

Prepared by and return to:

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AMENDMENT TO DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARPS MILL WOODS HOMEOWNERS ASSOCIATION, INC.

This Amendment is made as of the date set forth in the notary acknowledgment herein by HARPS MILL WOODS HOMEOWNERS ASSOCIATION, INC., a North Carolina corporation (hereinafter “Association”).

WITNESSETH:

WHEREAS, the Declaration of Master Covenants, Conditions and Restrictions for Harps Mill Woods Homeowners Association, Inc. (hereinafter “Phase One Declaration”) were executed and recorded at Book 6488, Page 626 in the Office of the Wake County Register of Deeds; and

WHEREAS, Art. X, § 10.1 of the Declaration provides that the Declaration may be amended by “the Owners of not less than seventy-five percent (75%) of the lots[;]” and

WHEREAS, N.C. Gen. Stat. § 47F-2-117 provides that the Declaration may be amended by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated, or any larger majority the declaration specifies; and

WHEREAS, the Board of Directors and lot owners of lots to which at least seventy-five percent of the allocated votes in the Association wish to amend the Declaration as specified below;

NOW, THEREFORE, the Board of Directors for the Association has resolved, and the members required by the Declaration and North Carolina law have affirmatively voted, that the Declaration be amended as follows:

1. Art. III, § 3.10 of the Declaration is hereby added to the Declaration, to include the following language:

Section 17. Leasing. No Lot shall be rented or leased unless pursuant to the following provisions:

- (a) All leases within the Association must be in writing. A copy of such writing shall be submitted to the Association’s Board of Directors no less than thirty (30) days prior to the beginning of the lease term contemplated by the writing, and shall be approved in writing by the Board of Directors prior to the beginning of the

contemplated lease. The writing shall provide at minimum that the tenant(s) and all guests, agents, invitees, and representatives thereof are required to fully observe and comply with the Declaration, Bylaws, and rules and regulations of the Association, and that the same may be enforced against the tenants as if the tenant were a Member of the Association. All Owners of leased properties shall provide current contact information, including a telephone number, email address, and mailing address, to the Association's Board of Directors prior to leasing their respective properties. Said contact information shall be kept current by Owners of leased properties.

- (b) Owners of leased Properties will remain liable for any damages to Common Areas and Limited Common Areas caused by tenants of said Owners. Owners of leased Properties shall also remain liable for any fines assessed by the Association resulting from actions or omissions of their respective tenants.
- (c) No Property may be leased for a term of less than six (6) months.
- (d) No more than a total of fifteen percent (15%) of the Lots within the Association may be rented or leased at any time. Once the maximum number of leases is reached as contemplated herein, all additional lease agreements shall be null, void, and of no legal effect. This restriction and limitation may be waived by affirmative vote of no less than two-thirds (2/3) of the Board of Directors upon a showing of unique, actual and imminent hardship by the applying Owner. Said hardship may include, but is not limited to, the home being publicly listed for sale for 365 consecutive days. In the event that such a hardship waiver is granted, the waiver shall be in effect for no more than one calendar year.

2. All other portions of the Declaration shall remain unchanged and in full force and effect.

Any lease of a Lot within the Association which is in effect as of the date of this Amendment's recording shall not be subject to the provisions of this Amendment. Upon the expiration of the term of such lease, however, all lease agreements commencing subsequent to said recordation date shall be subject to the provisions of this Amendment.

IN WITNESS THEREOF, the Association has caused this instrument to be executed under seal on this the ____ day of _____, 20 ____.

SIGNATURE PAGES TO FOLLOW

Lot Owner(s)

_____ (SEAL)

_____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public in and for the county and state aforesaid, do certify that the following named person(s) appeared before me this day and acknowledged that he/she executed the foregoing document for the purposes herein expressed: _____ .

Witness my hand and seal this the ____ day of _____, 20 ____.

Notary Public

Printed Name: _____

My commission expires: _____
(NOTARY SEAL)