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**STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK**

**AMENDMENT TO DECLARATION OF
CONDOMINIUM ESTABLISHING TIMBERCREEK CONDOMINIUM AND
BYLAWS OF TIMBERCREEK CONDOMINIUM ASSOCIATION**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM ESTABLISHING TIMBERCREEK CONDOMINIUM AND BYLAWS OF TIMBERCREEK CONDOMINIUM ASSOCIATION made this 17 day of February, 2011 by the undersigned TIMBERCREEK CONDOMINIUM ASSOCIATION, a North Carolina non-profit corporation operating in Brunswick County (the "Association").

WITNESSETH:

WHEREAS, Timbercreek Associates, Inc., caused to be recorded a Declaration of Condominium Establishing Timbercreek Condominium (the "Declaration") on March 29, 1985 in Book 600 at Page 232 in the Office of the Register of Deeds of Brunswick County Registry (the "Registry") as amended by that certain Amendment to Declaration dated June 3, 1986 and recorded in Book 649 at Page 475 in the Registry, that certain Amendment to Declaration dated August 21, 1987 and recorded in Book 705 at Page 100 in the Registry, that certain Amendment to Declaration dated January 29, 1988 and recorded in Book 721 at Page 337 in the Registry, that certain Amendment to Declaration dated May 12, 1988 and recorded in Book 731 at Page 675 in the Registry, that certain Amendment to Declaration dated August 23, 1988 and recorded in Book 742 at Page 966 in the Registry, that certain Amendment to Declaration dated September 28, 1988 and recorded in Book 747 at Page 159 in the Registry, and that certain Amendment to Declaration dated January 31, 1990 and recorded in Book 794 at Page 905 in the Registry. The capitalized terms set forth in this Amendment shall have the same meaning as set forth in the Declaration unless otherwise defined or the context shall otherwise prohibit; and

WHEREAS, the Bylaws of Timbercreek Condominium Association (the "Bylaws") are attached as Exhibit F to the Declaration; and



WHEREAS, pursuant to Section XXXI(A) of the Declaration, the Declaration may be amended by affirmative vote of seventy-five (75%) percent of the members owning Units in the Condominium; and

WHEREAS, pursuant to Section 8 of the Bylaws, the Bylaws may be amended by affirmative vote of the majority of the members owning Units in the Condominium; and

WHEREAS, the terms and conditions of this Amendment have been approved by at least seventy-five (75%) percent of the members owning Units in the Condominium.

NOW, THEREFORE, the Association, acting pursuant to the provisions of Section XXXI(A) of the Declaration and Section 8 of the Bylaws, does hereby amend the Declaration and Bylaws as follows:

1. Section XII of the Declaration is hereby amended to read as follows:

To efficiently and effectively provide for the administration of the Condominium by the Owners of the Condominium Units, a non-profit North Carolina corporation known and designated as Timbercreek Condominium Association, has been organized, and said corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and By-Laws. A true copy of said Articles of Incorporation and By-Laws are attached hereto and expressly made a part hereof as Exhibits "E" and "F" respectively. The Owner or Owners of each Condominium Unit shall automatically become members of said corporation upon his, their or its acquisition of any ownership interest in title to any Condominium Unit and its appurtenant undivided interest in Common Property, and the membership of such Owners or Owner shall terminate automatically upon such Owner or Owners being divested of such ownership interest in the title to such Condominium Unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Condominium Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in said corporation or to any of the rights or privileges of such membership. In the administration of the operation and management of the Condominium, Timbercreek Condominium Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, to levy and to collect annual or special assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Condominium Units and Common Property as the Board of Directors of said Association may deem to be in the best interests of the Association. Timbercreek Condominium Association is hereinafter referred to as "Association."

