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FOR REGISTRATION REGISTER OF DEED
JENNIFER H. MACNEISH
NEW HANOVER COUNTY, NC
2012 FEB 20 10:22 52 AM
BK 5619 PG: 234-238 FEE \$26 00

INSTRUMENT # 2012005257

AMENDMENT TO DECLARATIONS OF INLAND HARBOR
HOMEOWNERS ASSOCIATION - 2012

CRICKETT DYE-MAIL
4710 QUAIL CANYON DRIVE
CHARLOTTE NC 28226

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

AMENDMENT TO DECLARATION OF
UNIT OWNERSHIP AND COVENANTS,
CONDITIONS AND RESTRICTIONS OF
INLAND HARBOR

THIS AMENDMENT, made this 20th day of February, 2012, by Inland Harbor Homeowners Association, a North Carolina non-profit corporation with its place of business in New Hanover County, North Carolina hereinafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declaration of Inland Harbor Condominiums (hereinafter referred to as the "Declaration") for Inland Harbor Condominiums was executed on October 20, 1984, recorded in Book 1266, Page 695, of the New Hanover County Registry by B.W.T. Enterprises, Inc.

WHEREAS, Inland Harbor Homeowners Association (hereinafter referred to as the Association) was incorporated by Articles recorded in Book 1266, Page 1779 of the New Hanover County Registry, and was charged with the responsibility and given the authority to operate and administer the condominium project as Inland Harbor, all as set forth in the above-described Declaration, the Articles of Incorporation, and the Bylaws.

WHEREAS, the Unit Owners of Inland Harbor, acting through the Association have determined that certain amendments to the Declarations and to the Bylaws are necessary in order to protect the property of the unit owners and to provide for the proper operation and maintenance of the common areas by the Association.

WHEREAS, the process for amendment of the Declaration is set forth in Paragraph 26 of the Amendment to the Declaration dated June 7, 1990 and recorded in New Hanover County Registry on February 18, 1992, Book 1587, Page 1456.

WHEREAS, the unit owners acting through the Association desired that the following amendments to the Declaration be made.

WHEREAS, after proper notice, a meeting of the Inland Harbor Homeowners Association was held on February 18, 2012, and the following amendments were adopted as set forth on the certified copy of the minutes as shown on Exhibit A attached hereto and incorporated herein.

WHEREAS, Declarant desires to amend the Declaration according to said minutes and has hereinafter set forth.

NOW, THEREFORE BE IT RESOLVED, the Declarant hereby amends the Declaration in the following respects:

- 1. Article 26: AMENDMENT OF DECLARATION OF CONDOMINIUM – Paragraph F is to be added and shall read as follows:**

F. Articles of the Declaration shall at all times conform to and comply with the most current applicable N.C. General Statutes governing condominiums, i.e. Article 47A, Article 47C. In the event of a discrepancy between the existing Declarations and N.C. General Statute, the prevailing General Statute shall apply in all cases.

2. **Article 20: INSURANCE COVERAGE TO BE MAINTAINED: Paragraph G is to be added and shall read as follows:**

G. Homeowner(s), at his own expense, shall keep in force and HO-6 policy at all times during their period of ownership. The HO-6 policy shall include (a) coverage for personal property, (b) personal liability, (c) coverage sufficient to fill in the gaps/cover losses under the master insurance policy deductible, (d) coverage for unit improvements and upgrades, etc. All HO-6 policies must provide coverage for no less than 20% of the appraised value of the condominium unit. Homeowners will be required to provide annual verification of an HO-6 policy in place for their unit(s).

3. **Article 23: ASSESSMENTS; LIABILITIES AND LIEN ENFORCEMENT: Paragraph F is to be changed and shall read as follows:**

F. The payment of any assessment or installment thereof shall be in default if such assessment or installment is not paid to the Association within thirty (30) days of its due date. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at eighteen (18%) per annum (or the maximum percentage allowable by N.C. General Statute) until the balance is paid in full to the Association.

Paragraph I is to be changed and shall read as follows:

I. Recognizing that proper operation and management of the condominium requires the continuing payment of costs and expenses therefor, and that such proper operation and maintenance results in benefit to all of the Owners of Condominium Units, and that the payment of such common expenses represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of each Unit Owner, the Association is hereby granted a lien upon each Condominium Unit and its appurtenant undivided interest in Common Property, which lien shall secure the funds due for all assessments now or hereafter levied against the Owner of each Condominium Unit, which lien shall secure all costs and expenses including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said Condominium Unit. The lien granted to the association may be enforced in any and all manners and procedures afforded and allowed by the North Carolina General Statutes pertaining to the enforcement of liens, including, but not limited to, the right to foreclose said lien in the same manner that real estate deeds of trust may be foreclosed in the State of North Carolina, and in any suit for enforcement or foreclosure of said lien, the Association shall be entitled to reasonable rental from the Owner of any Condominium Unit from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a Receiver for said Condominium Unit. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, including interest at eighteen (18%) percent on any such advances so made. All persons who shall acquire any interest in the ownership of any Condominium Unit, or who may be given or acquire a mortgage, lien, or other encumbrance thereof, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any Condominium Unit expressly subject to such lien rights.

IN WITNESS WHEREOF, The Declarant hereby certifies these amendments as the Official act of the Inland Harbor Homeowners Association and sets its hand and seal this 20th day of February, 2012.

INLAND HARBOR HOMEOWNERS ASSOCIATION

By: 
PRESIDENT

ATTEST:


Cricket G. Dye, Secretary



JENNIFER H MACNEISH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 02/20/2012 10:22:52 AM

Book: RE 5619 Page. 234-238

Document No.: 2012005257

5 PGS \$26.00

Recorder: JOHNSON, CAROLYN

State of North Carolina, County of New Hanover

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