

Melanie Arthur 37D
CARTERET COUNTY
JL Date: 02/20/2004 Time: 08:48:00
BR 1040461 Page 1 of 37

NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Notary Public(s) is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Melanie Arthur, Registrar of Deeds
By *Melanie Arthur*
Act. Deeds - Registrar of Deeds

AMENDMENT
TO
DECLARATION
OF
UNIT OWNERSHIP
FOR
OAK BLUFF AT
BRANDYWINE BAY
CONDOMINIUMS

✓

Prepared by Harris Law Firm, P.L.L.C.

37

BOOK 1040 PAGE 481

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- [unclear] [unclear] [unclear]
- [unclear] [unclear]

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

AMENDMENT TO DECLARATION OF OWNERSHIP FOR
OAK BLUFF AT BRANDYWINE BAY CONDOMINIUMS

THIS AMENDMENT TO DECLARATION, is made this the 19th day of February, 2008, by OAK BLUFF AT BRANDYWINE BAY OWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation, and the OWNERS of Units in Oak Bluff at Brandywine Bay Condominiums whose names and signatures appear on the "Signature Page" of this instrument.

STATEMENT OF PURPOSE

By that certain Declaration of Ownership recorded in Deed Book UO-3, Page 218, Carteret County Registry, (hereinafter referred to as the "Declaration"), Brandywine Bay Development Corporation created a condominium community known as "Oak Bluff at Brandywine Bay Condominiums" located in Morehead Township, Carteret County, North Carolina, (hereinafter referred to as the "Condominium"). The owners whose signatures are attached to this instrument desire to amend the Declaration and combined own at least a seventy five percent (75.00%) interest in the Common Elements of the Condominium as required under Paragraph 18 of the Declaration.

NOW THEREFORE, in consideration of the Premises and the benefits to derived therefrom the undersigned do hereby agree to, and do amend the Declaration as follows:

Paragraph 9(A) through (D) shall be revised to read as follows:

"9. Covenant for Assessments.

(A) Creation of Lien and Personal Obligation for Assessments. Except as hereinafter specifically provided, each Owner of any Dwelling Unit, by the acceptance of title thereto, shall be deemed to covenant and agree to pay to the Unit Owner's Association assessments as outlined in this Declaration. The assessments may be classified as (A) Regular for (1) operation, maintenance, repair, replacement and improvement of Common Elements, (2) maintenance and repair of premises of an Owner(s), (3) Insurance and other purposes, and (B) Special for (1) capital improvements to Common Elements and (2) maintenance, repair or improvements of the premises of an Owner(s), (3) other purposes. These assessments are to be fixed, established and collected from time to time as hereinafter provided.

The Regular and Special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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(B) Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements. Without limitation, such uses shall include satisfaction of the Association's obligations regarding the Common Elements to pay hazard and liability insurance, ad valorem taxes, the payment to governmental assessments for public and private capital improvements made to or for the benefit thereof, the repair, replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

(C) Basis for Compiling Assessments. The Board of Directors shall categorize the purposes for which it makes assessments so that each purpose will be one that is charged in the same amount based on interest in the Common Elements to each Owner, except as to that portion of the assessment which is attributable to insurance policies required to be provided by the Unit Owner's Association under Paragraph 19 below.

In regards to assessing the costs for the maintenance of those insurance policies required to be provided by the Unit Owner's Association under Paragraph 19 below, the Board of Directors shall assess each Owner based on the portion to which such insurance costs are attributable to the Owner's Dwelling Unit. In cases where insurance costs are charged on a building by building basis, the costs for such insurance shall be allocated amongst those Dwelling Units within the building pro rata based on each Dwelling Unit's square footage. To the extent that insurance costs cannot be allocated to an Owner's Dwelling Unit or building, the costs for said insurance shall be borne equally by each Owner in proportion to the number of Dwelling Units benefited by the insurance policy.

(D) Maximum Increase in Regular Assessment. The maximum increase in a regular assessment for operation, maintenance, repair, replacement and improvement of Common Elements, excluding the costs of insurance required to be maintained by the Unit Owner's Association under Paragraph 19 below, shall be no more than Five Percent (5.00%) above the regular assessment for that item during the previous year unless otherwise approved by two-thirds (2/3rds) of the Members voting based on their interest in the Common Elements, either in person or by proxy at a meeting duly called for this purpose."

Paragraph 14(A)(i) of the Declaration shall be revised to read as follows:

"(i) Casualty or physical damage insurance shall be carried in an amount equal to the full replacement value (i.e., 90% of the full "replacement costs") of the Condominium Property, exclusive of excavations and foundations, with a replacement cost endorsement and an inflation guard endorsement or an annual review clause, without deduction or allowance for depreciation (as determined annually by the Board of Directors of the Unit Owner's Association with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following: (a) loss or

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damage by fire or other hazards covered by the standard extended coverage endorsement together with coverage for common expenses with respect to condominium units during any period of repair or reconstruction; and (b) such other risks as from time to time customarily shall be covered with respect to buildings similar to the Buildings in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water or flood (if available) damage, *subject to such deductible amounts as the Board of Directors shall determine.* All Casualty Insurance policies shall be purchased by the Unit Owner's Association for the benefit of the Unit Owners' Association, the Unit Owners and their respective mortgages, as their interests may appear and shall provide (1) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the Units, if any, and (2) that the insurer waives its rights of subrogation against Unit Owners, Occupants and the Unit Owner's Association. All Casualty Insurance Policies shall provide that all proceeds payable as a result of casualty losses shall be paid to the Board of Directors *as trustee for each of the Unit Owners as their interest may appear* for the purposes elsewhere stated herein, and for the benefit of the Unit Owner's Association, the Unit Owners and their respective mortgages, if any."

In all other regards, the Declaration shall remain as originally recorded in Deed Book UO-3, Page 218, Carteret County Registry.

This the 19th day of February, 2004.

Oak Bluff at Brandywine Bay Owners Association, Inc.

