

drawn by/mail to:

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STATE OF NORTH CAROLINA

COUNTY OF GASTON

**AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BETHESDA OAKS**

This instrument is executed and certified in accordance with the provisions of Article IX of the Declaration of Covenants, Conditions and Restrictions for Bethesda Oaks recorded in Book 4227, Page 123 of the Gaston County Public Registry and all supplements and amendments thereto (“Declaration”).

**STATEMENT OF PURPOSE**

Article IX of the Declaration sets forth that the Declaration may be amended upon the approval or written agreement of such amendment by “(a) those members of the Association who own in the aggregate, no-fewer than sixty seven percent (67%) of the Lots (including any Lots owned by the Declarant, (b) the Declarant, if the Declarant shall then own any Lot or any other portion of the Property and (c) so long as the Declarant is the sole Class B member.” The Class B membership expired on April 1, 2011 therefore the consent of the Declarant is not required.

In accordance with the terms of the Declaration, the President of Bethesda Oaks Homeowners Association, Inc. (“Association”) certifies with his signature that this amendment received the appropriate owner approval. This amendment will become effective when recorded.

NOW, THEREFORE, The President of the Association, in accordance with the Declaration, does hereby certify the due and proper adoption of the following Amendment to the Declaration.

## AMENDMENT TO THE DECLARATION

1. Article II, Section 1 is deleted in its entirety and replaced with the following:

“Section 1. Property Hereby Subjected to this Declaration. The Declarant, for themselves, and their successors and assigns, does hereby covenant that all of the Property is subject to this Declaration; and that the Property shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in the Act and this Declaration. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration shall be a permanent charge thereon and shall run with the Property.”

2. Article II, Section 3 is deleted in its entirety.

3. Article V Section 4 shall hereby be modified as follows:

The following sentences shall be added at the end of the current section

“Notwithstanding anything contained herein to the contrary, the Association or Board of Directors may not increase the Annual Assessments by more than ten percent (10%) from the amount charged the immediately preceding year without the approval of at least fifty-one percent (51%) of the lot owners.”

4. Article V Section 5 shall hereby be deleted in its entirety and replaced with the following:

“Section 5. General Special Assessments. If for any reason, including non-payment of any assessments to the Association by the persons liable therefor, the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expense for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a general special assessment to pay the costs of any capital improvements or capital repairs, the Board of Directors shall have the authority to propose to the members a general special assessment against the Lots and the owners thereof to raise such needed funds. Any general special assessment levied in accordance with these provisions shall be payable at such times and such installments as the Board of Directors shall determine. Each Lot shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this Section 5. The general special assessment must be brought before the members at either a general or special meeting called in accordance with the Bylaws. The general special assessment must be approved by at least fifty-one percent (51%) of the lot owners in order to become effective.”

5. Article VI Section 1(a) shall be deleted in its entirety and replaced with the following:

“Section 1. Architectural Restrictions (a) No building shall be constructed on any lot unless such building contains at least one thousand six hundred (1,600) square feet of interior heated space.”

6. Article VI Section 4 shall be deleted in its entirety.

7. Article VII Section 13 shall be deleted in its entirety and replaced with the following:

“Section 13. Other Restrictions. In addition to the aforementioned restrictions, the Board of Directors shall have the authority to adopt, publish, and enforce rules and regulations governing the Common Elements and all Lots.”

8. Article IX shall hereby be deleted in its entirety and replaced with the following:

“The terms, provisions, covenants and restrictions of this Declaration may be amended only by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated.”

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, being the President of the Association, pursuant to the authority vested in them under the Declaration and By-Laws of the Condominium, do hereby certify this amendment was approved in accordance with the Declaration.

BETHESDA OAKS HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, \_\_\_\_\_ (Name of Notary) a Notary Public in and for said County and State, do hereby certify this \_\_\_\_ day of \_\_\_\_\_, 20\_\_1, \_\_\_\_\_ (Name of Principal) [ ] personally known to me or [ ] proven by satisfactory evidence (said evidence being \_\_\_\_\_), personally appeared before me this day and acknowledged that he/she is \_\_\_\_ President of the Bethesda Oaks Homeowners Association, Inc., a North Carolina corporation, and that he/she voluntarily executed the foregoing on behalf of the corporation for the purposes therein by its authority duly given.

WITNESS my hand and notarial stamp or seal.

\_\_\_\_\_  
(signature)

\_\_\_\_\_, Notary Public  
(print or type name above)

My Commission Expires:

[NOTARY SEAL]