

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
December 02, 2010 02:20:37 PM
Book 3813 Page 230-238
FEE: \$38.00
INSTRUMENT # 2010016388

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Prepared by and return to Robbins May & Rich LLP (SFL), 120 Applecross Road, Pinehurst, North Carolina 28374
No Title Examination Performed

Brief Description for Index: Fourth Amendment to Declaration of Camden Villas at Mid South Condominium

FOURTH AMENDMENT TO DECLARATION OF CAMDEN VILLAS AT MID SOUTH CONDOMINIUM

THIS FOURTH AMENDMENT TO DECLARATION OF CAMDEN VILLAS AT MID SOUTH CONDOMINIUM (this "Amendment") is made as of the date on which it is recorded in the Moore County Registry (the "Effective Date") by Camden Mid South LLC, an Ohio limited liability company, ("Declarant") in order to amend that certain Declaration of Camden Villas at Mid South Condominium recorded in Book 3374, Page 524, Moore County Registry, as amended, (the "Declaration").

WITNESSETH

WHEREAS capitalized terms used but not otherwise defined herein shall possess the meanings ascribed thereto in the Declaration unless otherwise specified herein;

WHEREAS Article XVIII of the Declaration permits amendment of the Declaration with (a) "the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners" and (b) "the consent of the eligible mortgagees of Units to which at least fifty-one percent (51%) of the votes of the Units subject to mortgages held by eligible mortgagees appertain."

WHEREAS this Amendment was, without limitation upon the provisions of Section 1(c) of Article XVIII of the Declaration, duly adopted pursuant to the requirements set forth therefor in Article XVIII of the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as hereinafter set forth.

1. Mortgagee Provisions. Insert the provision hereinafter set forth as Section 3 of Article XVII of the Declaration.

Section 3. Mortgagee Provisions.

(a) Definitions.

- i. "Eligible Mortgage" means a mortgage, deed of trust or other security instrument secured by a lien on a Unit and held, insured, or guaranteed by an Eligible Mortgagee.

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- ii. "Eligible Mortgagee" means an institutional holder, insurer or guarantor of a first priority Eligible Mortgage that provides written request to the Association (inclusive of its name and address and the identification of the Eligible Unit).
 - iii. "Eligible Mortgagor" means the Owner of a Unit subject to an Eligible Mortgage.
 - iv. "Eligible Unit" means a Unit subject to an Eligible Mortgage.
 - v. "Organizational Documents" means, as amended from time to time, this Declaration and the Bylaws and Articles of Incorporation of the Association.
- (b) Notices of Action. Eligible Mortgagees shall be entitled to timely written notice, as to any Eligible Mortgagor and Eligible Unit, of (i) any condemnation or any casualty loss that affects a material portion of the Condominium Property or an Eligible Unit, (ii) any delinquency in the payment of assessments or charges (including but not limited to, annual operating assessments, special assessments for capital improvements, and special individual Unit assessments) by an Eligible Mortgagor in excess of sixty (60) days (provided, however, that an Eligible Mortgagee shall be further entitled to timely written notice, upon request, of any delinquency in the performance by of any other obligation under the Organizational Documents by an Eligible Mortgagor in excess of sixty (60) days), (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association or (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees under the Organizational Documents or otherwise.
- (c) Priority. No provision of the Organizational Documents shall, in the event of distribution of insurance proceeds or condemnation awards for a loss to or taking of the Common Areas or any portion thereof, be construed to grant priority to an Eligible Mortgagor or other party over an Eligible Mortgagee therein.
- (d) Accrued Assessments after Foreclosure. An Eligible Mortgagee that obtains title to an Eligible Unit through foreclosure, deed in lieu of foreclosure or otherwise shall not be liable, notwithstanding any other provision of the Organizational Documents, for assessments or charges accrued and unpaid by an Eligible Mortgagor other than and in excess of six (6) months of annual operating assessments.
- (e) Notice to Association. Eligible Mortgagors shall, without limitation upon the notice obligations of Eligible Mortgagees hereunder, furnish to the name and address of any Eligible Mortgagee to the Association within five (5) days of the execution of an Eligible Mortgage.
- (f) Failure of Mortgagee to Respond. An Eligible Mortgagee that receives written notice from the Association, sent by certified mail with return receipt requested, pursuant to this Article XVII shall be deemed to approve or consent to the request therein if the Association fails to receive a written response to the contrary therefrom within sixty (60) days of the date set of the Association notice.
2. Extension of Authority. Strike ", for a period of three (3) years from the date of the filing of the Declaration," from Section 1(c) of Article XVIII and insert "through and until February 25, 2013" in lieu thereof.
3. Procedural Compliance. Edward Foster and Jeffrey G. Wilkins, in their official capacities as, respectively, president and secretary-treasurer of Camden Villas at Mid South Unit Association, Inc., hereby join in the execution of this Amendment for the sole purpose of certification that this Amendment was duly adopted pursuant to Section 2 of Article XVIII of the Declaration.
4. References. All references in the Declaration to "this Declaration" shall be deemed to refer to the Declaration as amended hereby.
5. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Declaration shall remain in full force and effect.
6. Conflict. This Amendment shall, in the event of a conflict between this Amendment and the Declaration,