By: *Emma Brooks*
President

Attest:

Ann Marie Piantoni
Secretary

Unit: 197

Janet Stab (SEAL)

Unit: 158

Margaret Drijm (SEAL)

Unit: 194

Margaret Malacca (SEAL)

Unit: [REDACTED]

[REDACTED] (SEAL)

Unit: 157

Emma Brooks (SEAL)

Unit: 111

Sandra Cathey (SEAL)

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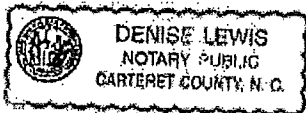
Unit: <u>125</u>	<u>Carol D. Bothe</u> (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>132</u>	<u>Lyng Wellons</u> (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>164</u>	<u>Patricia C. Pinner</u> (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>174</u>	<u>Sandra Queen</u> (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>[REDACTED]</u>	[REDACTED] (SEAL)
Unit: <u>113</u>	[REDACTED] (SEAL)
Unit: _____	_____ (SEAL)
Unit: _____	_____ (SEAL)
Unit: _____	_____ (SEAL)
Unit: _____	_____ (SEAL)

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STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, Denise Lewis, a Notary Public of the aforesaid County and State, do hereby certify that **KIMBERLY ANN RAINES**, personally came before me this day and acknowledged she is secretary of **OAK BLUFF AT BRANDYWINE BAY OWNERS 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 and attested by her as its secretary.

WITNESS my hand and official stamp or seal, this the 19th day of February, 2004.



Denise Lewis

NOTARY PUBLIC

My Commission Expires: October 30, 2005

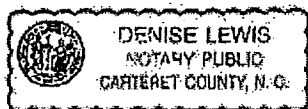
BOOK 1040 PAGE 481

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

Unit 197

I, Denise Lewis, a Notary Public of the aforesaid County and State, do hereby certify that JEAN A. STAUB personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 19th day of April, 2003.



Denise Lewis
NOTARY PUBLIC

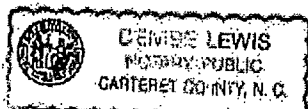
My Commission Expires: October 30, 2005

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

Unit 158

I, Denise Lewis, a Notary Public of the aforesaid County and State, do hereby certify that Marguerite J. Dixon personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 19th day of April, 2003.



Denise Lewis
NOTARY PUBLIC

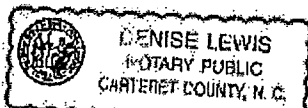
My Commission Expires: October 30, 2005

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

Unit 194

I, Denise Lewis, a Notary Public of the aforesaid County and State, do hereby certify that Margaret M. Marcus personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 19th day of April, 2003.



Denise Lewis
NOTARY PUBLIC

My Commission Expires: October 30, 2005

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STATE OF NORTH CAROLINA
COUNTY OF CARTERET

Unit 157

I, Denise Lewis, a Notary Public of the aforesaid County and State, do hereby certify that Emma Brooks personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 19th day of April, 2003.



Denise Lewis
NOTARY PUBLIC

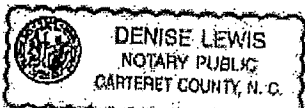
My Commission Expires: October 30, 2005

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

Unit 111

I, Denise Lewis, a Notary Public of the aforesaid County and State, do hereby certify that Leonard Oettinger personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 19th day of April, 2003.



Denise Lewis
NOTARY PUBLIC

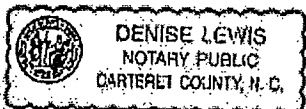
My Commission Expires: October 30, 2005

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

Unit 125

I, Denise Lewis, a Notary Public of the aforesaid County and State, do hereby certify that Carolyn D. Booth personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 30th day of April, 2003.



Denise Lewis
NOTARY PUBLIC

My Commission Expires: October 30, 2005

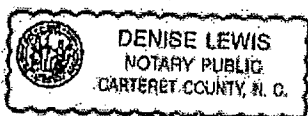
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STATE OF NORTH CAROLINA
COUNTY OF CARTERET

Unit 164

I, Denise Lewis, a Notary Public of the aforesaid County and State, do hereby certify that Lynn Wellons personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 15th day of May, 2003.



Denise Lewis
NOTARY PUBLIC

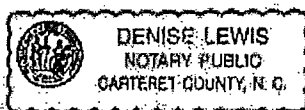
My Commission Expires: October 30, 2005

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

Unit 174

I, Denise Lewis, a Notary Public of the aforesaid County and State, do hereby certify that Patricia C. Pittman personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 15th day of May, 2003.



Denise Lewis
NOTARY PUBLIC

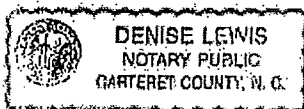
My Commission Expires: October 30, 2005

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

Unit 113

I, Denise Lewis, a Notary Public of the aforesaid County and State, do hereby certify that Dana McQueen personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 12th day of June, 2003.



Denise Lewis
NOTARY PUBLIC

My Commission Expires: October 30, 2005

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SIGNATURE PAGE

UNIT 112

Signature: *Susan A. Tisdale* (SEAL)

Print Name: SUSAN A. TISDALE

Signature: *Wright Tisdale Jr* (SEAL)

Print Name: WRIGHT TISDALE, Jr

STATE OF Tennessee COUNTY OF KNOX

I, Donna Helton-Edwards, a Notary Public of the State and County above, do hereby certify that Susan A. & Wright Tisdale, Jr appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 6th day of November, 2003

My commission expires April 28, 2006

My commission expires: DH2



UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

BOOK 1040 PAGE 481

SIGNATURE PAGE

UNIT 113

Signature: _____ (SEAL)

Print Name: Betty G. Gauss

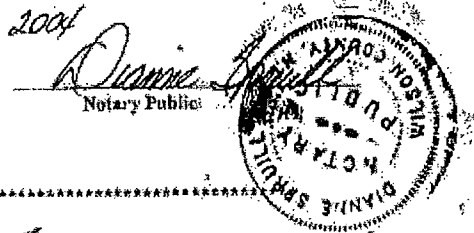
Signature: Betty G. Gauss (SEAL)

