

WAKE COUNTY, NC 35
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/12/2022 11:01:38

BOOK:019219 PAGE:00023 - 00027

Title: Amendment to Declaration of Covenants, Conditions and Restrictions for
Stonehenge XI Phase 1, Homeowners Association, Inc.
Raleigh NC

Address: Stonehenge XI Homeowners Association, Inc.
7474-181 Creedmoor Road
Raleigh, NC 27613

Contact: James A Bennett, President
Email: jbennettpg@gmail.com
Phone: 919.819.2750

State of North Carolina
County of Wake

Original Reference: Declaration of Covenants,
Conditions and Restrictions for
Stonehenge XI Phase One, Homeowners Association, Inc.
Original Deed Book 3522 Page 879 to 893.
Recorded in Book of Maps July 26, 1985, Page 1305, Wake County Registry

**Amendment to Article IX, to add new Section 4,
Entitled "Lease of Lots".**

This Declaration, made on the date hereafter set forth by Stonehenge XI Phase One Homeowners Association, Inc. a North Carolina corporation, hereafter referred to as the "Declarant".

Section 4. Lease of Lots

- (a) For purposes of this Section, "Leasing" shall be defined as allowing a single-family unit of occupants to reside on a Lot for any consideration. Leasing shall also include leasing with an option to purchase or contracts for deed whereby the current occupant is not the Owner of the property.
- (b) All leases shall be in writing and shall provide that they are subject to all terms of the Articles of Incorporation, Declaration (as amended), Bylaws, Book of Resolutions and Rules and any other governing documents (i.e., policy or HOA Board directives) of the Association. Leases shall provide that failure to comply with all terms of the Articles of Incorporation, Declaration (as amended), Bylaws or rules of the Association shall constitute a default under the lease for which the lease may be terminated.
- (c) No lease shall be for a period of less than twelve (12) months (i.e., 365 days), and Owners shall be prohibited from advertising or otherwise holding their Lot out for leases or occupancy for less than twelve (12) months. Owners with leases that are broken or terminated shall be prohibited from entering into a new lease agreement until the original twelve (12) month lease would have expired. No Lot may be leased except in its entirety. Sub leasing and assignment of leases are prohibited.
- (d) Notwithstanding any other provisions of the Articles of Incorporation, Declaration, Bylaws, or Rules and Regulations of the Association, for each Lot that is conveyed to a new Owner(s) any time after the date of recording of this Amendment, that Owner shall be prohibited from leasing or renting their Lot until they have owned the Lot for a period of at least twelve (12) consecutive months (the "waiting period"). Conveyance of a Lot by an Owner to a legal

entity in which the Owner is a principal, or acquisition of a Lot as a result of the death of an Owner, by probate or other means of inheritance, evidence of which shall be provided to the Association, shall not be deemed an interruption of the twelve (12) month waiting period, nor shall it necessitate a new waiting period if the Owner had already satisfied the ownership obligation. In the event that a Lot is leased for any period of time in violation of this mandatory waiting period, the waiting period shall be immediately tolled and any time which elapses while the unpermitted lease remains in effect shall not count toward satisfaction of the waiting period.

- (e) Any Owner leasing their Lot shall provide the Association with a copy of the lease within seven (7) days of the Lot being initially rented, and within seven (7) days upon any renewals or subsequent lease. To the extent that any Owners are currently renting their Lot at the time that this Amendment is recorded, those Owners shall provide to the Association a copy of the current lease within seven (7) days after the recording of this Amendment, and within seven (7) days of any renewals or subsequent lease. Along with any copy of a lease provided to the Association, the Owner shall provide current contact information for themselves and contact information for each adult tenant of the family.
- (f) Before commencing any new lease or any renewal or subsequent lease, the Owner must obtain written approval from the Board of Directors to lease the Lot. Approval shall be given so long as (1) the Owner has owned the Lot for at least twelve (12) months as required in subsection (d) above, and (2) the lease is for a term of at least twelve (12) months. Reasonable evidence shall be provided to the Board of Directors.
- (g) At no time shall an owner or tenant lease or sub lease a lot to multiple tenants not of the same family unit for the purpose of occupancy, to conduct a business or to provide storage of goods or products for the purpose of distribution as a business or a non-business.
- (h) The Association Board of Directors shall be entitled to adopt additional reasonable rules as allowed in the "Book of Resolutions" to assist in the administration of these terms. The Association Board of Directors shall have the right to levy fines and penalties as allowed under the Bylaws, against any owner that fails to comply with this Article and Section.

**Certification of Validity of Amendment to Covenants, Conditions and Restrictions of
Stonehenge XI**



By authority of the Board of Directors, Stonehenge XI Homeowners Association, Inc., hereby certifies that the foregoing instrument has been executed by the owners of 84 percent of the Lots that voted of the Stonehenge XI and is, therefore, a valid amendment to the existing Covenants, conditions, and restrictions of Stonehenge XI. In witness whereof, the undersigned, being the Declarant herein, has executed this instrument this the 9 day of Dec. 2022 by the authority of the Board of Directors.

By: James A. Bennett President 12-9-2022 Date
James A. Bennett, PG

Attest: Karen Murdock Secretary 12-9-2022 Date
Karen Murdock

NOTARIZATION

N.C. State

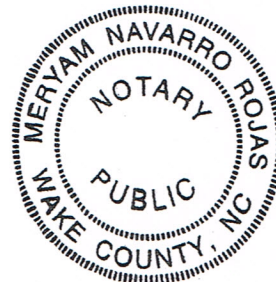
Wake COUNTY

I, Meryam Navarro Rojas, a Notary Public of said County and State, do hereby certify that Karen Murdock personally appeared before me this day and acknowledged that she is Secretary of Stonehenge XI Phase One Homeowners Association, Inc., a North Carolina Corporation, and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President James A. Bennett, sealed with the corporate Seal, and attested by herself as its Secretary.

Witness my hand and notarial seal this 9 day Dec. 2022.

Meryam Navarro Rojas
Notary Public

My Commission Expires: 04-19-2026





BOOK:019219 PAGE:00023 - 00027

Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

**Tammy L. Brunner
Register of Deeds**

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

5 # of Pages

ER