

3. **Insurance.** Article XI, Section 3 shall be deleted in entirety and replaced with the following:

Any Owner and any holder of a mortgage with respect to any Unit shall obtain such additional insurance with respect to the Unit, totally at the expense of such Owner or mortgagee, as is desired. Any such insurance shall either: (i) be written by the same insurer which carries the master casualty policy purchased by the Association pursuant to the provisions of the Declaration; or (ii) shall provide that such policy or policies shall be without contribution with respect to the master policy or policies of casualty insurance maintained by the Association. Any such Owner's or mortgagee's policy shall also contain waiver of subrogation provisions.

Each Owner shall obtain a homeowner's insurance policy or its equivalent to insure against loss or damage to personal property used in or incidental to occupancy of said Owner's Unit, along with such additional coverage as that Owner desires, including additional leasing or hotel expenses, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit owner's endorsement" or equivalent, covering losses to improvements and betterments to the Unit made or acquired at the expense of the Owner. Duplicate copies of any such policy or policies procured by an Owner or his mortgagee shall be furnished to the Association upon request.

Each Owner who leases or rents its Unit shall ensure that prior to occupancy by the tenant, that renter's insurance policy is obtained for that Unit prior to the renter's occupancy of the Unit. Such policies will contain such coverages as determined by the Owner and/or the tenant, or in such minimum amounts as authorized by the Board from time to time.

4. **Dogs.** Article VII, Section 8 shall be appended to add an additional paragraph as follows:

No person may have at or bring to the Property any dog weighing more than fifty pounds, nor are any of the following breeds permitted at any time: Rottweiler, mastiff, pit bull (including pit bull mixes), Staffordshire terrier, Staffordshire bull terrier, American pit bull terrier, or wolf hybrids. The preceding sentence shall be enforced prospectively as to the Property such that any dogs which presently reside at the Property shall be "grandfathered" for the life of the dog or until the dog's owner no longer resides at the Property. Any owner of a dog must, within thirty days after the effective date of this Amendment, registers the dog with the the Association to prevent that dog's owner from being found in violation hereof.

5. **Parking Locations.** Article VII, Section 4 shall be appended to add the additional paragraphs as follows:

The parking lot situated upon Church Street N.W. ("Church Street Lot") abuts the commercial component of the Condominium and Commercial Unit Owners and their customers will be given first priority for its use. The Church Street Lot shall be used by Residential Unit Owners, their tenants, invitees and licensees only as overflow parking when the Locust Street Lot is at capacity.

The parking lot situated upon Locust Street N.W. and Peachtree Avenue N.W. ("Locust Street Lot") abuts the residential components of the Condominium and Residential Unit Owners and their tenants, invitees and licensees will be given first priority for its use. The Locust Street Lot shall be used by Commercial Unit Owners and their customers only as overflow parking when no other parking is available in the Church Street Lot.

Hardship exemptions to the parking priorities above may be requested in writing and will be granted for good cause shown. Any Owner or tenant in violation of the parking priorities will be given a first warning by the placement of a sticker or other conspicuous, written warning of the violation, and thereafter any continued violation will subject the Owner to a hearing and possible fines or suspension of privileges. Owners will be responsible for ensuring their tenants abide by the priorities above. Nothing herein shall constitute a reallocation or other transfer of any Common Elements or Limited Common Elements.

6. Water Leaks and Water Pipes. Article XII, Section 2 shall be appended by adding the following paragraphs:

Consistent with the Declaration and the Act, Owners will be responsible for any damage to their Units from water damage, regardless of the source of the water. Owners should ensure at all times that their insurance coverage is sufficient to cover any damage to the Unit or its contents. Water leaks emanating from outside any Unit must be immediately reported to the Association, Owners will be responsible for regularly inspecting their Units for leaks and a failure to timely report a leak shall constitute a violation of this Declaration.

Any Unit containing multiple stories will bear responsibility for maintaining pipes located between the stories, including any leaks emanating therefrom.

7. Emergency Access. Article IX, Section 4 is hereby appended to add the following paragraph:

Owners shall be responsible for providing the Association with a key to their Units, which key will be used only for emergency access or to perform necessary repairs. If an emergency occurs and an Owner has not provided a key, that Owner will be responsible for any damage and shall be responsible for all damage resulting from the Association's costs to gain access to the Unit or damage caused by the entry and/or for locksmith costs incurred by the Association. No Owner who fails to provide a key shall have a right of action against the Association, the Board or its agents for trespass or damage resulting from a forced entry into the Unit.

8. No Other Changes. Except as amended herein explicitly or by necessary implication, the remaining provisions of the Declaration shall not be changed hereby and shall remain in full force and effect.


9. Effective Date: Miscellaneous. This document shall be effective upon recording. If any provision of this document is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and for the purposes hereof all covenants as contained herein shall be deemed to be severable each from the other without qualification.

STATE OF NORTH CAROLINA

COUNTY OF Rowan

I, a Notary Public of Rowan County, North Carolina, certify Gary L. Dye personally came before me this day and acknowledged that s/he is the President of LOCKE MILL PLAZA ASSOCIATION, INC., a North Carolina nonprofit corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 20 day of January, 2016.


NOTARY PUBLIC

My Commission Expires:

06-14-2016

(SEAL)

