

FOR REGISTRATION J. DAVID GRANBERRY  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2011 MAR 11 10:35:39 AM  
BK: 26347 PG: 75-78 FEE: \$20.00  
INSTRUMENT # 2011029648



RETURNED TO CUSTOMER

SECOND AMENDMENT TO DECLARATION  
OF  
THE CROYDON CONDOMINIUM

This SECOND AMENDMENT TO DECLARATION OF THE CROYDON CONDOMINIUM (the "Second Amendment") is made and entered into as of the 11<sup>th</sup> day of March 2011 by THE CROYDON CONDOMINIUM ASSOCIATION, INC., a North Carolina non-profit corporation (the "Association").

*Statement of Purpose*

The Croydon Condominium was established by virtue of the filing of that certain Declaration of The Croydon Condominium dated May 17, 2006 which is recorded in Book 20512 at Page 382 of the Mecklenburg County Registry and was amended by First Amendment to Declaration of The Croydon Condominium dated June 1, 2007 recorded in Book 22387 at Page 81 in the Mecklenburg County Registry (collectively, the "Declaration").

The Declaration states in Section 5.3(f) thereof that household pets weighing more than 30 pounds are not permitted. By affirmative vote of at least sixty-seven percent (67%) of all votes of Unit Owners (as defined in the Declaration) at a duly noticed and held special meeting of said Unit Owners (said Unit Owners being members of the Association), the Declaration has been approved to be amended to eliminate the prohibition against household pets weighing more than 30 pounds. It is the purpose of this Second Amendment to evidence such amendment.

*Amendment*

NOW, THEREFORE, for the purposes stated above, the Declaration is hereby amended by striking therefrom Section 5.3 (f) as it reads prior to this Second Amendment, and replacing it with the following new Section 5.3(f):

"(f) A Unit shall not have more than a combined total of (i) two (2) cats or (ii) two (2) dogs or (iii) one (1) cat and one (1) dog, it being understood that as it relates to this pet policy, "a Unit" results if two contiguous Units are combined. "Household pets" means typical domesticated pets and specifically excludes any farm animals and pets that would be considered "exotic" pets by a legitimate pet store, including but not limited to tropical birds, birds of prey, snakes, lizards, ferrets, spiders, monkeys and any animal that naturally spends most of its normal life in the wild). Such household pets may not be kept or bred for any commercial purpose and shall have such care and restraint as is necessary to prevent them from being or becoming obnoxious or offensive on account of noise, odor, unsanitary conditions or other nuisance. Without limiting the generality of the foregoing,

Unit Owners and Occupants shall promptly clean up and properly dispose of animal waste deposits left by their pets inside their Unit or outside the Units. No savage or dangerous animal shall be kept or permitted in or on the Property and, for the purposes of this sentence, all Pit Bull, Rottweiler and Doberman Pinscher breeds of dogs (whether or not mixed) or any dog that weighs more than ninety (90) pounds shall be deemed savage or dangerous no matter what the then-current demeanor and temper of such household pet appears to be. No pets may be permitted to run loose upon the Common Elements or Limited Common Elements, and any Unit Owner who causes or permits any animal to be brought or kept upon the Property shall indemnify and hold the Association harmless for and from any loss, damage or liability which it sustains as a result of the presence of such animal on the Property, regardless of whether the Association or the Board has given its permission therefor. With respect to the obligations set forth in the immediately preceding sentence, any Unit Owner who has on the Property a permitted household pet weighing more than fifty (50) pounds shall at all times have on deposit with the Association the sum of five hundred dollars (\$500.00) per permitted household pet weighing more than fifty (50) pounds. The Association shall be authorized at any time and from time to time to expend any part or all of such funds in satisfaction of such obligations. In the event the Association makes such expenditure, the applicable Unit Owner shall within ten (10) days after written notification by the Association restore the unexpended deposit to the amount indicated above. Any unexpended deposit amount shall be promptly refunded to the Unit Owner after the Unit Owner no longer has on the Property a household pet weighing more than fifty (50) pounds. The combined weight of the two household pets permitted per Unit under this pet policy shall not exceed one hundred twenty-five (125) pounds."

IN WITNESS WHEREOF, the Association has caused this Second Amendment to be duly executed as of the day and year first above written.

THE CROYDON CONDOMINIUM ASSOCIATION, INC.,  
a North Carolina non-profit corporation

By:   
Andrew H. Weathersbee, President

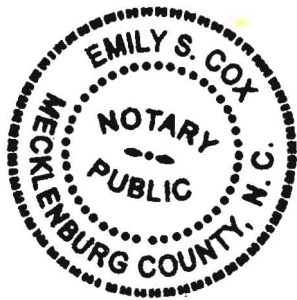
[Notary page follows]

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

I, EMILY S. COX, a Notary Public of Mecklenburg County and State aforesaid, certify that ANDREW H. WEATHERSBEE, being personally known to me, personally appeared before me this day and acknowledged that he is President of THE CROYDON CONDOMINIUM ASSOCIATION, INC. a North Carolina non-profit corporation, and that he, as President, being authorized to do so, voluntarily executed the foregoing instrument on behalf of and as the act of deed of the said corporation.

Witness my hand and official stamp or seal, this 11<sup>th</sup> day of March 2011.

(SEAL)



*Emily Cox*  
Notary Public

EMILY S. COX  
Printed or Typed Name of Notary Public

My Commission Expires: June 3, 2012

MAIL AFTER RECORDING TO:

Andrew H. Weathersbee  
2223 Croydon Road, # 403  
Charlotte, NC 28207



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

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