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WAKE COUNTY

NORTH CAROLINA

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

**HOLLY BROOK HOMEOWNERS
ASSOCIATION, INC.**

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the Holly Brook Homeowners Association, Inc. is made as of the date of signature below.

WITNESSETH:

WHEREAS, the Declarant subjected the Holly Brook subdivision (the "Property") to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 3930, Page 211 of the Wake County Registry and amendments to the same, including but not limited to the following (collectively, the "Declaration"):

- a) Book 4204, Page 210;

WHEREAS, the Declaration applies to and runs with the land described in the Plat Books and Pages of the Wake County Register of Deeds, including but not limited to the following:

- a) Book 1984, Page 329;

WHEREAS, NCGS § 47F-2-117 states that the declaration may be amended only by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated, or any larger majority the declaration specifies. The percentage required for passage per the Declaration is seventy-five percent (75%), and such approval has been obtained.

NOW THEREFORE, the Declaration for Holly Brook Homeowners Association, Inc. is amended as follows:

Article IX (“Use Restrictions”) of the Declaration is amended by adding a new § 8 to read as follows:

Section 8. Lease of Lots.

(a) For purposes of this Section, “Leasing” shall be defined as allowing 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, Bylaws and any other governing documents or rules of the Association. Leases shall provide that failure to comply with all terms of the Articles of Incorporation, Declaration, 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, and Owners shall be prohibited from advertising or otherwise holding their Lot out for leases or occupancy for less than twelve (12) months. Sub-leasing shall be 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 twenty-four (24) 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 twenty-four (24) 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 becomes effective, those Owners shall provide to the Association a copy of the current lease within seven (7) days before the effective date 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.

(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 twenty-four (24) 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) The Board of Directors shall be empowered to grant a hardship waiver when, in the Board's sole discretion, it determines that individual circumstances warrant a waiver of this provision. Factors which the Board may, but is not obligated to, consider include financial hardship, medical issues, military deployment, or job transfer.

(h) The Board of Directors shall be entitled to adopt additional reasonable rules to assist in the administration of these terms.

All other terms and conditions contained in the Declaration shall remain unchanged.

HOLLY BROOK HOMEOWNERS ASSOCIATION,
INC.

By:

Ann M. Vawter

President

Print name: Ann M. Vawter

Date: May 28, 2024

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Ann M. Vawter personally came before me this day and acknowledged that they are the President of Holly Brook Homeowners Association, Inc., and that they, as President, being authorized to do so, executed the foregoing on behalf of the Association.

WITNESS my hand and official stamp or seal, this 28th day of MAY, 2024.

Jennifer R McCallum
Notary Public

JENNIFER R MCCALLUM
Printed Name

My commission expires: 3/21/2026

Please use notary stamp.