2. The first paragraph of Section XXVII of the Declaration is hereby amended to read as follows:

The Association is given the authority to administer the operation and management of the Condominium, it being recognized that the delegation of such duties to one entity is in the best interest of the Owners of all Condominium Units. To properly administer the operation and management of the Condominium, the Association will incur for the mutual benefit of all of the Owners of Condominium Units, cost and expenses which are sometimes herein referred to as



“common expense”. To provide the funds necessary for such proper operation, management and capital improvement, the Association has heretofore been granted the right to make, levy and collect special and annual assessments against the Unit Owners and their Condominium Units. In furtherance of this grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation, management of and capital improvements to the Condominium, the following provisions shall be operative and binding upon the owners of all Condominium Units:

3. The first sentence of Section XXVII(A) of the Declaration is hereby amended to read as follows:

All annual or special assessments hereby levied against the Unit Owner and their Condominium Units shall be uniform and, unless specifically otherwise provided for in this Declaration of Condominium, all assessments made by the Association shall be in such an amount that any assessment levied against a Unit Owner and his Condominium Unit shall bear the same ratio to the total assessment made against all Unit Owners and their Condominium Units as the undivided interest in Common Property appurtenant to each Condominium Unit at the time such assessment is levied bears to the total undivided interest in Common Property appurtenant to all Condominium Units as show on Exhibit “D” attached hereto.

4. Section XXVII(B) of the Declaration is hereby amended to read as follows:

Annual assessments provided for herein shall be payable in monthly installments. Such assessments shall commence for each Unit on the first day of the second month following the recordation of this Declaration. Special assessments shall be payable on such date or dates as determined by the Board of Directors.

5. Section XXVII(C) of the Declaration is hereby amended to read as follows:

C. The Board of Directors of the Association shall establish an Annual Budget in advance for each fiscal year (which shall correspond to the calendar year, except that in the initial year of operation of the Condominium, the fiscal year shall commence with the closing of the sale of the first condominium Unit). Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an annual assessment each year. The Board of Directors shall keep separate, in accordance with paragraph “D” hereof, items relating to operation and maintenance from items relating to capital improvements. Upon adoption of such Annual Budget by the Board of Directors of the Association, copies of said Budget shall be delivered to each Owner of a Condominium Unit and the Annual assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each Owner shall not affect the liability of any Owner for such annual assessment.

6. The last sentence of Section XXVII(c) is hereby deleted.



7. Section XXVII (D) of the Declaration is hereby inserted as follows:

Within 30 days after the adoption of a proposed annual budget and annual assessment for the Condominium, the Board shall provide a summary of the proposed budget and annual assessment to all the Unit Owners, and shall set a date for a Special Members Meeting of the Unit Owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all Unit Owners rejects the budget. In the event 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 Board.

8. Section XXVII (E) of the Declaration is hereby inserted as follows:

Should the Board of Directors at any time determine, in its sole discretion, that the annual assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association during any calendar year, or in the event of emergencies, catastrophic damage or a deficiency in the reserve fund established in subsection E herein:

1. The Board of Directors shall have the authority to levy a one-time special assessment or a multiple payment special assessment, as it may deem to be necessary, in a total amount not to exceed an average of two thousand dollars (\$2,000) per Unit in any calendar year.
2. A special assessment for the purpose of replenishing the reserves for insurance deductibles or for the payment of increased insurance premiums levied during any calendar year shall not be subject to the \$2,000 limit.
3. In the event the Board of Directors determines that a one-time special assessment or a multiple payment special assessment in excess of an average of two thousand dollars (\$2,000) per Unit is needed in any calendar year, the Board shall hold a Special Members Meeting as provided for in the Bylaws and obtain the approval of the majority of Unit Owners present or represented by proxy at such meeting.

9. The following Sub-Sections of Section XXVII of the Declaration are relabeled as follows:

- A. Subsection D shall be changed to Subsection F
- B. Subsection E shall be changed to Subsection G
- C. Subsection F shall be changed to Subsection H
- D. Subsection G shall be changed to Subsection I
- E. Subsection H shall be changed to Subsection J
- F. Subsection I shall be changed to Subsection K



- G. Subsection J shall be changed to Subsection L
- H. Subsection K shall be changed to Subsection M
- I. Subsection L shall be changed to Subsection N

