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REGISTER OF DEEDS
PRESENTED & RECORDED ON
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Prepared by and return to:

Tina Frazier Pace

Hatch, Little & Bunn, LLP (Box 80)

NORTH CAROLINA

WAKE COUNTY

**NINTH AMENDMENT TO DECLARATION
CREATING UNIT OWNERSHIP
BREEZEWOOD II CONDOMINIUM REGIME**

THIS NINTH AMENDMENT TO THE DECLARATION CREATING UNIT OWNERSHIP BREEZEWOOD II CONDOMINIUM REGIME is made this the 24th day of December, 2022.

WITNESSETH:

WHEREAS the Declaration Creating Unit Ownership Breezewood II Condominium Regime (hereinafter "Declaration"), was recorded in Book 13280, Page 2419 of the Wake County Registry; and was thereafter amended in Book 13576, Page 181; Book 13711, Page 815; Book 13766, Page 1907; Book 13766, Page 193, and corrected in Book 13769, Page 662; Book 13946, Page 209; Book 14854, Page 00001; Book 15213, Page 2679; and Book 15573, Page 2307, Wake County Registry;

WHEREAS, Section 17.5 of the Declaration provides that the Declaration may be amended by a vote of not less than sixty-seven percent (67%);

WHEREAS, the Board of Directors of the Association proposed an amendment to change the exterior maintenance responsibility and to change the responsible for water costs;

WHEREAS, more than 67% of the members of the Association voted in favor of the proposed amendment by written ballots;

NOW, THEREFORE, in consideration of the foregoing, the Declaration Creating Unit Ownership Breezewood II Condominium Regime is hereby amended as follows:

1) That Section 12.10.1 is deleted and replaced with the following Section 12.10.1:

12.10.1. Maintenance by Unit Owner. The Unit Owner shall perform all maintenance and repair of the Unit, except that the Association shall provide maintenance of the Units as a Common Expense on all exterior surfaces, including, but not limited to: roofs, siding, trim, gutters, and downspouts. Such maintenance shall be limited to cleaning, painting, and regularly scheduled maintenance, repair and replacement. Unit owners shall specifically be responsible for repair, replacement and maintenance of windows, window frames, glass surfaces, front doors, sliding glass doors, door frames, and all mechanical or electrical equipment serving that sole Unit, and plantings within flower boxes. The Unit Owner is responsible for all utility fixtures commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Unit's exterior walls. An Owner shall do no act, nor any work that will impair the structural soundness or integrity of another Unit, nor impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other Units or their Owners. Nothing shall be done in any Unit or in, on or to the Common elements or Shared Common Elements that will impair the structural integrity of any building, Unit or other Improvement within the Breezewood II Condominium Regime or will structurally change the building of which the Unit is a part, except as is otherwise provided in this Declaration. In no event shall interior partitions contributing to the support of any Unit or the Common Elements or Shared Common Elements be altered or removed. In the event that the Association incurs maintenance costs due to the Owner's negligence or failure to maintain an element which is the Owner's maintenance responsibility, then the Board, without vote of the membership, may charge the cost of the same against the Owner in the nature of an individual special assessment.

2) That Section 12.10.2(a) is deleted and replaced with the following Section 12.10.2(a):

(a) In addition to the exterior maintenance items which shall be performed by the Association as enumerated in Section 12.10.1, the Association shall perform general maintenance of the front yard and the replacement and repair of the leadwalk and sidewalk to each Unit; provided, however, that the Association shall only be responsible for lawn maintenance in the front yard if there are not other structures or impediments which preclude efficient lawn maintenance (to be determined in the sole and absolute discretion of the Grounds Committee, or if none, then the Association Board). If the yard contains structures/impediments

which preclude efficient lawn maintenance as determined in the sale and absolute discretion of the Association Board, then the Owner shall be responsible for lawn maintenance and any cost associated therewith shall not be an item of Common Expense.

3) That Section 8.9 is deleted and replaced with the following Section 8.9:


8.9 Uniform Rate of Association Assessment. The Common Expense Liability allocated to each Unit shall equal a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units included within the Breezewood II Condominium Regime at that time. Association Assessments and Special Assessments must be fixed at a uniform rate in accordance with their relative Common Expense liability, for all Units, as the case may be, except that assessments for water usage shall be apportioned to each Unit individually according to the cost attributed to water usage by that Unit and shall be collected as an association assessment. Provided also, however, that the Association shall also have the authority, through the Association Board, without vote of the membership, to establish, fix and levy an individual special assessment on any Unit to secure the liability of that Owner to the Association arising from the Owner's breach of any of the provision of this Declaration, or from any cost incurred by the Association as a result of any willful or intentional action by the Unit Owner, his occupants, guests, or tenants.

4) That this Amendment shall not take effect until the individual water meters for each Unit have been installed and are operational; such date to be set by the Board of Directors of the Association;

5. That, except as herein provided, the remaining provisions of the Covenants, as amended, are hereby ratified and confirmed in every respect.

IN WITNESS WHEREOF, the Breezewood II Condominium Unit Owners Association, Inc. has caused this instrument to be signed and executed on the date stated hereinabove.

BREEZEWOOD II CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

By: 
President

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Haminat Oladipo personally came before me this day and acknowledged that she is the President of the Breezewood II Condominium Unit Owners Association, Inc., a North Carolina Non-Profit corporation, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 29 day of December, 2022.


Notary Public

My Commission Expires: 9-10-27