Print Name: _____

STATE OF North Carolina COUNTY OF Edwards

I, Dianne Spurr a Notary Public of the State and County above, do hereby certify that Betty G. Gauss appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 13 day of January, 2004



My commission expires: 07-08-06

UNIT 113

Signature: _____ (SEAL)

Print Name: C. Edward Gross Sr

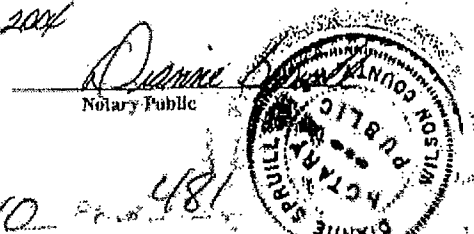
Signature: _____ (SEAL)

Print Name: _____

STATE OF North Carolina COUNTY OF Edwards

I, Dianne Spurr a Notary Public of the State and County above, do hereby certify that C. Edward Gross Sr appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 13 day of January, 2004



My commission expires: 07-08-06

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SIGNATURE PAGE

UNIT 121

Signature: Lawrence A. Twissdale Jr (SEAL)

Print Name: Lawrence A. Twissdale, Jr

Signature: Fran Hiller Twissdale (SEAL)

Print Name: FRAN HOLLER TWISSDALE

STATE OF North Carolina COUNTY OF Wake

I, Bunnie A Nickerson, a Notary Public of the State and County above, do hereby certify that Lawrence & Fran Twissdale appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 19 day of December, 2003.

BUNNIE A. NICKERSON
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 9-8-2008

Bunnie A. Nickerson
Notary Public

My commission expires: _____

UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

BOOK 1040 PAGE 481

SIGNATURE PAGE

UNIT 114

Signature: Anne R. Swindell (SEAL)

Print Name: ANNE R. Swindell

Signature: Robert B. Swindell (SEAL)

Print Name: Robert B. Swindell

STATE OF NORTH CAROLINA COUNTY OF GUILFORD

I, JEAN A. SAUNDERS, a Notary Public of the State and County above, do hereby certify that ANNE R. & ROBERT B. SWINDELL appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 4th day of NOVEMBER, 2003.

Jean A. Saunders
Notary Public



My commission expires: 3/2/04

UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

DPG 1040 481

SIGNATURE PAGE

UNIT 123

Signature: *Daniel W Wise* (SEAL)

Print Name: Daniel W Wise

Signature: *Martha C Wise* (SEAL)

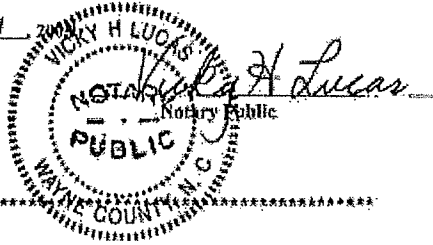
Print Name: Martha C. Wise

STATE OF North Carolina COUNTY OF Wayne

I, Vicky H. Lucas, a Notary Public of the State and County above, do hereby certify that Daniel W. Wise and Martha C. Wise appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 7th day of January

My commission expires: March 13, 2008



UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

BOOK 1040 PAGE 481

SIGNATURE PAGE

UNIT 124

Signature: Arthur Corkum (SEAL)

Print Name: Arthur Corkum

Signature: Dorothy Corkum (SEAL)

Print Name: Dorothy Corkum

STATE OF North Carolina COUNTY OF _____

I, Janice R. Bryant, a Notary Public of the State and County above, do hereby certify that Arthur & Dorothy Corkum appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 3 day of November, 2003.

My commission expires: Oct 16, 2006

Janice R. Bryant
Notary Public



UNIT _____

Signature: _____ (SEAL)

Print Name: /

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

BOOK 1040 PAGE 481

SIGNATURE PAGE

UNIT 133

Signature: Thomas R. Howell (SEAL)

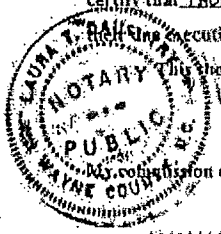
Print Name: Thomas R. Howell

Signature: Catherine H. Howell (SEAL)

Print Name: Catherine H. Howell

STATE OF North Carolina COUNTY OF Wayne

I, LAURA J. DAUGHTRY, a Notary Public of the State and County above, do hereby certify that THOMAS R. & CATHERINE H. HOWELL appeared before me this day and acknowledged the execution of the foregoing instrument.



This the 5th day of JAN, 2004

Laura J. Daughtry
Notary Public

My commission expires: July 8, 2007

UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

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UNIT 134

Signature: Elliott Weil (SEAL)

Print Name: Elliott Weil

Signature: Tara Weil (SEAL)

Print Name: Tara Weil

STATE OF North Carolina COUNTY OF Johnston



James M. Sweet a Notary Public of the State and County above, do hereby
certify that Elliott Weil/Tara Weil appeared before me this day and acknowledged
their due execution of the foregoing instrument.
This the 17th day of November 2003.

James M. Sweet
Notary Public

My commission expires: 7-17-08

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SIGNATURE PAGE

UNIT 141 Acorn

Signature: Timothy L. Scarb (SEAL)

Print Name: Timothy L. Scarb

Signature: Frank O. Dorman Jr (SEAL)

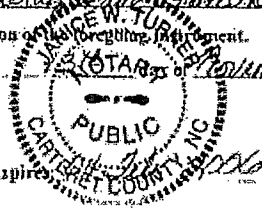
Print Name: Frank O. Dorman Jr

STATE OF North Carolina COUNTY OF Carteret

I, Jessie W. Turner, a Notary Public of the State and County above, do hereby certify that Timothy L. Scarb and Frank O. Dorman Jr appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 12th day of November, 2003.

