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FOR REGISTRATION REGISTER OF DEEDS
JENNIFER H. MACNEISH
NEW HANOVER COUNTY, NC
2012 JUL 17 03 30 59 PM
BK 5656 PG 347-351 FEE \$26 00

INSTRUMENT # 2012023806

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
ASHTON TOWNHOME

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHTON TOWNHOME (this "Amendment") is made as of this 10th day of July, 2012, by ASHTON TOWNHOME ASSOCIATION, INC , a North Carolina nonprofit corporation (the "Association").

RECITALS.

A The Association is the owner's association for the planned community created by that certain Declaration of Covenants and Restrictions for Ashton Townhome recorded on May 2, 1995, in Book 1878, at Page 510, in the office of the Register of Deeds of New Hanover County, North Carolina, and all amendments thereto recorded in the office of the Register of Deeds of New Hanover County, North Carolina (as so amended, the "Declaration")

B Pursuant to Article XII, Section 3 of the Declaration, the Declaration may be amended by the affirmative vote of Owners representing sixty-seven percent (67%) of the total votes in the Association

C. The Board of Directors of the Association ("Board of Directors"), by a unanimous affirmative vote, approved and adopted the amendment hereinafter set forth amending the Declaration, and resolved that the same be submitted to a vote of the Owners via

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

Please return to **WARD AND SMITH, P.A.**, University Corporate Center, 127 Racine Drive, Post Office Box 7068, Wilmington, NC 28406-7068
Attention: Justin M Lewis

written ballot in accordance with N C Gen Stat. § 55A-7-08. The written ballot was required to be returned no later than July 6, 2012

D Owners representing at least sixty-seven percent (67%) of the total votes in the Association voted by written ballot returned no later than July 6, 2012 to adopt the Amendment to the Declaration as proposed by the Board of Directors and hereinafter set forth

NOW, THEREFORE, the Association, acting pursuant to the provisions of Article XII, Section 3 of the Declaration, does hereby declare that the Declaration shall be and hereby is amended as specifically hereinafter set forth.

1. Unless otherwise defined herein, the capitalized terms in this Amendment shall have the same meanings as provided in the Declaration

2. The following new Section 12 is hereby inserted at the end of Article X
Section 12 Leasing of Living Units Nothing contained herein shall prohibit the leasing or subleasing of a Living Unit; provided, however, that:

(a) No Living Unit shall be leased for a period of less than twelve (12) consecutive calendar months without the prior written consent of the Board

(b) All leases for any Living Unit 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 requiring the tenant to comply with the Association's Declaration of Covenants and Restrictions, Bylaws, Articles of Incorporation, and Rules and Regulations

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

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

The Board may also adopt reasonable rules and regulations regarding leasing.

"Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Living Unit 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. As used herein, the term "Immediate Family" shall mean the parents, grandparents and children of such Owner. The provisions of this Section are enforceable in accordance with Section 5 of Article XII of this Declaration

3. Notwithstanding anything to the contrary contained in this Amendment or the Declaration, with respect to any Living Unit which is leased (as defined in paragraph 2 above) on the effective date of this Amendment (an "Existing Lease"), the following shall apply:

A Living Unit subject to an Existing Lease as evidenced by the Association's record of leased Living Units as of the effective date of this Amendment shall be temporarily exempted from the provisions of Section 12 of the Declaration, until the Existing Lease expires.

4 This Amendment shall be effective when recorded in the office of the Register of Deeds of New Hanover County, North Carolina.

[Signature Page Follows]

The undersigned officer certifies on behalf of the Association that this Amendment was duly adopted as aforesaid and that the Declaration is amended as herein set forth.

ASHTON TOWNHOME ASSOCIATION, INC.
a North Carolina nonprofit corporation

By: Roger Ryan
Name: Roger Ryan
Title: President

New Hanover COUNTY, North Carolina STATE

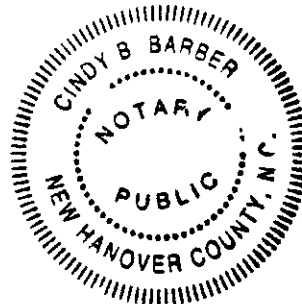
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Roger Ryan
(insert name(s) of signer(s)).

Date 07/10/2012

Cindy B. Barber
Signature of Notary Public

My commission expires: Dec. 1, 2012

(Official Seal)



ND. 4836-7275-7775, v 1



JENNIFER H. MACNEISH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

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5 PGS \$26.00

Recorder: CARTER, CAROLYN

State of North Carolina, County of New Hanover

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