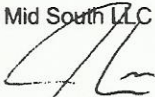
control.

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IN WITNESS WHEREOF, this Amendment is executed (a), if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names or signatures, (b), if by a corporation, by the duly authorized officers, directors or shareholders of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signatures of the officers, directors or shareholders, (c), if by a partnership, by the duly authorized partners of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the partnership or the signatures of the partners or (d), if by a limited liability company, by the duly authorized members or managers on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the limited liability company or the signatures of the members or managers, on the day and year first above written.

Camden Mid South LLC



(SEAL)

By: Jeffrey G. Wilkins
Its: Manager

STATE OF OHIO

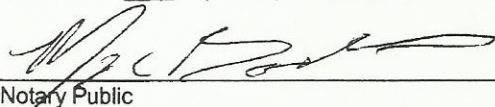
COUNTY OF Fairfield

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Jeffrey G. Wilkins	Manager, Camden Mid South LLC

- ☒ I have personal knowledge of the identity of the principal;
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or
☐ A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 27th day of September, 2010.


 Notary Public

Print notary name: Misty L Boals
 (notary name must be exactly as on notary seal)

My commission expires: 5/22/13

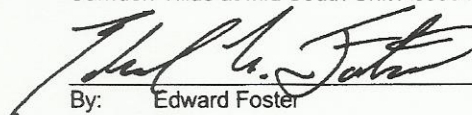
[affix notary seal, which must be fully legible, below]



Misty L Boals
 Notary Public, State of Ohio
 My Commission Expires 05-22-2013

IN WITNESS WHEREOF, this Amendment is executed (a), if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names or signatures, (b), if by a corporation, by the duly authorized officers, directors or shareholders of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signatures of the officers, directors or shareholders, (c), if by a partnership, by the duly authorized partners of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the partnership or the signatures of the partners or (d), if by a limited liability company, by the duly authorized members or managers on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the limited liability company or the signatures of the members or managers, on the day and year first above written.

Camden Villas at Mid South Unit Association, Inc.

 (SEAL)
By: Edward Foster
Its: President


STATE OF OHIO
COUNTY OF Fairfield

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Edward Foster	President, Camden Villas at Mid South Unit Association, Inc.

- ☒ I have personal knowledge of the identity of the principal;
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or
☐ A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 27th day of September, 2010.