My commission expires 12/31/2006



Jessie W. Turner
Notary Public

UNIT 141 Acorn

Signature: Timothy L. Scarb (SEAL)

Print Name: Timothy L. Scarb

Signature: Frank O. Dorman Jr (SEAL)

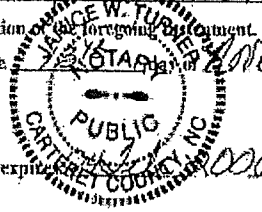
Print Name: Frank O. Dorman Jr

STATE OF North Carolina COUNTY OF Carteret

I, Jessie W. Turner, a Notary Public of the State and County above, do hereby certify that Timothy L. Scarb and Frank O. Dorman Jr appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 12th day of November, 2003.

My commission expires 12/31/2006



Jessie W. Turner
Notary Public

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SIGNATURE PAGE

UNIT 143

Signature: [Handwritten Signature] (SEAL)

Print Name: W. B. Ackiss Jr

Signature: [Handwritten Signature] (SEAL)

Print Name: MARY S. Ackiss

STATE OF NORTH CAROLINA COUNTY OF CARTERET

I, [Handwritten Signature], a Notary Public of the State and County above, do hereby certify that W B and Mary S Ackiss appeared before me this day and acknowledged their due execution of the foregoing instrument.



This the 12 day of NOV., 2003.

My commission expires: 5-14-2006

[Handwritten Signature]
Notary Public

UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

My commission expires: _____

Notary Public

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OAK BLUFF AMENDMENT TO DECLARATION
SIGNATURE PAGE

UNIT 155

Owner:

HUEY'S SEAFOOD, INC.

By:

Mildred B. Huey
President

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

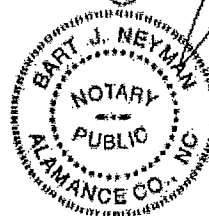
I, Bart J. Neyman, a Notary Public of the aforesaid County and State, do hereby certify that Mildred B. Huey personally came before me this day and acknowledged she is Pres. President of HUEY'S SEAFOOD, INC., a North Carolina corporation, and that he, as president being authorized to do so, executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official stamp or seal, this the 17 day of Feb., 2004.

Bart J. Neyman
NOTARY PUBLIC

My Commission Expires:

My Commission Expires September 4, 2006



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Signature for approval for change of Declaration of Ownership Regarding insurance as proposed in the Annual Homeowners Meeting of OBHOA in April, 2003.

SIGNATURE PAGE

UNIT 156

Signature: Violette Musallam (SEAL)

Print Name: Violette N. Musallam

Signature: Nabil Y. Musallam (SEAL)

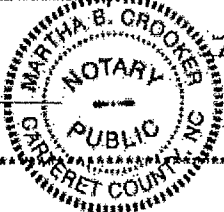
Print Name: NABIL Y. MUSALLAM

STATE OF North Carolina COUNTY OF CARTERET

I, MARTHA B. CROOKER, a Notary Public of the State and County above, do hereby certify that Violette N. Musallam, Nabil Y. Musallam appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 25th day of January, ~~2003~~ 2004 MAC

My commission expires: 2/7/07



Martha B. Crooker
Notary Public

UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

BOOK 1040 PAGE 481

Unit: 161

Unit: _____

Unit: _____

Unit: 154

Unit: _____

Unit: _____

Unit: _____

Unit: _____

Unit: _____

Unit: _____

Unit: _____

Unit: _____

Unit: _____

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Unit: _____

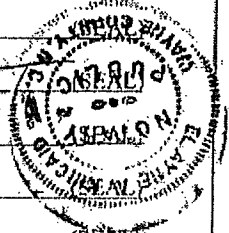
Unit: _____

Unit: _____

Gene [Signature]



Gene [Signature]



(SEAL)

(SEAL)

(SEAL)

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BOOK 1040 PAGE 481

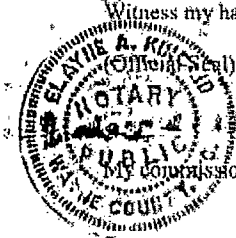
North Carolina

Wayne County

I, Elayne A. Kincaid, a Notary Public for said County and State, do hereby certify that

Chuck Allen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 26th day of August, 2003.



Clayton A. Hunsford
Notary Public

My commission expires 1-31-2007

BOOK 1040 PAGE 481

SIGNATURE PAGE

UNIT 162 Oak Bluff

Signature: Barbara H. Biggestaff (SEAL)
Print Name: Barbara H. Biggestaff (owner)

Signature: James N. Biggestaff (SEAL)
Print Name: James N. Biggestaff

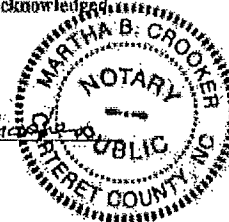
STATE OF NORTH CAROLINA COUNTY OF CARTERET

I, MARTHA B CROOKER, a Notary Public of the State and County above, do hereby certify that Barbara H. + James N. Biggestaff appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 26 day of December, 2003.

My commission expires: 2/7/07

Martha B Crooker
Notary Public



BOOK 1040 PAGE 481

SIGNATURE PAGE

UNIT 171

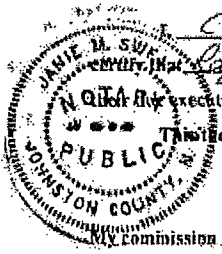
Signature: [Signature] (SEAL)

Print Name: REYNOLD BRITTON

Signature: [Signature] (SEAL)

Print Name: AMANDA L. BRITTON

STATE OF North Carolina COUNTY OF Johnston



Jamie M. Sweet, a Notary Public of the State and County above, do hereby certify that Reynold Britton Amanda Britton appeared before me this day and acknowledged their due execution of the foregoing instrument. This the 11th day of August, 2003.

