

WAKE COUNTY, NC 96
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
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Return to:

The Landings at Pine Creek Townhome Association, Inc.
Jordan Price Law Firm
Attn: Jon Carr
1951 Clark Avenue
Raleigh, North Carolina 27605

Prepared by:

Jon P. Carr
Jordan Price Law Firm
1951 Clark Avenue
Raleigh, North Carolina 27605

Grantor Index:

The Landings at Pine Creek Townhome Association, Inc.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LANDINGS AT PINE CREEK**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for The Landings at Pine Creek is made the 6th day of November, 2019 by The Landings at Pine Creek Townhome Association, Inc. pursuant to the written consent of the Lot Owners.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Landings at Pine Creek was recorded on or about 28 April 1999 in Book 8300, Page 2252 of the Wake County Registry (the "Declaration");

WHEREAS, Article XI, Section 3 of the Declaration provides that the said Declaration may be amended by a written instrument signed by not less than seventy five percent (75%) of the Lot Owners;

WHEREAS, The North Carolina Planned Community Act, specifically, G.S. 47F-2-117, applies to this Association and its restrictive covenants and permits the Declaration to be amended only by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent of the votes in the association are allocated, or any large majority the Declaration specifies;

WHEREAS, the Association, by authority of its Board of Directors, submitted a Written Consent of Lot Owners to Amend Declaration "(Written Consent)" to all of the Lot Owners;

WHEREAS, the Lot Owners have given their written consent and agreement to the Amendment and a Certificate of Adoption is attached hereto as Exhibit A and incorporated by reference herein; and

WHEREAS, the Written Consents signed by the Lot Owners of lots to which not less than 75% of the votes in the Association are allocated are attached to the Certificate of Adoption.

NOW, THEREFORE, the undersigned does hereby declare as follows:

1. Article IX, Section 7 of the Declaration is hereby amended to read as follows:

"9.7. Leasing.

(a) No Lot or any portion of the Improvements thereon shall be leased for transient or hotel purposes, except that an Owner may lease not less than the entire residential structure on its Lot; provided that each lease must be in writing, must be for a period of not less than ~~ninety (90) days~~ one year, and must provide that it is subject to this Declaration and the Bylaws and that any failure by a tenant to comply with such shall be a default under the lease. Failure to include this provision of the lease shall not relieve the tenant from complying with the Declaration and the Bylaws.

(b) No more than fifteen percent (15%) of the total number of Lots subject to this Declaration shall be leased at any time. Prior to leasing a Lot, the Lot Owner shall apply to the Board of Directors for the Association for written permission to enter into a lease. The Board of Directors shall maintain a list of Lots that are leased, and the terms of the respective leases, for the purpose of determining the number of Lots that are subject to a lease at any given time. If the number of Lots subject to a lease reaches the 15% limit, the Board of Directors shall maintain a waiting list and manage such list so that in the event a Lot is no longer subject to a lease, permission to lease may be granted to the next Lot Owner on the waiting list.

on a first-come, first-served basis. A Lot Owner shall not lease his townhome without the express written permission of the Board of Directors. Lots that are "grandfathered" pursuant to subsection 9.7(c) of this Declaration shall be included within the total number of Lots that are leased, regardless of whether a Lot Owner provides a copy of the executed lease agreement to the Association or not.

(c) Notwithstanding Section 9.7(b) of this Declaration, any Owner of a Lot that is subject to a lease as of the date of recordation of the Amendment in the Wake County Registry to amend this Section 9.7 of this Declaration (the "Amendment") may continue to lease the Lot to the lessee of the Lot as of the date of the recordation of the Amendment for the remainder of the lease term and is not required to comply with the Amendment for the term of that lease, provided that such Lot Owner provides a copy of the executed lease agreement to the Association within 30 days after the Association issues a written request to all Lot Owners to provide any such copy of the executed lease agreement to the Association; the Board of Directors shall issue such a written request. Any Owner of a Lot that is subject to a lease as of the date of recordation of the Amendment who complies with this Section 9.7(c) of the Declaration shall be deemed to have a "grandfathered Lot" for the remainder of the lease term. A grandfathered Lot shall be exempt from the 15% cap with respect to the lease agreement in place at the time of the recordation of the Amendment. At such time as a grandfathered Lot is no longer leased to the lessee of the Lot as of the date of the recordation of the Amendment, said Lot shall become subject to the 15% cap and waiting list as provided in Section 9.7(b) of this Declaration and shall otherwise be subject to, and required to comply with, the remainder of this Section 9.7. Any lease by a Lot Owner to that Lot Owner's immediate family shall not be counted as a Lot subject to a Lease for purposes of determining the number of Lots subject to a lease at any time provided that the Lot Owner provides a copy of the lease to the Association and informs the Association in writing of the names of the immediate family members on the lease and their relationship to the Lot Owner; for purposes of this paragraph, the term "immediate family" shall mean and be limited to parents, children, sisters and brothers of the Lot Owner.

