

**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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Office Box 7068, Wilmington, NC 28406-7068
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 S. McKeel
Carlus McKeel, President

STATE OF North Carolina
COUNTY OF New Hanover

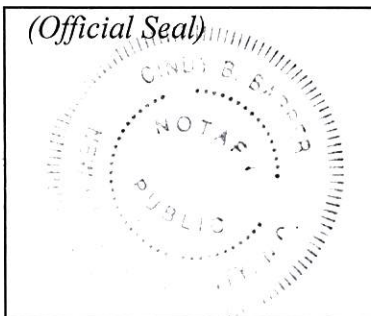
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Carlus McKeel, President of The Village at Summerset HOA, Inc.

Date: 12/29/2014

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.

FIRST AMENDMENT TO AMENDED AND RESTATED BYLAWS OF
THE VILLAGE AT SUMMERSET HOA, INC.

THIS FIRST AMENDMENT TO AMENDED AND RESTATED BYLAWS OF THE VILLAGE AT SUMMERSET HOA, INC. ("Amendment") is made as of this 15th day of November, 2016 by The Village at Summerset HOA, Inc., a North Carolina nonprofit corporation ("Association").

RECITALS:

A. The Association adopted Amended and Restated Bylaws of the Village at Summerset HOA, Inc. ("Bylaws") on March 20, 2014.

B. The Association, pursuant to Article 11 of the Bylaws, may amend the Bylaws upon the approval of the Board of Directors and the affirmative vote of the members casting a majority of the total votes of the members of the Association.

C. The Board of Directors has approved the amendments proposed herein and the Association has obtained the affirmative vote of the members casting a majority of the total votes of the members of the Association.

NOW THEREFORE, the Association, pursuant to Article 11 of the Bylaws, does hereby amend the Bylaws as follows:

1. Section 4.1(a) of the Bylaws is deleted in its entirety and restated as follows:

(a) Election of Directors. The number of directors of the Association shall be not less than three (3) and not more than seven (7) as from time to time may be fixed or changed within said minimum and maximum by the members or the Board of Directors. All members of the Board shall be Owners of Lots. The directors shall be elected at the annual meeting of members and those persons who receive the highest number of votes by the members entitled to vote in the election at a meeting at which a quorum is present shall be deemed to have been elected.

2. Section 4.1(b) of the Bylaws is deleted in its entirety and restated as follows:

(b) Terms of Directors. At the 2017 membership meeting, the directors shall be divided into three (3) classes, as nearly equal in number as may be, to serve in the first instance for terms of one (1) year, two (2) years, and three (3) years, respectively, and until their successors shall be elected and shall qualify, and thereafter the successors in each class of directors shall be elected to serve for terms of three (3) years and until their successors shall be elected and shall qualify. In the event of any increase in the number of directors, the additional directors shall be so classified such that all classes of directors shall be increased equally, as nearly as may be, and, in the event of any decrease in the number of directors, all classes of directors shall be decreased equally, as nearly as may be. Except as specifically provided above, each director shall hold office for a term of three (3) years or until such director's death, resignation, retirement, removal or disqualification. Despite the expiration of a director's term, the director continues to serve as such until the director's successor is elected and qualifies, or there is a decrease in the number of directors. The term of the first Board of Directors elected by the membership at the 2017 annual meeting of the members shall be staggered as follows: The nominee receiving the most votes shall be elected for a term of three (3) years; the nominee receiving the next highest number of votes shall be elected for a term of two (2) years; and the nominee receiving the third highest number of votes shall be elected for a term of one (1) year. Except for directors elected to fill a vacancy (who shall hold until the expiration of the term of the person they are replacing), all directors elected by member vote after the 2017 annual meeting of the members shall hold office for a term of three (3) years. All ties will be broken by coin toss.

3. Except as expressly provided in the paragraphs above, the terms and provisions of the aforesaid Bylaws shall continue in full force and effect as the same are modified hereby.

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 first above written.

THE VILLAGE AT SUMMERSET HOA, INC.
(SEAL)

By: 

Carlus McKeel, President

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