Jamie M. Sweet
Notary Public

My commission expires: 7-17-08

UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____ a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

BOOK 1040 PAGE 481

SIGNATURE PAGE

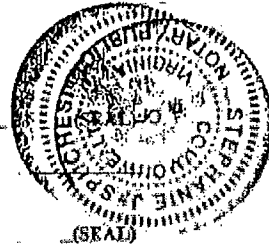
UNIT 172

Signature: Doris Buffett

Print Name: Doris Buffett

Signature: _____

Print Name: N/A



STATE OF Virginia COUNTY OF Fredericksburg

I, Stephanie J. Spuckosi, a Notary Public of the State and County above, do hereby certify that Doris Buffett appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 24 day of November, 2005

Stephanie J. Spuckosi
Notary Public

My commission expires: NOV. 30, 2007

UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

BOOK 1040 PAGE 481

04/01/2003 22:30 12522470065

EMMA BROCKS

PAGE 01

SIGNATURE PAGE

UNIT 173

Signature: Marty Edge (SEAL)

Print Name: MARTY EDGE

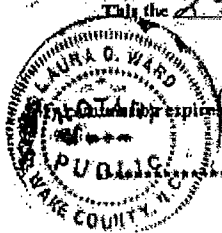
Signature: Amy Edge (SEAL)

Print Name: Amy Edge

STATE OF North Carolina COUNTY OF Wake

I, Laura G. Ward, a Notary Public of the State and County above, do hereby certify that Marty Edge & Amy Edge appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 23 day of June, 2006



Laura G. Ward
Notary Public

June 17, 2006

UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

BOOK 1040 PAGE 481

SIGNATURE PAGE

UNIT 175

Signature: [Signature] (SEAL)

Print Name: A. VERNON SMALL

Signature: [Signature] (SEAL)

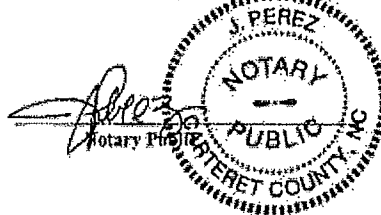
Print Name: CAROLE J. SMALL

STATE OF NC COUNTY OF CARTERET

I, J. Perez, a Notary Public of the State and County above, do hereby certify that A.V. Small Carole J. Small appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 23 day of Dec, 2003.

My commission expires: 4-16-08



UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

My commission expires: _____

Notary Public

BOOK 1040 PAGE 481

SIGNATURE PAGE

UNIT 177 Drum Inlet

Signature: John P. Tomasetti (SEAL)

Print Name: John P. Tomasetti

Signature: Catherine G. Tomasetti (SEAL)

Print Name: Catherine G. Tomasetti

STATE OF N.C. COUNTY OF Wake

I, Sylvia Oliver, a Notary Public of the State and County above, do hereby

certify that John P. Tomasetti and Catherine G. Tomasetti appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 11th day of December, 2003.



Sylvia Oliver
Notary Public

UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

BOOK 1040 PAGE 481

OAK BLUFF AMENDMENT TO DECLARATION
SIGNATURE PAGE

UNIT 181

Owner:

By: Richard G Warren by Carolyn L Warren w/POA
RICHARD G/WARREN, by and through
his attorney-in-fact, CAROLYN L.
WARREN

By: Carolyn L Warren
CAROLYN L. WARREN

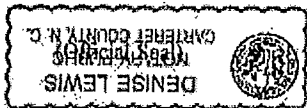
BOOK 1040 PAGE 481

NORTH CAROLINA
CARTERET COUNTY

I, Denise Lewis, a Notary Public for said County and State, to hereby certify that CAROLYN L. WARREN, attorney in fact for RICHARD G. WARREN, personally appeared before me this day, and being by me duly sworn, says that he/she executed the foregoing and annexed instrument for and in behalf of the said RICHARD G. WARREN, and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of Register of Deeds in the County of Carteret, State of North Carolina, in Book 1030, Page 459, and that this instrument was executed under and by virtue of the authority given by said instrument granting him/her power of attorney.

I do further certify that the said CAROLYN L. WARREN acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said RICHARD G. WARREN.

This the 5th day of February, 2004.



Denise Lewis
Notary Public

My commission expires: October 30, 2005

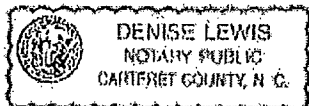
STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, Denise Lewis, a Notary Public of the aforesaid County and State, do hereby certify that CAROLYN L. WARREN, did personally appear before me this day and acknowledged her execution of the foregoing instrument.

This the 5th day of February, 2004.

Denise Lewis
NOTARY PUBLIC

My Commission Expires: October 30, 2005



BOOK 1040 PAGE 481

SIGNATURE PAGE

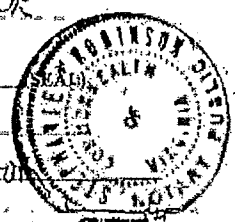
UNIT # 133

Signature: [Signature] (SEAL)

Print Name: ROBERT B. BOONE

Signature: _____

Print Name: _____



STATE OF NC COUNTY OF Arlington

I, S. Robinson, a Notary Public of the State and County above, do hereby certify that Robert B. Boone appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 11th day of December, 2003.

[Signature]
Notary Public

My commission expires: 8/31/04

UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

BOOK 1040 PAGE 481

SIGNATURE PAGE

UNIT 191

Signature: [Signature] (SEAL)

Print Name: LOUIS WEIL

Signature: [Signature] (SEAL)

Print Name: MARIANA P WEIL

STATE OF North Carolina COUNTY OF Carteret

I, Denise Louis, a Notary Public of the State and County above, do hereby certify that Louis Weil and Mariana P. Weil appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 10th day of December, 2003.

My commission expires: October 30, 2005



UNIT _____

Signature: _____ (SEAL)

Print Name: _____

Signature: _____ (SEAL)

Print Name: _____

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public of the State and County above, do hereby certify that _____ appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the _____ day of _____, 2003.