(d) Any Owner desiring to lease his Lot shall present such request in writing to the Board of Directors and shall include a copy of the proposed lease. The Board of Directors shall promptly consider written requests for permission to lease a Lot. The subletting or subleasing of Lots is prohibited.

(e) A copy of any executed lease agreement shall be filed with the Board of Directors within thirty (30) days of the date of signing such agreement or the date the lessee first takes up occupancy, whichever occurs first. The Board of Directors may from time to time request in writing that a Lot Owner confirm in writing to the Board whether the Lot is or is not subject to a lease and a Lot Owner shall provide a copy of the executed lease to the Board of Directors, regardless of whether the Lot Owner has previously submitted a copy of that executed lease agreement.

(f) The Board of Directors, in its sole discretion, may waive any of the requirements of this Section 9.7 for demonstrated hardship conditions shown by the Lot Owner. Prior to waiving any such requirement, the Board of Directors shall give notice of its proposed action to do so to the Lot Owners who are on the waiting list and allow written comments of those Lot Owners to be submitted to the Board by a date certain, which date shall be prior to any action by the Board of Directors to grant a waiver under this Section 9.7(f). Any such waiver shall be in writing."

2. This amendment shall be effective upon recordation in the Office of the Wake County Registry.

3. Except as specifically amended herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the undersigned Association has executed this Amendment on the date first above written.

THE LANDINGS AT PINE CREEK TOWNHOME ASSOCIATION, INC.

By Carl R. Howell
President

ATTEST:

Nancy C. Morgan
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Catherine G. Holmes, a Notary Public of the County and State aforesaid, certify that Nancy C. Morgan, personally came before me this day and acknowledged that he/she is Secretary of The Landings at Pine Creek Townhome Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by its Secretary.

Witness my hand and official stamp or seal, this 6th day of November, 2019.

Catherine G. Holmes
Notary Public

My commission expires: May 28, 2023

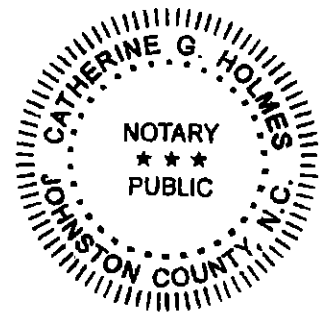


EXHIBIT A

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LANDINGS AT PINE CREEK

By authority of its Board of Directors, The Landings at Pine Creek Townhome Association, Inc. certifies that the written consent and agreement to the foregoing Amendments has been given by the Owners of not less than seventy-five percent (75%) of the Lots in the Property and therefore the foregoing Amendments are a valid amendment to the Declaration recorded at Book 8300, Page 2252 of the Wake County Registry.

In furtherance thereof, there are a total of 68 Lots; a total of 51 Written Consents were signed in agreement with the foregoing amendments to the Declaration; and attached hereto and are those Written Consents.

THE LANDINGS AT PINE CREEK TOWNHOME ASSOCIATION, INC.

By Carl R. Howell
President

ATTEST:
Nancy C. Morgan
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Catherine G. Holmes, a Notary Public of the County and State aforesaid, certify that Nancy C. Morgan, personally came before me this day and acknowledged that he/she is Secretary of The Landings at Pine Creek Townhome Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing certificate was signed in its name by its President and attested by its Secretary.

Witness my hand and official stamp or seal, this 6th day of November, 2019.

Catherine G. Holmes
Notary Public

My commission expires: May 28, 2023

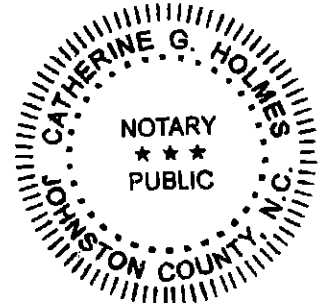


EXHIBIT B

(Written Consent of Lot Owners to Amend Declaration)

NOT FOR INDEXING