10. Section 3(c) of the Bylaws is amended as follows:

Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other Officer of the Association in absence of said Officers, to each member, unless waived in writing, such notice to be written, printed or in electronic form if the Unit Owner has provided the Association with an email address and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed, electronically transmitted if the Unit Owner has provided the Association with an email address or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notices shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his post office address as it appears on the records of the Association (Register of Owners) as of the date of mailing such notice, the postage thereon prepaid. If transmitted electronically, the notice shall be deemed to be properly given when transmitted to the electronic address designated by the Unit Owner in the records of the Association. Proof of such mailing, electronic transmission or personal delivery shall be given by the Affidavit of the person giving the notice. Any member may, by signed written waiver of notice, waive such notice and, when filed in the records of the Association whether before or after the holding of the meeting, such waiver shall be deemed equivalent to the giving of notice to the member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended (wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium) the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

11. Section 4(d) of the Bylaws is amended as follows:

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, electronic transmission if the Director has provided the Board with an email address, telephone or telegram, at least thirty (30) days prior to the day named for such meeting, unless notice is waived.

12. Section 4(e) of the Bylaws is amended as follows:

Special meetings of directors may be called by the President, and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than fifteen (15)



days' notice of a special meeting shall be given to each Director, personally or by mail, electronic transmission if the Director has provided the Board with an email address, telephone or telegram, which notices shall state the time, place and purpose of the meeting.

13. Section 4(j)(xiii) of the Bylaws is hereby inserted as follows:

To establish standing or special committees, as needed, to advise or make recommendations to the Board or to carry out or implement Board decisions within the powers granted to the Board by these Bylaws and the Declaration.

14. Section 6(b)(ii) of the Bylaws is hereby amended as follows:

Copies of the proposed budget and proposed annual assessments shall be transmitted to each member by mail or electronically prior to January 1 of the year for which the budget is made. If the budget is subsequently amended before the annual assessments are made, a copy of the amended budget shall be furnished by mail or electronically to each member concerned. Delivery or receipt of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such annual assessment, nor shall delivery or receipt of a copy of such budget or amended budget be a condition precedent to the effectiveness of said budget and any annual assessment levied thereto.

15. Subsections 6b (iii) and (iv) of the Bylaws are hereby inserted as follows:

iii. Ratification of the Annual Budget

Within 30 days after the adoption of any proposed budget and annual assessment for the Condominium, the Board shall provide a summary of the proposed budget and annual assessment to all the Unit Owners, and shall set a date for a Special Members Meeting of the Unit Owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all Unit Owners rejects the budget. In the event 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 Board.

iv. Special Assessments

Should the Board of Directors at any time determine, in its sole discretion, that the annual assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association during any calendar year, or in the event of emergencies, catastrophic damage or a deficiency in the reserve fund established in subsection E herein:

- a. The Board of Directors shall have the authority to levy a one-time special assessment or a multiple payment special assessment, as it may deem to be necessary, in a total amount not to exceed an average of two thousand dollars (\$2,000) per Unit in any calendar year.



- b. A special assessment for the purpose of replenishing the reserves for insurance deductibles or for the payment of increased insurance premiums levied during any calendar year shall not be subject to the \$2,000 limit.
- c. In the event the Board of Directors determines that a one-time special assessment or a multiple payment special assessment in excess of an average of two thousand dollars (\$2,000) per Unit is needed in any calendar year, the Board shall hold a Special Members Meeting as provided for in Section 3b herein and obtain the approval of the majority of Unit Owners present or represented by proxy at such meeting.

16. With the exception of those charges to the Declaration and Bylaws expressly made herein, the aforesaid Declaration and Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, Timbercreek Condominium Association, has executed this instrument the year and day first written above.

This the 17 day of February, 2011.

TIMBERCREEK CONDOMINIUM ASSOCIATION, INC.,

BY: [Signature]

PRINTED NAME: ELEONORA W. SIAS
TITLE: President - Timbercreek HOA - President

STATE OF Georgia
COUNTY OF Conroe

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

ELEONORA W. Sias - President
Name(s) of principal(s)

Witness my hand and official seal, this the 17 day of February, 2011.

My Commission Expires: _____
Notary Public, Conroe County, Georgia
My Commission Expires Feb. 15, 2012

Norma E. Pope
Notary Public

