

For Registration  
Fredrick Smith  
Register of Deeds  
Mecklenburg County, NC  
Electronically Recorded  
2020 Jun 05 09:29 AM RE Excise Tax: \$ 0.00  
Book: 34653 Page: 200 - 203 Fee: \$ 26.00  
Instrument Number: 2020081494

*Fredrick Smith*

## SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR OPUS MYERS PARK CONDOMINIUM

PREPARED BY AND RETURN TO:  
John Hazlehurst  
5925 Carnegie Blvd Ste 200  
Charlotte, NC 28209

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR OPUS MYERS PARK CONDOMINIUM (this "Second Amendment") is made this 3<sup>rd</sup> day of June, 2020, by **OPUS MYERS PARK CONDOMINIUM OWNERS ASSOCIATION, INC**, a North Carolina nonprofit corporation ("Association"), **OPUS MYERS PARK, LLC**, a North Carolina limited liability company ("Declarant"), and **JAMES JULIAN GROSS** and wife, **KIMBERLY ANN SHEEHY** (collectively "Gross").

### RECITALS

WHEREAS, The Opus Myers Park Condominium (the "Condominium") was established pursuant to the provisions of the North Carolina Condominium Act by the filing of the Declaration of Condominium (hereinafter "Declaration") registered at Book 33654, Page 94, as amended by First Amendment recorded in Book 33690 at Page 994, along with certain plans and plats filed in Unit Ownership File 1061 (the "Plans"), of the Mecklenburg County Public Registry.

WHEREAS, pursuant to the Declaration at Sections 5.6 and 9.5(d), parking spaces may be exchanged between the Owners of respective Units of the Condominium;

WHEREAS, Gross is the owner of Unit D4, and desire to exchange their interest in the Parking Space 2A limited common element to the Declarant, and the Declarant, as the owner of the remaining unsold Units in the Condominium, consisting of Units A1, A2, B1, B2, B3, B4, C1, C2, C3, C4, D1, D2, E1, E2 (the "Remaining Unsold Units"), desires to convey Parking Space 24 to Gross; and

WHEREAS, the Declaration provides at Section 9.5(d) that the Association record an Amendment that sets forth this exchange of parking spaces; and

WHEREAS, the Declaration provides that Declarant may amend the Declaration to cause it to comply with the requirements of FHA,VA, the Federal National Mortgage Association ("FNMA") or other similar agency, and the Declarant desires to amend the time period allowed for a Mortgagee to respond to a written request from the Association from thirty (30) days to sixty (60) days.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Incorporation of Recitals; Defined Terms. The above Recitals are hereby incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meaning(s) attributed to the same in the Declaration.

Submitted electronically by "Hazlehurst & Blake, PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

2. Conveyance of Exchanged Parking Spaces. Gross does hereby grant, bargain, sell and convey unto the Declarant, in fee simple, all of Gross's right, title and interest in the Parking Space 2A limited common element, and Declarant does hereby grant, bargain, sell and convey unto the Gross, in fee simple, all of Declarant's right, title and interest in the Parking Space 24 limited common element, with each party representing that they have done nothing to impair title as they respectively received, and will warrant and defend the title against the lawful claims of all persons claiming by, under or through each party.

3. Amendment. The Association hereby enters into this Amendment for the purpose of identifying the exchange of Parking Spaces. As a result, Parking Space 24 has been allocated to Unit D4, and Parking Space 2A has become an unallocated Parking Space associated with the Remaining Unsold Units, available for allocation in connection with the conveyance by Declarant of a Remaining Unsold Units. Accordingly, all references to the Parking Spaces allocated to Unit D4 contained in the Declaration and the Plans are hereby amended to become "Parking Spaces 3, 4, and 24".

4. Mortgagee Response Period. The allowed time period for a response from a Mortgagee under Article XV and Section 16.4 of the Declaration, is hereby amended to become sixty (60) days (in substitution for thirty (30) days).

5. Effect of Second Amendment. Except as specifically amended herein, the Declaration, as previously amended, shall remain in full force and effect.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the Association, Declarant and Gross have executed this Second Amendment the day and year first above written.

**OPUS MYERS PARK CONDOMINIUM OWNERS ASSOCIATION, INC.** a North Carolina nonprofit corporation

By: [Signature] Declarant  
James J. Gross, Declarant

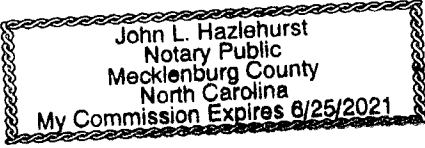
STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s), or I have seen satisfactory evidence of the principal's identity, by a current state or federal identification and with the principal's photograph in the form of \_\_\_\_\_); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: JAMES J. GROSS, as Declarant.

Witness my hand and official stamp or seal this 3rd day of JUNE, 2020.

[Signature]  
Notary Public  
My Comm. Expires: 6/25/2021

(Notary Seal)



**OPUS MYERS PARK, LLC**, a North Carolina limited liability company

By: Jim Gross Company, LLC, a North Carolina limited liability company, its Manager

By: [Signature]  
James J. Gross, Manager

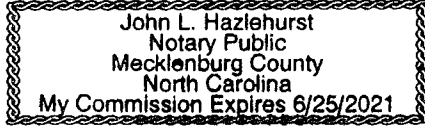
STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s), or I have seen satisfactory evidence of the principal's identity, by a current state or federal identification and with the principal's photograph in the form of \_\_\_\_\_); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: JAMES J. GROSS, as Manager.

Witness my hand and official stamp or seal this 3rd day of JUNE, 2020.


[Signature]  
Notary Public  
My Comm. Expires: 6/25/2021


(Notary Seal)



[SIGNATURE LINES CONTINUED ON FOLLOWING PAGE]

[SIGNATURE LINES CONTINUED]

  
James J. Gross

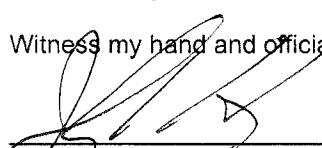
  
Kimberly Ann Sheehey

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s), or I have seen satisfactory evidence of the principal's identity, by a current state or federal identification and with the principal's photograph in the form of \_\_\_\_\_); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: James Julian Gross and Kimberly Ann Sheehey.

Witness my hand and official stamp or seal this 3<sup>rd</sup> day of June, 2020.

  
Notary Public  
My Comm. Expires: 6/25/2021

(NOTARY SEAL)

John L. Hazlehurst  
Notary Public  
Mecklenburg County  
North Carolina  
My Commission Expires 6/25/2021