

Register of Deeds

Tammy L. Brunner
Wake County, NC

12/04/2025 09:12:02 AM

B: 020086 P: 00533 Pages: 5

Recording Fee: \$26.00

DOCUMENT # 2025093479



Prepared by and mail to:
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References: Book 3772
Page 0922
Book of Maps 1986
Page 1221

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HAMPTON
PARK TOWNHOMES

COUNTY OF WAKE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for the Hampton Park Townhomes is made this 8 day of October, 2025, by Owners of not less than two - thirds (2/3) of the Lots within the Hampton Park Townhomes.

WITNESSETH:

WHEREAS, Burchwood Development Co., a North Carolina general partnership ("Declarant") caused to be recorded a Declaration of Covenants, Conditions and Restrictions For Hampton Park Townhomes in Book 3772, Page 922 of the Wake County Registry on July 14, 1986 ("Declaration"); and

WHEREAS, Declarant also caused to be incorporated a non-profit corporation known as Hampton Park Townhome Association ("Association") with the North Carolina Secretary of State on July 14, 1986; and

WHEREAS, Article XIII, Section 3 of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots; and

WHEREAS, the Owners of not less than two-thirds (2/3) of the Lots desire to amend the Declaration as set forth below, and have provided their written consent as evidenced by the attached certification;

NOW THEREFORE, the undersigned does hereby declare that the Declaration of Covenants, Conditions and Restrictions for Hampton Park Townhomes is amended as follows:

1. The following paragraphs replace Article XIII Section 5 of the Declaration as follows:

"Owner-Occupied Properties" are defined as Units occupied solely by the Owner, the members of the family of the Owner or other guests and invitees of the Owner who occupy without the payment of rent, as the occupant's principal residence or second home. If the Owner is a trust, a beneficiary of the trust may occupy the Unit.

2. Effective with the recording of this Amendment, any Unit purchased thereafter shall be an Owner-Occupied Property as defined above.
3. Upon application by an Owner to the Board of Directors evidencing hardship, the Board, in its sole discretion, may exempt an Owner from enforcement of this Section 5 for good cause by its written approval. Such approval shall not be unreasonably withheld.
4. The procedure the Board shall follow in making the determination of hardship is set forth as follows:
 - a. The Owner of the property should write a letter to the President of the Board of Directors.
 - b. The letter should contain enough information to enable the Board of Directors to determine whether a hardship is evident.
 - c. Based on the information provided, the Board may grant permission for the Owner to lease the Unit only for a specified period of time.

d. A "hardship" as described herein shall include, but not be limited to, the following situations:

i. An Owner must relocate his or her residence outside the Wake County metropolitan area and cannot, within six months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so.

ii. An Owner dies and the Unit is being administered by his or her estate.

iii. An Owner has a medical issue that requires the Owner to live in another residential setting within or outside the Wake County metropolitan area, but intends to return to reside in the Unit within one year.

iv. An Owner takes a leave of absence or temporarily relocates out of the Wake County metropolitan area and intends to return to reside in the Unit within one year.

e. Hardship leasing permits shall be valid only as to a specific Owner and Unit and shall not be transferable to other Units or Owners. Hardship leasing permits shall be valid for a term approved by the Board, not to exceed one year. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant.

f. No Unit, whether leased or owned, shall be used for the operation of timesharing, fraction-sharing, interval ownership, membership, or similar program whereby the right to use of the Unit may be assigned to participants in the program on a fixed, floating, or by reservation time schedule, whether participants are property Owners in or members of such program. No Unit may be leased for a period shorter than one (1) year.

g. Leases and rentals shall be for or of the entire Unit.

h. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association. A copy of the lease or rental agreement shall be provided to the Association, in care of The President of the Board of Directors, upon request. All occupancy, lease and rental agreements of Units shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Declaration or Bylaws of the Association, Articles of Incorporation or the Rules and Regulations of the Association shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by

either the Association or the landlord, or by both of them.

i. Any Owner who leases a Unit shall delegate their right of enjoyment to any of the Common Areas to the members of their family, their tenants, guests, or contract purchasers who reside at their Unit; however, Owners remain responsible for any violations of the Association's governing documents by such person(s) and resulting fines or other enforcement action.

5. This provision will not prohibit the continuation of leasing of those Units within the Association which were leased prior to October 31, 2025 until any of the following conditions occur:

- a. The Owner moves into the Unit and remains in residence for at least six months;
- b. The Unit is vacant for any period longer than six months; or
- c. The property is sold.

[Certification Page to Follow]

**CERTIFICATION OF VALIDITY OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HAMPTON PARK TOWNHOMES**

By authority of the Board of Directors of the Hampton Park Townhome Association, the undersigned hereby certifies that the foregoing instrument has been duly approved by the written instrument of not less than two-thirds (2/3) of the Owners of Lots in Hampton Park Townhomes and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Hampton Park Townhomes.

HAMPTON PARK TOWNHOME ASSOCIATION

By: *Robert L. Kimbaur Jr*
President

ATTEST:

Richard Demarse
Secretary

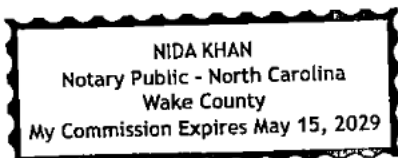
STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

I, NIDA KHAN, a Notary Public of the County and State aforesaid, certify that RICHARD DEMARSEE ROBERT KIMBAUR JR personally came before me this day and acknowledged that s/he is Secretary of Hampton Park Townhome Association and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by RICHARD DEMARSEE its Secretary.

Witness my hand and official stamp or seal, this 1 day of Dec, 2025



Nida Khan
Notary Public

NIDA KHAN
Printed Name

My Commission Expires: 5-15-2029