Notary Public

My commission expires: _____

BOOK 1040 PAGE 481

SIGNATURE PAGE

UNIT 192

✓ Signature: [Handwritten Signature] (SEAL)

Print Name: Sandra M Franklin

Signature: _____ (SEAL)

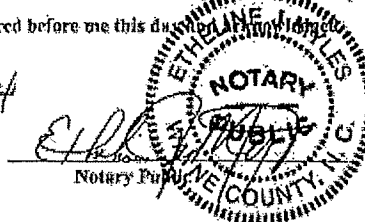
Print Name: _____

✓ STATE OF NORTH CAROLINA COUNTY OF Wayne

I, ETHAUNE J. MYLES, a Notary Public of the State and County of Wayne hereby certify that Sandra M. Franklin appeared before me this day and acknowledged their due execution of the foregoing instrument.

This the 22nd day of January, 2007.

My commission expires July 31, 2008



BOOK 1040 PAGE 481

UNIT 193

SIGNATURE PAGE:

Signature: [Signature] (SEAL)

Print Name: E.T. FRANKLIN JR

Signature: [Signature] (SEAL)

Print Name: JANE S. FRANKLIN

STATE OF North Carolina COUNTY OF Wayne



Connie W. Dail, a Notary Public of the State and County above, do hereby certify that Jane S. Franklin and E.T. Franklin appeared before me this day and acknowledged the execution of the foregoing instrument. This the 3rd day of February, 2004.

Connie W. Dail
Notary Public

UNIT 193

Signature: [Signature] (SEAL)

Print Name: ET FRANKLIN JR

Signature: [Signature] (SEAL)

Print Name: JANE S. FRANKLIN

STATE OF North Carolina COUNTY OF _____



Connie W. Dail, a Notary Public of the State and County above, do hereby certify that Jane S. Franklin and E.T. Franklin appeared before me this day and acknowledged the execution of the foregoing instrument. This the 3rd day of February, 2004.

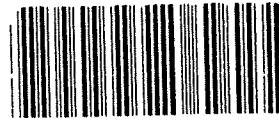
Connie W. Dail
Notary Public

1040 481

SUMMARY OF UNITS APPROVING THE AMENDMENT		
Unit	Owner	Percentage Interest
111	Leonard Oettinger	2.318
112	Wright Tisdale and wife, Susan Tisdale	2.649
113	G. Edward Gauss and wife, Betty Gauss	2.980
114	Robert Swindell and wife, Anne Swindell	2.318
121	Lawrence Twisdale and wife, Fran Twisdale	2.980
122	Mark C. Moler	2.152
123	Daniel Wise and wife, Martha Wise	2.483
124	Arthur Corkum and wife, Dorothy Corkum	2.152
125	Carolyn Boothe	2.483
132	Lynn Wellons	2.152
133	Thomas Howell and wife, Catherine Howell	2.483
134	Elliot Weil and wife, Tara Weil	2.483
141	Timothy Icard and Frank Dorman, Jr.	2.649
143	W.B. Ackiss and wife, Mary Ackiss	1.981
154	Charles Allen	1.821
155	Huey's Seafood, Inc.	2.152
156	Nabil Musallam and wife, Violette Musallam	1.656
157	Emma Brooks	1.821
158	Marguerite J. Dixon	2.152
161	Charles Allen	1.821
162	James Biggerstaff and wife, Barbara Biggerstaff	1.656
164	Patricia Pittman	2.152
171	Reginald Griffin and wife, Amanda Griffin	1.521
172	Doris Buffett	1.656
173	Monty Edge and wife, Amy Edge	1.821
174	Dana McQueen	2.152
175	A. Vernon Small and wife, Carole Small	1.821
177	John P. Tomasetti and wife, Catherine Tomasetti	1.821
181	Richard Warren and wife, Carolyn Warren	1.821
183	Robert Boone	1.821
191	Louis Weil and wife, Mariana P. Weil	3.311
192	Sandra M. Franklin	2.483
193	E.T. Franklin, Jr. and wife, Jane Franklin	2.483
194	Margaret M. Marcus	2.815
197	Jean A. Staub	3.312
	Total:	78.332%

BOOK 1040 PAGE 481

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.



FILE # 1477304

Joy Lawrence, Register of Deeds
By Joy Lawrence
Act. Deputy, Register of Deeds

FOR REGISTRATION REGISTER OF DEEDS
Joy Lawrence
Carteret County, NC
April 30, 2014 12:37:34
BWC ADMT 44 P
FEE \$142.00
FILE # 1477304

✓ K&W

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

AMENDMENT TO DECLARATION OF UNIT OWNERSHIP FOR
OAK BLUFF AT BRANDYWINE BAY CONDOMINIUMS

This Amendment to Declaration is made this 30 day of April, 2014 by
Oak Bluff at Brandywine Bay Owners' Association, Inc., a North Carolina non-profit
corporation, and the owners of units in Oak Bluff at Brandywine Bay Condominiums whose
names and signatures appear on each "Signature Page" of this instrument.

STATEMENT OF PURPOSE

By a certain Declaration of Unit Ownership recorded in Book UO-3, Page 218, Carteret
County Registry (hereinafter referred to as the "Declaration"), Brandywine Bay Development
Corporation created a condominium community known as "Oak Bluff at Brandywine Bay
Condominiums" located in Morehead Township, Carteret County, North Carolina (hereinafter
referred to as the "Condominium"). The Declaration has been amended including an
"Amendment to Declaration of Unit Ownership for Oak Bluff at Brandywine Bay
Condominiums" dated February 19, 2004 recorded in Book 1040, Page 481, Carteret County
Registry which amendment is referred herein as the "February 2004 Amendment." The owners
whose signatures are attached to this instrument desire to amend the Declaration and the
February 2004 Amendment as provided herein and combined own at least a seventy five percent
(75.00%) interest in the Common Elements of the Condominium as required under Paragraph 18
of the Declaration.

