:

South Hill Amendment to Declaration and Bylaws
Page 1 of 5

1. Sections 5.13(a), (c), (o) and (p) of the Bylaws shall be deleted in its entirety and substituted as follows:

- (a) Operation, care, upkeep and maintenance in accordance with Section 8.8 of the Bylaws.
- (c) Employment and dismissal of personnel (including without limitation the Independent Manager) necessary for the efficient operation, maintenance, repair and replacement of those items set forth in Section 8.8 of the Bylaws.
- (o) Maintenance, repair or replacement of any Unit or other item in accordance with Section 8.8 of the Bylaws or as is necessary in the discretion of the Board to protect the Common Elements or any other Unit. The Board shall levy a Special Individual Assessment against such Owner for all costs incurred pursuant to this Section.
- (p) Entering any Unit or Limited Common Element as necessary in connection with any maintenance, repair or replacement for which the Board is responsible. Except in the case of an emergency, the Board may enter only after giving notice of the necessity of said maintenance or repair to the Owner and shall schedule the work during reasonable hours with as little inconvenience to the Owner as possible. If such entry causes any damage, the Board shall repair such damage and costs associated therewith shall be treated as a Common Expense.

1. The first paragraph of Section 8.1 of the Bylaws shall be amended to add the following underlined sentence. The remainder of Section 8.1 shall remain unchanged:

Section 8.1 Determination of Common Expenses and Fixing of the Common

Charges: The Executive Board shall from time to time, and at least annually, prepare and adopt a proposed budget for the Condominium, determine the amount of the Common Expenses payable by the Owners to meet the proposed budget of the Condominium, and allocate and assess such proposed Common Expenses among the Owners in equal shares (based upon the total number of Units in the Condominium), all in accordance with the procedure set forth in this Section 8, but subject to the limitations set forth in Article XVI of the Declaration. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Executive Board pursuant to the provisions of the Declaration. The Common Expenses shall also include such amounts as the Executive Board deems necessary for the operation and maintenance of the Property, including without limitation, an amount for working capital of the Condominium; an amount for a general operating reserve; an amount for a reserve fund for losses due to insurance deductibles; an amount for a reserve fund for repair and replacement of the Common Elements and those items set forth in Section 8.8; and such amounts as may be necessary to make up any deficit in the Common Expenses for any prior year. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Executive Board shall provide a summary of the budget to all the Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget no less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Notwithstanding any other provisions of these

Bylaws, there shall be no requirement that a quorum be present at such meeting. Notwithstanding any other provision of these Bylaws, the proposed budget shall be deemed ratified unless at that Meeting a majority of all the Owners present and entitled to cast a vote reject the budget. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

2. Section 8.8 of the Bylaws shall be deleted in its entirety and substituted as follows:

(a) **Owner Maintenance and Repair.** Except as otherwise provided in the Declaration or Bylaws, all maintenance, repair and replacement to any Unit and the Limited Common Elements allocated thereto, whether ordinary or extraordinary, shall be made by the Owner of such Unit. Specifically, Unit Owners shall be responsible for the maintenance, repair and replacement of all exterior windows and doors, garage doors, any portion of the heating, ventilating and air conditioning systems serving his or her Unit. Each Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements that result from the Owner's failure to comply with this section or from the Owner's (including Owner's family members, guests, invitees or tenants) negligence, misuse, neglect or intentional misconduct. Notwithstanding Section 8.8(b), each Owner shall keep his respective Unit and its appurtenant Limited Common Elements in a clean, neat and orderly conditions.

(b) **Association Maintenance and Repair.** The Association shall be responsible for all maintenance, repairs and replacements to the Common Elements, unless necessitated by the negligence, misuse or neglect of an Owner or from the Owner's failure to comply with Section 8.8(a), in which case such expense shall be charged to and paid by such Owner as a Special Individual Assessment. The Association shall also be responsible for the maintenance, repair and replacement of the following Limited Common Elements: lawns, window frames, trim and caulking, door frames, trim and caulking, front porches, porch pillars, porch roofs and soffits, porch fascia and band boards, front porch floors, front porch ceilings, front porch wood rails, front porch metal rails, wooden fences, brick patio walls, front steps, brick and wooden walls adjacent to driveways. Except for those items listed in Section 8.8(a), the Association shall be responsible for the maintenance, repairs and replacement of the exterior elements of the Unit. Provided, however, there is excluded from the provisions contained in this section any repairs necessitated by casualty insured against by the Executive Board to the extent the Executive Board receives insurance proceeds for such repairs.

(c) **Special Individual Assessments.** In addition to the Annual Assessments and Special Assessments authorized herein, the Board shall have the power to levy a special assessment applicable to any particular Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, including any improvements located thereon, occasioned by any act or omission of such Owner(s), members of such Owner's family or such Owner's agents, guests, employees, tenants or invitees and not the result of ordinary wear and tear, (ii) for payment of costs incurred by Association to bring any Lot into compliance as provided for in **Section 8.1(b)**; or (iii)

for payment of fines, penalties or other charges imposed against any particular Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration or Bylaws. The due date and payment terms (if any) for any Special Individual Assessment levied shall be fixed by the Board. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due.

3. Section 5.4 of the Declaration shall be deleted in its entirety and substituted as follows:

Section 5.4 Association Maintenance The Association shall be responsible for the maintenance, repair and replacement of the Common Elements those items specifically identified in Section 8.8 of the Bylaws, except for maintenance, repair or replacement caused by the negligence or intentional misconduct of any Owner, his agents, invitees or family members, which shall be the responsibility of the Owner.

3. Section 7.14 of the Declaration shall be deleted in its entirety and substituted as follows:

Section 7.14 Owner Maintenance. The Owner of each Unit is responsible for maintaining his Unit as well as those items specifically set forth in Section 8.8(b) of the Bylaws. All lawn care shall be the responsibility of the Association. Each Owner shall keep his respective Unit and its appurtenant Limited Common Elements in a clean, neat and orderly condition.

The undersigned, as President and Secretary of the Association, do hereby certify that approval of this Amendment was obtained as required by the Declaration and Bylaws and in accordance with North Carolina laws.

This 11th day of July, 2019

**SOUTH HILL CONDOMINIUM OWNERS
ASSOCIATION, INC.**

By: *ARLwin*

Name: *FAFIK REABDIKHO*
President of the Association

By: *SMucha*

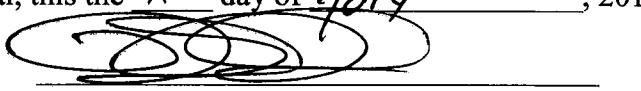
Name: *UESLIE J. MUCHA*
Secretary of the Association

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Daniel J. Darlak, a Notary Public of the aforesaid County and State, do hereby certify that Ru Rik Betabishoo and Leslie Judi Muel ("Signatory") personally appeared before me this day and acknowledged that he/she are **President and Secretary of South Hill Condominium Owners Association, Inc.** a North Carolina nonprofit corporation, and that he/she, as President being authorized to do so, executed the foregoing on behalf of the corporation.

I certify that the Signatory personally appeared before me this day, and I either have personal knowledge of the identity of the Signatory; or I have seen satisfactory evidence of the Signatory's identity, by current state or federal identification with the Signatory's photograph in the form of a driver's license; or N/A; or a credible witness has sworn to the identity of the Signatory.

Witness my hand and official stamp or seal, this the 11 day of July, 2019.



Notary Public

Print Name: Daniel J. Darlak

My commission expires: 4/19/24

NOTARY SEAL

