

WAKE COUNTY, NC 15
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/27/2023 11:33:37

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Return to: Deborah C. Nelson
932 Blenheim Drive
Raleigh, NC 27612

Plans filed in CM1971-00001, Condominium File #1

AMENDMENT TO
DECLARATION OF INTENTION TO SUBMIT
PROPERTY TO THE PROVISIONS OF CHAPTER 47A
OF THE NORTH CAROLINA GENERAL STATUTES
FOR
BLENHEIM PLACE CONDOMINIUM
(FORMERLY 1000 WELLINGTON CONDOMINIUM)
WAKE COUNTY, NORTH CAROLINA

This Amendment to the Declaration of Intention to Submit Property to the Provisions of Chapter 47A of the North Carolina General Statutes for Blenheim Place Condominium (formerly 1000 Wellington Condominium), made 23rd day of April, 2023, by the Blenheim Place Condominium Association, Inc. (the "Association").

RECITALS:

WHEREAS, W.T. Wilson & Associates, B.A. Jones, Trustee, and First Federal Savings and Loan Association of Raleigh filed a Declaration of Intention to Submit Property to the Provisions of Chapter 47A of the North Carolina General Statutes for the 1000 Wellington Condominium on August 6, 1971, which was recorded in Book 2011, Page 332, Wake County Registry (the "Original Declaration");

WHEREAS, the Original Declaration was amended by an amendment recorded on May 23, 1973 in Book 2161, Page 182, Wake County Registry (the "First Amendment"), which, among other matters, changed the name of the condominium from 1000 Wellington Condominium to Blenheim Place Condominium;

WHEREAS, the Bylaws of the Association, which were attached as Exhibit B to the Original Declaration, were amended by amendments recorded in Book 2235, Page 575, Book 2235, Page 576, Book 2433, Page 651, Book 3100, Page 219, Book 6862, Page 94 and Book 8476, Page 2321, Wake County Registry, and were amended and restated in their entirety by an amendment recorded on April 28, 2021 in Book 18475, Page 1485, Wake County Registry;

WHEREAS, the Original Declaration and the First Amendment are jointly referred to herein as the "Declaration";

WHEREAS, the Unit Owners in the Condominium desire to adopt certain rules with respect to renting Units in order to sustain the sense of community in the Condominium and to ensure adequate maintenance of Units and Limited Common Areas; and

WHEREAS, in accordance with Article (18) of the Declaration, the Declaration may be amended by the vote of at least 66 2/3% in number and in common interest of all Unit Owners held at a duly called meeting in accordance with the Bylaws of the Association.

NOW THEREFORE, upon the vote of 96.7% of the Unit Owners and of Unit Owners holding 97.38% of the common interest at the duly called annual meeting of members on April 20, 2023, the Declaration is hereby amended to delete Article (7) in its entirety and to replace it with the following:

(7) USE. (a) The buildings and each of the Units shall be used for residential purposes only.

(b) Units may be leased or rented, subject to the following restrictions and requirements:

(i) The minimum term for any lease shall be six (6) months.

(ii) A lease must be for occupancy of the entire Unit. Renting a portion of a Unit is prohibited.

(iii) A new Unit Owner must own the newly-acquired Unit for a minimum of eighteen (18) consecutive months from the date of acquisition before it can be leased.

(iv) Any lease of a Unit must be in writing and must include a provision that requires the lessee(s) to abide by the Conduct Rules (also called Community Rules) adopted pursuant to the Bylaws.

(v) If a Unit Owner enters into a lease agreement with a lessee for a Unit, the Unit Owner must provide the Board of Directors a copy of the fully executed lease within two (2) weeks of its execution.

(c) Use of buildings, Units and Common Areas is further restricted by the Bylaws of the Association and rules adopted in accordance with the Bylaws, which apply to Unit Owners, lessees and occupants of Units.

Defined terms set out in this Amendment shall have the same meanings as defined in the Declaration or the Amended and Restated Bylaws of the Association. Except as amended herein, the Declaration shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by authority duly given as of the day and year first above written.

BLenheim PLACE CONDOMINIUM ASSOCIATION, INC.


Deborah C. Nelson, President

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of the Blenheim Place Condominium Association, Inc., a North Carolina nonprofit corporation; and

That the foregoing Amendment to the Declaration of the Blenheim Place Condominium was duly adopted at a meeting of the Members of the Association held on the 20th day of April, 2023.

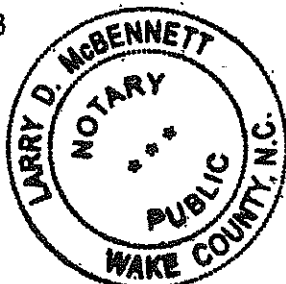
IN WITNESS WHEREOF, I have hereunto subscribed my name this 23rd day of April, 2023.


Deborah C. Nelson, President

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I certify that the following person personally appeared before me this day acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Deborah C. Nelson, President

Date: 4/23/2023




Name: Larry D. McBennett
Notary Public
My commission expires: 4/20/2024