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NEW HANOVER COUNTY,

MORGHAN GETTY COLLINS

REGISTER OF DEEDS

NC FEE \$26.00

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ELECTRONICALLY RECORDED

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

**FIRST AMENDMENT TO AMENDED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BROOKSIDE GARDENS**

THIS FIRST AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKSIDE GARDENS (hereinafter "Declaration") is made effective the 14th day of December, 2022 and executed the date appearing below, by **BROOKSIDE GARDENS HOMEOWNERS' ASSOCIATION, INC.**, a North Carolina non-profit corporation (the "Association"), on behalf of itself and all Owners of parcels of real property or lots as shown on a plat recorded in the Office of the Register of Deeds of New Hanover County, North Carolina, in Map Book 41, Page 322, to which reference is made for a more particular description, who have approved this Declaration through separate written execution for the purposes hereinafter stated

WITNESSETH:

WHEREAS, Brookside Gardens, LLC, a North Carolina limited liability company (the "Original Declarant"), placed certain restrictive covenants on record which apply to land conveyed when the deed or deeds for such land made specific reference to the restrictive covenant recorded in Book 3117, Page 698, of the New Hanover County Registry; and

WHEREAS, the Association is the successor-in-interest to the Original Declarant;

WHEREAS, in accordance with its terms, the Original Declaration was previously amended by instruments recorded in Book 3665, Page 219; Book 3795, Page 549; Book 3910, Page 375; and Book 5451, Page 269; and

WHEREAS, as the result of a further amendment, an Amended Declaration of Covenants, Conditions and Restrictions for Brookside Gardens (the "Amended Declaration" or "Declaration") was recorded in Book 6009, Page 2539; and

WHEREAS, pursuant to Article VIII Section 5, the Declaration may be amended by, among other things, an affirmative vote or written agreement signed by the Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and

WHEREAS, at a December 14, 2022 special meeting of the Association's membership, Owners representing more than sixty-seven percent (67%) of the Owners of Assessable Properties subject to the Declaration voted to amend the Declaration as provided herein; and

WHEREAS, the Board of Directors of Brookside Gardens Homeowners' Association, Inc. has certified this Declaration in accordance with Article VIII, Section 5 of the Declaration and has attached hereto the certification required, attesting to the satisfaction of the voting requirement.

NOW, THEREFORE, the Declaration is amended as follows:

Article IV, Section 1 is replaced in entirety with the following provision:

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner covenants and agrees to pay to the Association the following assessments (collectively, the "Assessments"):

- A. Annual Assessments;
- B. Special Assessments for Capital Improvements;
- C. Insurance Assessments;
- D. Ad Valorem Tax Assessments; and
- E. Working Capital Assessments.

The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the respective Lot against which the Assessments are made. Each such Assessment, together with the interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Notwithstanding the foregoing, the President of the Association (and spouse or co-tenant with whom the President owns his or her Lot) shall be exempt from the payment of Annual Assessments which come due during the term of the President's office.

Except as expressly amended hereby, the Declaration shall remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the party hereto has caused this First Amendment to Declaration to be executed in their corporate name and the corporate seal affixed by its duly authorized officers effective as of the day and year first above written.

BROOKSIDE GARDENS
HOMEOWNERS' ASSOCIATION, INC.

By: Karen B. Hughes
_____, President

ATTEST:

[Signature]
Secretary

(seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Tracy M. Smith, a Notary Public in and for the State and County aforesaid, do hereby certify that Karen B. Hughes personally appeared before me this day and acknowledged that he/she is the Secretary of Brookside Gardens Homeowners' Association, Inc., a North Carolina non-profit 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 himself/herself, as its Secretary.

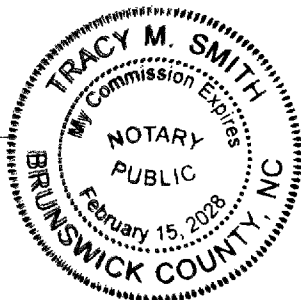
Witness my hand and official seal this is 26 day of May, 2023.

[Signature]

Notary Public
Print Name: Tracy M. Smith

My commission expires:

2-15-2028



CERTIFICATION OF VALIDITY OF AMENDED
COVENANTS, CONDITIONS AND RESTRICTIONS OF
BROOKSIDE GARDENS

In accordance with Article VIII, Section 5, of the Declaration of Covenants, Conditions and Restrictions of Brookside Gardens Homeowners' Association, Inc., recorded in Book 3117, Page 698 of the New Hanover County Registry as of November 27, 2001, as amended, on December 14, 2022, the Board of Directors presented to the Owners of Lots of the Assessable Properties of Brookside Gardens the proposed First Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Brookside Gardens; and

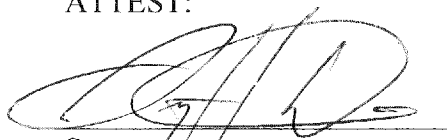
By authority of its Board of Directors, Brookside Gardens Homeowners' Association, Inc. certifies that the foregoing has been duly approved by more than 67% of the Owners of Lots of the Assessable Properties of Brookside Gardens and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Brookside Gardens.

This the 26 day of May, 2023.

BROOKSIDE GARDENS
HOMEOWNERS' ASSOCIATION, INC.

By: Karen B. Hughes, President

ATTEST:


Secretary

(Seal)