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**PREPARED BY AND RETURN TO: David L. English of Roberts & Stevens, P.A., P.O. Box 7647, Asheville, NC 28801 (Box 39)** ✓

**STATE OF NORTH CAROLINA**

**COUNTY OF BUNCOMBE**

**AMENDMENT TO DECLARATION OF  
CONDOMINIUM OF BEAVERDAM RUN  
CONDOMINIUM  
(Insurance)**

**THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF BEAVERDAM RUN CONDOMINIUM** (the "Amendment"), is made and entered into this the 4th day of June, 2021 by and between the Beaverdam Run Condominium Owners Association, a North Carolina non-profit corporation (the "Association"), and all present and future owners of Units (collectively the "Owners") within the Beaverdam Run Condominium located in Buncombe County, North Carolina, (the "Condominium", as the same is more particularly described herein); the Association and Owners being sometimes hereinafter referred to collectively as the "Parties", and singularly as a "Party".

**WITNESSETH:**

**WHEREAS**, NHS Properties, Ltd., a North Carolina corporation as Declarant recorded that certain Declaration of Condominium for Beaverdam Run Condominium in Book 1425, at Page 636 of the Buncombe County Registry, (the "Original Declaration"); and,

**WHEREAS**, The Original Declaration has been subsequently supplemented and amended as provided in the various amendments thereto recorded in the Buncombe County Registry, including that certain Amended and Restated Declaration and Bylaws for Beaverdam Run Condominium recorded in Book 1667, at Page 554 of said Registry (collectively the "Declaration"); and,

**WHEREAS**, the Declaration contemplates that the Association shall maintain casualty insurance on the Units, including betterments and improvements thereto; and,

**WHEREAS**, the Association and Owners have determined that such insurance is no longer reasonably available to the Association; and,

**WHEREAS**, there are no horizontal boundaries between the Units within the Condominium; and,

**WHEREAS**, the Owners have determined that it is the best interest of the Owners and the Condominium that the Owners bear the responsibility for maintaining casualty insurance on their respective Units, and the responsibility for repairing and replacing such Units in the event of damage to such Unit, and the Owners desire to further amend the Declaration to provide allocate such responsibility in accordance with the foregoing and as otherwise set forth herein; and,

**WHEREAS**, it is the intent of the Parties that this Amendment be adopted pursuant to the Declaration, and Section 2-117 of the North Carolina Condominium Act; and,

**WHEREAS**, in accordance with the Declaration and Act, this Amendment has been approved by the affirmative vote of Unit Owners of Units to which at least Sixty Seven percent (67%) of the votes in the Association are allocated.

**NOW, THEREFORE**, for and in consideration of the premises, the mutual covenants and conditions contained herein, and for the mutual advantage and benefit to all the present and future Owners of Units within the Condominium, the Declaration is hereby amended as follows:

1. **8.2 Property and Casualty Insurance**. Section 8.2 of the Declaration is hereby deleted in its entirety, and in lieu thereof the following is inserted:

8.2 Property and Casualty Insurance. The Association shall procure and maintain property and casualty insurance on the Common Elements, but not the Units, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. The total amount of insurance after application of any deductibles shall be in an amount not less than that required by Section 47C-3-113 of the Condominium Act.

2. **8.5 Association as Trustee**. The following sentence is hereby deleted from Section 8.5 of the Declaration:

Improvements and betterments made by the individual Unit Owners may be excluded from the required coverage.

3. **8.7 Unit Owner's Insurance**. Section 8.7 of the Declaration is hereby amended by inserting the following as the first two sentences of such Section. Except as hereby modified, Section 8.7 shall be and remain the same.

8.7 Unit Owner’s Insurance. Each Unit Owner shall obtain and maintain in full force and effect at all times property and casualty insurance on such Owner’s Unit, including betterments and improvements thereto. The Owner shall provide the Association with a certificate of insurance or other proof of insurance reasonably satisfactory to the Board of Directors evidencing coverage as required hereunder.

- 4. **9.1 Duty to Repair.** Section 9.1 of the Declaration is hereby deleted in its entirety and in lieu thereof the following is inserted:

Section 9.1 Duty to Repair. In the event any part of the Condominium Property, with the exception of a Unit, shall be in need of repair or replacement, or shall be damaged or destroyed by casualty, the Association shall effect such repair or replacement, and if applicable the proceeds of insurance shall be used and applied in accordance with the provisions of Section 47C-3-113 of the Condominium Act. In the event a Unit shall be in need of repair or replacement, or shall be damaged or destroyed by casualty, the Unit Owner shall effect such repair or replacement.

- 5. **9.2 Repair and Reconstruction.** Section 9.2 of the Declaration is hereby amended as follows:

- a. Section 9.2 is hereby entitled Repair and Reconstruction by Association.
- b. The first paragraph of Section 9.2 is hereby deleted in its entirety and in lieu thereof the following is inserted:

The Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damage to the Condominium Property, with the exception of the Units, in accordance with the original plats and plans, or reconstruction in a manner compatible with such plats and plans. The Board of Directors or its duly authorized agent shall use reasonable efforts to coordinate repair and reconstruction for which the Association is responsible hereunder with any concurrent repair and reconstruction of a Unit being undertaken by a Unit Owner.

- c. The parenthetical “(including any damaged Unit)” is hereby deleted from Paragraph (a) of Section 9.2.

- 6. **9.3 Repair and Reconstruction by Unit Owners.** The following new Section 9.3 is hereby added to the Declaration.

9.3 Repair and Reconstruction by Unit Owners. Following any casualty to a Unit, the Unit Owner shall promptly repair and restore such Owner’s Unit in accordance with the original plats and plans, or shall reconstruct such Unit in a manner compatible with such plats and plans. The Unit Owner shall use reasonable efforts to coordinate such repair and

restoration with any concurrent repair and restoration of the Condominium Property being undertaken by the Association.

Except as modified and amended herein, the Declaration, as previously amended and extended, shall be and remain the same, said Declaration being hereby ratified and affirmed.

BEAVERDAM RUN CONDOMINIUM OWNERS ASSOCIATION

By: Jane Bramham  
Jane Bramham, President  
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STATE OF North Carolina  
COUNTY OF Buncombe

I, Deborah J. Pooler, Notary Public for said County and State, certify that Jane Bramham personally appeared before me this day and acknowledged that she is President of Beaverdam Run Condominium Owners Association, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name.

WITNESS my hand and official stamp or seal, this the 1st day of June, 2021.

My Commission Expires: 11-12-21

Deborah J. Pooler  
Deborah J. Pooler, Notary Public

(NOTARIAL SEAL)