NOW THEREFORE, in consideration of the premises and the benefits to be derived
therefrom the undersigned do agree to, and do amend the Declaration as follows:

Part I

Paragraph 14 of the Declaration [captioned "Insurance and Reconstruction"] is deleted in
its entirety, and the text revision to Paragraph 14(A) (i) contained in the February 2004

BOOK 1477 PAGE 304

44

Amendment is deleted in its entirety. Substituted for the deleted provisions is the following which shall be deemed inserted in the place and stead of Paragraph 14 in the Declaration:

14. Insurance and Reconstruction.

A. Definitions. As used in this Paragraph 14, the following terms shall be defined as described. Other defined terms shall have the definitions contained in Paragraph 3 of the Declaration.

"*Condominium Structures*" shall mean and refer to all buildings and improvements, including Common Elements, Limited Common Elements, and Units, affixed to that land described on the drawings for "Oak Bluff at Brandywine Bay, a Condominium" recorded in Map Book 10A at pages 87 through 99 Carteret County Registry, excluding, however, *Owner Betterments* as hereafter defined. With the exception of *Owner Betterments*, *Condominium Structures* are buildings and improvements that would be considered real property under the common law. Units, except for any *Owner Betterment* contained therein, are included in the definition of *Condominium Structure* for purposes of the Unit Owner's Association's property insurance even though the units generally have vertical boundaries. *Condominium Structures* include improvements and betterments to common elements made by the Unit Owner's Association as opposed to an Owner.

"*Owner Betterment*" shall mean any upgrade or addition made to a Unit, Common Element or Limited Common Element by a Unit Owner that exceeds the replacement cost of the same item in the Basic Building Plans and Specifications (as defined below) or is an addition to the Unit. For purposes of the Unit Owner's Association's property insurance, an *Owner Betterment* is relevant only to the extent that its replacement cost exceeds the replacement cost of the same item or is an addition to the Unit. An example of an *Owner Betterment* would be a marble tile floor with a replacement cost of \$100.00 per square yard installed in a Unit by a Unit Owner in place of the carpeting shown as part of the Basic Building Plans and Specifications where the carpeting has a replacement cost of \$25.00 per square yard. If the Unit is totally destroyed by an insured casualty, the Unit Owner's Association's property insurance would cover the value of carpeting shown in the Basic Building Plans and Specifications but not the replacement cost of the marble tile.

"*Basic Building Plans and Specifications*" shall mean (a) the Drawings as defined in Paragraph 3 [captioned "Definitions"] of the Declaration, and the materials described in such Drawings as the drawings were amended when additional phases were added to Oak Bluff at Brandywine Bay Condominium, (b) the specifications as described in Paragraphs 5 and 6 of the Declaration and as may be described elsewhere in the Declaration, and (c) to the extent reasonably determinable, the original materials and finishes incorporated in the improvements to the land at the Condominium.

B. Association's Insurance.

1. The Unit Owner's Association shall maintain, to the extent available:

- (a) Property insurance on the *Condominium Structures* insuring against risks of direct physical loss commonly insured including fire, wind, and extended coverage perils. The total amount of property insurance shall be the full replacement cost of the *Condominium Structures*, if in the opinion of the Board of Directors, insurance in that amount is affordable; however, the total amount of property insurance after application of any deductibles shall be not less than ninety percent (90%) of the replacement cost of the *Condominium Structures*. The property insurance shall be subject to such deductibles as the board of directors deems appropriate.
- (b) Liability insurance in reasonable amounts, covering all occurrences commonly insured against death, bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements. This liability insurance will cover only the liability of the Unit Owner's Association, and Unit Owners as members, but does not cover the Unit Owner's individual liability for his acts or omissions while on Common Elements, within Limited Common Elements, or within his Unit.¹
- (c) Fidelity insurance coverage to protect against dishonest acts in the handling of Association money by the officers, directors, volunteers, managers or employees of the Association.
- (d) Such other insurance as the Board deems advisable from time to time.

2. If the insurance described in subparagraphs B. 1. (a) or (b) this Paragraph is not reasonably available, the Unit Owner's Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.

3. Insurance policies carried pursuant to subparagraph B. 1. must provide that:

- (a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Unit Owner's Association;
- (b) The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household;
- (c) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Unit Owner's Association, will preclude recovery under the policy; and
- (d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Unit Owner's Association's policy provides primary insurance.

¹ See Uniform Law Comment # 6 to N.C.G.S. §47C-3-113.

4. Any loss covered by the property policy under subparagraph B. 1. (a) shall be adjusted with the Unit Owner's Association, but the insurance proceeds for that loss shall be payable to the Unit Owner's Association as insurance trustee, and not to any mortgagee or beneficiary under a deed of trust. The Unit Owner's Association as insurance trustee shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions of subparagraph B. 6., the proceeds shall be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the condominium is terminated. If there is a surplus of insurance proceeds after the property has been repaired or restored, all Unit Owners will share in any distribution of the surplus according to the formula used for assessing property insurance premiums. The Board may elect to credit the accounts of the Unit Owners rather than making an actual distribution.

5. An insurer that has issued an insurance policy under this subparagraph shall issue certificates or memoranda of insurance to the Unit Owner's Association and, upon written request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust. The insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Unit Owner's Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust to whom certificates or memoranda of insurance have been issued at their respective last known addresses.

6. Any portion of the condominium for which insurance is required under this subparagraph B which is damaged or destroyed shall be repaired or replaced promptly by the Unit Owner's Association unless (1) the condominium is terminated, (2) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or (3) the Unit Owners decide not to rebuild by an eighty percent (80%) vote, including one hundred percent (100%) approval of owners of Units not to be rebuilt or owners assigned to limited common elements not to be rebuilt. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense and the Board will have the authority to levy one or more special assessments to provide the funds necessary to pay such costs. If the entire condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the condominium, (2) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated or to lienholders, as their interest may appear, and (3) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interest may appear, in proportion to their Common Element interest. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned under N.C.G.S. §47C-1-107(a), and the Unit Owner's Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subparagraph, N.C.G.S. §47C-2-118 governs the distribution of insurance proceeds if the condominium is terminated.