Notary Public

Print notary name: Misty L Boush
(notary name must be exactly as on notary seal)

My commission expires: 5/22/13

[affix notary seal, which must be fully legible, below]



Misty L. Boush
Notary Public, State of Ohio
My Commission Expires 05-22-2013

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IN WITNESS WHEREOF, this Amendment is executed (a), if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names or signatures, (b), if by a corporation, by the duly authorized officers, directors or shareholders of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signatures of the officers, directors or shareholders, (c), if by a partnership, by the duly authorized partners of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the partnership or the signatures of the partners or (d), if by a limited liability company, by the duly authorized members or managers on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the limited liability company or the signatures of the members or managers, on the day and year first above written.

Camden Villas at Mid South Unit Association, Inc.

By: [Signature] (SEAL)
 Its: Jeffrey G. Wilkins
 Secretary/Treasurer

STATE OF Ohio
 COUNTY OF Fairfield

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Jeffrey G. Wilkins	Secretary/Treasurer, Camden Villas at Mid South Unit Association, Inc.

- ☒ I have personal knowledge of the identity of the principal;
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or
☐ A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 27th day of September, 2010.

[Signature]
 Notary Public

Print notary name: Misty L Books
 (notary name must be exactly as on notary seal)

My commission expires: 5/22/13

[affix notary seal, which must be fully legible, below]



Misty L. Books
 Notary Public, State of Ohio
 My Commission Expires 05-22-2013

CONSENT OF MORTGAGEE

The Huntington National Bank, successor by merger to Sky Bank, the beneficiary of a First Lien Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement recorded in Book 3243, Page 489, Moore County Registry, as amended, (the "Deed of Trust"), and First American Title Insurance Company, the trustee under the Deed of Trust, hereby consent to, approve, and ratify the execution and delivery of the Fourth Amendment to Declaration of Camden Villas at Mid South Condominium (the "Amendment") and the recordation thereof in the Moore County Registry.

[signature pages to follow]

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IN WITNESS WHEREOF, this Consent of Mortgagee to Amendment is executed (a), if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names or signatures, (b), if by a corporation, by the duly authorized officers, directors or shareholders of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signatures of the officers, directors or shareholders, (c), if by a partnership, by the duly authorized partners of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the partnership or the signatures of the partners or (d), if by a limited liability company, by the duly authorized members or managers on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the limited liability company or the signatures of the members or managers, on the day and year first above written.

 The Huntington National Bank (as successor by merger to Sky Bank)
 By: _____
 Its: Vice President

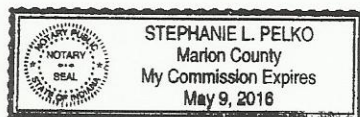
STATE OF Indiana
 COUNTY OF Marion

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
<u>Bradley Rust</u> [name]	<u>Vice President</u> [title], The Huntington National Bank

- ☐ I have personal knowledge of the identity of the principal;
☒ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or
☐ A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 23rd day of September, 2010.



Stephanie L. Pelko
 Notary Public

Print notary name: _____
 (notary name must be exactly as on notary seal)

My commission expires: _____

[affix notary seal, which must be fully legible, below]

IN WITNESS WHEREOF, this Consent of Mortgagee to Amendment is executed (a), if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names or signatures, (b), if by a corporation, by the duly authorized officers, directors or shareholders of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signatures of the officers, directors or shareholders, (c), if by a partnership, by the duly authorized partners of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the partnership or the signatures of the partners or (d), if by a limited liability company, by the duly authorized members or managers on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the limited liability company or the signatures of the members or managers, on the day and year first above written.

 (SEAL)
 First American Title Insurance Company
 By: T.K. Knight
 Its: Asst. V.P.

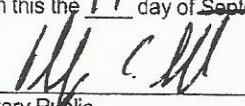
STATE OF North Carolina
 COUNTY OF Guilford

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
<u>T.K. Knight</u> [name]	<u>Asst. V.P.</u> [title], First American Title Insurance Company

- ☒ I have personal knowledge of the identity of the principal;
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or
☐ A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 14th day of October, 2010.


 Notary Public

Print notary name: Philip C. Slaska
 (notary name must be exactly as on notary seal)

My commission expires: April 10, 2013

[affix notary seal, which must be fully legible, below]

