

INSTRUMENT # 2011067491



2011067491

Drawn by/Mail to:

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Horack, Talley, Pharr & Lowndes
2600 One Wachovia Center
301 South College Street
Charlotte, NC 28202-6038

**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR WILMORE WALK CONDOMINIUM**

This is the Second Amendment to the Declaration of Condominium for Wilmore Walk Condominium, which was originally recorded July 22, 2005 in Book 19068, Page 661 in the Mecklenburg County Register of Deeds (hereinafter referred to as "the Declaration"). Article XIV of the Declaration provides that the Declaration may be amended by the vote of not less than sixty-seven percent (67%) of the total number of votes in the Association, and not less than fifty-one percent (51%) of the Mortgagee Votes cast in person or by proxy. However, by definition provided in Article 1, Section 1.16, Mortgagee shall only mean and refer to "the owner and holder of a Mortgage that has notified the Association in writing, delivered to the Association's Principal Office as set forth in the Bylaws, of its name and address, and that it holds a Mortgage on a Unit". By execution of this Amendment, the officers and/or directors of the Wilmore Walk Condominium Owners Association, Inc. certify that the proposed amendment was approved by the requisite percentage of association membership (67%) and that mortgagee votes (51%) were not required since no mortgagee has given written notice as described in the definition of Mortgagee provided in the Declaration.

WHEREFORE, the Declaration is hereby amended as follows:

1. The text of Article IX, Section 9.8 Leasing of Units is deleted in its entirety and replaced with the following:

“9.8 Leasing of Units. So long as the Property remains subject to this Declaration and to the provisions of the North Carolina Condominium Act, no Owner of any Unit shall lease such Unit to any party without the prior written consent of the Association, which consent shall not be unreasonably withheld. It shall be reasonable for the Association to withhold such consent if leasing such Unit may cause the Condominium, in the sole discretion of the Association, to fail to comply with the requirements of 24 C.F.R. Part 234, sections (e)(2) and/or (e)(3), or fail to comply with the requirement of FHA/VA, HUD or other mortgagee providing financing for the Condominium.

It shall also be reasonable for the Association or the Declarant to withhold such consent when leasing would result in twenty (20%) percent or more of the total number of Units within the Property being occupied by persons other than Owners. In order to monitor changes in the percentage of rental units, Owners of rental units shall have Tenants give at least 30 days notice of an intention to vacate the Unit and notify the Board accordingly. Should the percentage of rental units reach 20%, the Board will keep a wait list for Owners interested in renting a Unit. Before allowing an Owner on the wait list to rent his Unit, the Board shall give the Owner of a rental unit that is being vacated the 30-day notice period plus 30 days following the lease term to secure a new tenant. Should the Owner fail to secure a Tenant within 30 days of the expiration of the lease, the first Owner on the wait list will be given priority and 60 days to obtain a Tenant. The Board will continue down the wait list until an Owner is able to secure a Tenant within 60 days of notice.

Any Unit Owner leasing his/her Unit shall provide the Lessee, upon execution of the lease, with a copy of the Declaration, By-Laws, and Rules and Regulations governing the community. The lease shall provide that the Lessee is bound by the Declaration, By-Laws, and Rules and Regulations of the community as well as the provisions of the lease.

The Board of Directors reserves the right to waive any or all of these restrictions with respect to any particular Unit if strict enforcement hereof would result in an undue hardship on the Unit Owner. Decisions on claimed hardships shall be determined on a case-by-case basis, are in the sole discretion of the Board of Directors, and are not appealable by the Unit Owner.

In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.”

[SIGNATURES TO FOLLOW]

WILMORE WALK CONDOMINIUM OWNERS ASSOCIATION, INC.

By: Paul Joseph Clowers
PAUL JOSEPH CLOWERS
Its: PRESIDENT OF HOA

STATE OF NORTH CAROLINA

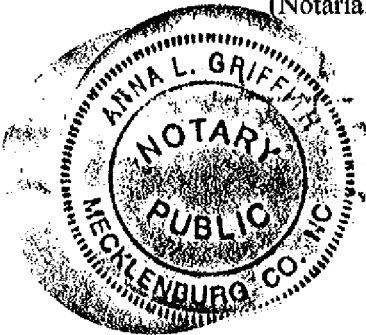
COUNTY OF MECKLENBURG

This 2 day of June, 2011, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Paul Joseph Clowers who being personally known to me and duly sworn, says that he is President of the Wilmore Walk Condominium Owners Association, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said Paul Joseph Clowers voluntarily acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial stamp or seal this 2 day of June, 2011

My commission expires:

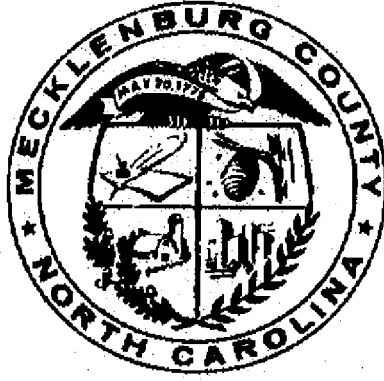
(Notarial Seal)



Anna L. Griffith
Notary Public - Signature

Anna L. Griffith
Notary Public - Printed Name

EXP. 4-28-2014



J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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DEC/U 4 PGS \$20.00

Recorder: SERENA WOODS



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