C. Insurance Required of Unit Owners

1. Each Unit Owner is required to purchase, and at all times maintain, one or more insurance policies that cover the following:

- (a) Dwelling coverage, sometimes known as "HO 6," on *Owner Betterments* within or appurtenant to his Unit in the full replacement cost thereof insuring against risks of direct physical loss commonly insured including fire, wind, extended coverage perils, and if the Owner chooses, flood. The dwelling coverage may be subject to a deductible not exceeding \$5,000.00 unless approved by the Board of Directors.
- (b) Personal property coverage on the personal property in Owner's Unit insuring against risks of direct physical loss commonly insured including fire, wind, extended coverage perils, and if the Owner chooses, flood.
- (c) Personal liability coverage in the amount of at least \$500,000.00 insuring the Unit Owner against lawsuits, legal expenses, and medical costs if he is legally responsible for injury or property damage to others in his Unit. From time to time the Board of Directors will have the authority to require all Unit Owners to maintain personal liability coverage exceeding \$500,000.00 if the Board determines such increased amount is advisable to adjust for inflation or exposure to risk.

2. No later than January 31 of each calendar year, each Unit Owner will file with the Unit Owner's Association proof of insurance specified in subparagraphs C.1. (a) ["dwelling coverage"] and (c) ["personal liability coverage"] in such form as required by the Board of Directors. If a Unit Owner shall fail to provide or maintain such insurance policies, or give proof of such insurance to the Association, the Board shall have the authority to purchase such policies in the name of the Unit Owner after giving such owner thirty calendar days notice of intent to purchase insurance by first class mail sent to the Unit Owner's last known address as shown in the Association's records. If the Board purchases such insurance, the cost thereof will be deemed a common expense assessment benefitting only the Unit Owner and his Unit under N.C.G.S. §47C-3-115(c) (2) and assessed against the Unit Owner and his Unit. Such assessment, and all costs of collection including attorneys fees, will be the personal obligation of the Unit Owner, constitute a lien on his Unit pursuant §47C-3-116, and be collectible according to §47C-3-116.

D. Assessment of Deductible; Intentional Damage.

1. Assessment of Deductibles. If a component of a Unit over which a Unit Owner has maintenance responsibility fails, and such failure causes damage to the Unit, other Units, and/or the Common Elements which damage is covered by the Association's property insurance, such Unit and the Unit Owner will be assessed the Association's insurance deductible if the Unit Owner was negligent in causing the damage.

- (a) If circumstances indicate to the satisfaction of the Board that a Unit Owner was not negligent, the deductible will be paid by the Association as a general common expense.
- (b) If there is probable cause to believe that a Unit Owner was negligent in causing the damage a hearing will be held by the Board of Directors to determine if the damage resulted from the Unit Owner's negligence or intentional act and, in either case, the entire deductible will be assessed to the Unit of the responsible Unit Owner and the Unit Owner. If the Board determines that the damage was not the result of the Unit Owner's negligence or intentional act, the deductible will be a general common expense. The Unit Owner will be given written notice of the hearing mailed by first class mail to the Unit Owner's last known address at least 14 days in advance of the hearing and the Unit Owner will have the right to be represented by an attorney at the hearing and to present evidence. The Unit Owner will be given a written decision by the Board.
- (c) An assessment of a deductible under this subparagraph will be deemed a common expense assessment benefitting only the Unit Owner and his Unit under N.C.G.S. §47C-3-115(c) (2) and assessed against the Unit Owner and his Unit. Such assessment, and all costs of collection including attorneys fees, will be the personal obligation of the Unit Owner, constitute a lien on his Unit pursuant §47C-3-116, and be collectible according to §47C-3-116.

2. Association's Responsibility for Deductible. If a component of a Common Element over which the Association has maintenance responsibility fails as a result of the negligence of the Association, and such failure causes damage to a Unit, and/or the Common Elements which damage is covered by the Association's property insurance, the Association will pay the deductible as a general common expense.

3. Intentional Damage. A Unit Owner is liable to the Association for all costs incurred by the Association in repairing uninsured damage caused by the intentional act of the Unit Owner and such costs will be assessed against the owner's Unit. Prior to making such an assessment, the Board will hold a hearing as provided in subparagraph D.1.b above. An assessment of a deductible under this subparagraph will be deemed a common expense assessment benefitting only the Unit Owner and his Unit under N.C.G.S. §47C-3-115(c) (2) and assessed against the Unit Owner and his Unit. Such assessment, and all costs of collection including attorneys fees, will be the personal obligation of the Unit Owner, constitute a lien on his Unit pursuant §47C-3-116, and be collectible according to §47C-3-116.

4. Owner Responsibility. The Unit Owner will be responsible for the acts of all persons in his Unit with his permission including his family members, guests, and tenants and their invitees.

E. General.

1. The interpretation of this Paragraph will be consistent with N.C.G.S. §47C-3-113 unless such interpretation is clearly to the contrary of the provisions of this Paragraph 14.

2. As used herein the masculine, feminine and neuter genders are interchangeable and the singular includes the plural as required by context.

Part II

Except as amended above, the Declaration as said Declaration has been amended, and the February 2004 Amendment, shall remain in full force affect. This amendment is effective upon recording at the Carteret County Register of Deeds Office.

OAK BLUFF AT BRANDYWINE
BAY OWNERS' ASSOCIATION, INC.

By: Anne R. Swindell
President

Attest:

By: RKBab
Secretary

State of North Carolina

County of Carteret

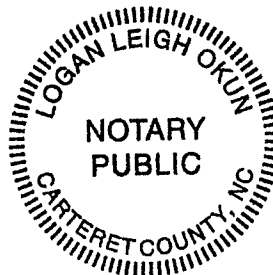
I, the undersigned Notary Public of the county and state aforesaid, certify that Anne R. Swindell, personally appeared before me this day and acknowledged s/he is President of Oak Bluff at Brandywine Bay Owners' Association, Inc., and that by authority duly given and as the act of said corporation, s/he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and official stamp or seal this 30th day of April, 2014.

Logan Leigh Okun
Notary Public

My Commission Expires:

6/20/18



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