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NEW HANOVER COUNTY, NC

TAMMY THEUSCH BEASLEY

REGISTER OF DEEDS

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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE VILLAGE AT SUMMERSET

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE VILLAGE AT SUMMERSET

("Amendment") is made this 28th day of December, 2016, by The Village at Summerset HOA, Inc., a North Carolina nonprofit corporation (the "Association").

RECITALS:

A. Edith H. Patelos caused to be recorded the Declaration of Covenants, Conditions and Restrictions of Phase I, The Village at Summerset in Book 3933 at Page 400 in the office of the Register Deeds of New Hanover County, North Carolina (said document as amended and supplemented is referred to herein as the "Summerset Declaration").

B. Summerset at Wrightsville, LLC recorded the Declaration of Covenants, Conditions and Restrictions of Phase IA, Pointe Summerset at Wrightsville in Book 2397 at Page 181 in the office of the Register of Deeds of New Hanover County, North Carolina (said document as amended and supplemented is referred to herein as the "Pointe Summerset Declaration").

C. Pursuant to the Plan of Merger adopted on February 20, 2014 by the members of Pointe Summerset Home Owners' Association and members of The Village at

Prepared by **WARD AND SMITH, P.A.**, University Corporate Center, 127 Racine Drive, Post Office Box 7068, Wilmington, NC 28406-7068

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Attention: Adam M. Beaudoin

Summerset HOA, Inc., Pointe Summerset at Wrightsville and The Village at Summerset were consolidated into a single planned community.

D. After the merger, the Summerset Declaration and Pointe Summerset Declaration were amended and restated in their entirety by the Declaration of Covenants, Conditions, Easements and Restrictions for Village at Summerset recorded in Book 5802, at Page 2560 in the office of the Register of Deeds of New Hanover County, North Carolina (said document as amended and supplemented is referred to herein as the "Declaration").

E. Pursuant to Article 18, Section 18.2 of the Declaration, the Declaration may be amended with the affirmative vote of Owners to which at least sixty-seven percent (67%) of the total votes in the Association are allocated.

F. The Board of Directors of the Association (the "Board of Directors") approved, and adopted the amendment hereinafter set forth amending the Declaration, and resolved the same be submitted to a vote of the Lot Owners.

G. Owners to which at least sixty-seven percent (67%) of the total votes in the Association are allocated voted to adopt the amendment to the Declaration as proposed by the Board of Directors.

NOW, THEREFORE, pursuant to the authority above identified and recited, Association and Lot Owners do hereby amend the Declaration as follows:

1. Exhibit B, Paragraph 5 is deleted in its entirety and restated as follows:

5. Leasing of Lots by Owners. Nothing contained herein shall prohibit the leasing or subleasing of a Lot; provided, however, that:

(a) No Lot shall be leased for a period of less than twelve (12) consecutive calendar months.

(b) All leases for any Lot shall be in writing signed by the Owner and the tenant.

(c) All leases shall be in such form, and contain such provisions, as approved by the Board, including provisions (a) requiring the tenant to comply with the Association Documents, (b) providing that the failure of any tenant under a lease to comply with the Association Documents shall constitute an event of default under the lease, and (c) providing that the Board may exercise any and all remedies for a default under the Association Documents

against the Owner and the tenant under the lease including, without limitation, the right to remove a tenant from possession of a Lot by judicial process or otherwise.

(d) No structure on any Lot other than the Dwelling Unit may be leased or otherwise occupied, and no fraction or portion of any Lot may be leased separately from any other portion of the Lot.

(e) A true executed copy of any lease for a Lot shall be provided to the Association prior to the occupancy by the tenant of such Lot.

(f) No Lot shall be leased until the Owner has been the record owner for a least twelve (12) consecutive months ("Waiting Period"); provided, however, any current Owner that is leasing their Lot at the time they sell their Lot may transfer the lease without the new owner having to satisfy the Waiting Period.

Beginning twelve (12) months from the date of this Declaration, the Board may also adopt reasonable rules and regulations regarding leasing which may include, but are not limited to, (a) the imposition of a fee to the Owner leasing the Lot equal to the costs of administration and ensuring compliance incurred by the Association with the restrictions and rules and regulations relating to leasing, and (b) prohibiting or restricting the leasing of more than twenty percent (20%) of the Lots at any one time within the Property.

"Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner, or the Immediate Family of the Owner, for which the Owner receives, or the tenant provides, any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. As used in these Initial Use Restrictions, "Immediate Family" shall mean the parents, grandparents, children, and grandchildren of such Owner.

2. Except as expressly provided in the paragraph above, the terms and provisions of the aforesaid Declaration shall continue in full force and effect according to the terms of the same as modified hereby.

[The rest of this page intentionally is left blank. A signature page follows.]

IN TESTIMONY WHEREOF, the Association, acting pursuant to the authority above recited, has caused this Amendment to be executed under seal and in such form as to be legally binding, effective the day and year upon recording this Amendment in the office of the Register of Deeds of New Hanover County, North Carolina.

THE VILLAGE AT SUMMERSET HOA, INC.,
a North Carolina nonprofit corporation

By: Carlus G. McKeel
Carlus McKeel, President

STATE OF North Carolina
COUNTY OF New Hanover

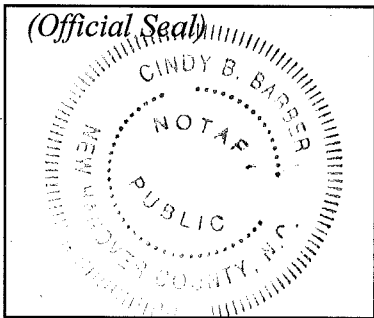
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Carlus McKeel, President of The Village at Summerset HOA, Inc.

Date: 12/29/2016

Cindy B. Barber
Signature of Notary Public

Cindy B. Barber
Notary's printed or typed name

My commission expires: Dec. 1, 2017



Notary seal or stamp must appear within this box.

TAMMY THEUSCH
BEASLEY
Register of Deeds

New Hanover County

Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7751



State of North Carolina, County of NEW HANOVER
Filed For Registration: 12/29/2016 03:50:02 PM
Book: RB 6027 Page: 1994-1998
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Recorder: CAROLYN JOHNSON
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