

BOOK: 019830 PAGE: 02310 - 02314

Prepared by and return after recording to: P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MAISONS EN MER
TOWNHOMES

WAKE COUNTY

This FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAISONS EN MER TOWNHOMES (hereinafter "Amendment") is made this 3rd day of December, 2024, with the approval of Members of the Maisons En Mer Townhome Homeowners Association, Inc. a North Carolina nonprofit corporation (the "Association"), entitled to cast at least seventy-five percent (75%) of the votes in the Association.

W I T N E S S E T H:

WHEREAS, Six Forks Townhomes Association, LLC, a North Carolina Limited Liability Company, (hereinafter "Declarant"), caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Maisons En Mer Townhomes recorded in Book 8871, Page 770 of the Wake County Registry, which was thereafter amended and supplemented of record, including via the First Amendment to Declaration recorded in Book 9275, Page 763; corrected in Book 9545, Page 916 and Book 9545, Page 941; the Second Amendment to Declaration recorded in Book 10917, Page 1003; the Third Amendment to Declaration recorded in Book 12550, Page 1561; and

WHEREAS, pursuant to Article XIII, Section 7 of the Declaration, at the current time, the Declaration may be amended by an instrument signed by not less than the Owners of seventy-five percent (75%) of the Lots; and

WHEREAS, the Owners of not less than seventy-five percent (75%) of the Lots desire to amend the Declaration as set forth below, and as evidenced by the written assent hereinunder.

WHEREAS, N.C. Gen. Stat. § 47F-2-117 provides that the Declaration may be amended by the affirmative vote or written agreement; and

Submitted electronically by "Jordan Price Wall Gray Jones & Carlton"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

WHEREAS, a meeting of the Members was held on the 3rd day of December, 2024 at which a quorum was present, and Members of the Association entitled to cast at least seventy-five percent (75%) of the votes in the Association approved the amendment set forth below;

NOW, THEREFORE, the undersigned does hereby declare that:

1. A new Section 5 is added to Article V of the Declaration.

Section 5. Leasing. No Lot may be leased or rented except pursuant to the following provisions:

- (a) Definitions. For purposes of this Section 5, the following definitions shall apply:
 - (i) "Owner-occupied" shall mean occupancy of a Lot by the Owner of record of the Lot or any parent or child of the Owner of record; occupancy by the beneficiary or trustee of any trust that is the Owner entity of record; or occupancy by a member, manager, officer, or director (or immediate family member of any of those) of any limited liability company or corporation that is the Owner entity of record. Owner-occupied shall not include occupancy of the Lot by a resident who is indirectly affiliated with any corporate Owner entity, such as a silent partner or investor.
 - (ii) "Lease" or "leased" shall refer to the regular, exclusive occupancy of a Lot by any person other than the Owner, regardless of whether such person is paying rent to the Owner.
 - (iii) "Seller" shall refer to the previous Owner of a Lot in Maisons En Mer who sold their Lot to a new Owner.
 - (iv) "Purchaser" shall refer to the buyer of the Lot that Seller intended to sell or move from within Maisons En Mer.
- (b) Owner-Occupancy Requirement. No Lot may be leased unless it has been Owner-occupied for at least twelve (12) consecutive months. The period of Owner-occupancy shall not require a continual physical presence on a year-round basis but shall require the Owner to maintain the Lot as a primary or secondary residence and not an investment property. The Board may allow leasing of a Lot where the Owner has not resided on the premises for a full twelve (12) months under demonstrated hardship conditions. The Board of Directors may enact reasonable rules requiring submission of proof of Owner-occupancy, including, but not limited to, submission of drivers' licenses, utility bills, and other indicia of occupancy. Notwithstanding anything herein to the contrary, the 12-month Owner-occupancy period shall not apply in the event of a transfer to an heir or beneficiary upon the

Owner's death through the North Carolina Intestate Succession Act, the Owner's will, or other estate-planning device.

The foregoing Owner-occupancy requirement shall only apply to individuals or entities that acquire a Lot after the date of recording of this amendment and not to Owners of record as of the date of recording of this amendment.

- (c) Lease Requirements. Only the whole Lot may be leased; there shall be no partial leases or room leases. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board. Only ten percent (10%) of the Lots within the Property, or three (3) lots total, may be leased to any person or entity (hereinafter the "Lease Cap") at any given point in time. All Lots which are currently leased as of the date of the filing of this Amendment shall be "grandfathered" under this provision and may remain leased properties, even if the Lease Cap is currently exceeded. Such "grandfathered" status shall cease upon conveyance of the Lot. All lease agreements shall be in writing and shall be for a term of not less than six (6) consecutive months. Moreover, should a Seller of a Lot within Maisons En Mer wish to lease the Lot from the Purchaser prior to their moving out, they may do so for up to 6 months without Board approval. Any lease-back period longer than 6 months will require Board approval. All lease agreements shall incorporate the requirements of the Declaration, Bylaws, and rules and regulations of the Association, and shall require any lessee to abide by all the obligations set forth in those documents as a condition of the lease agreement. The lease agreement must state that any failure of a lessee to comply with the terms of such documents shall be a condition of default under the lease agreement.
- (d) Provision of Lease to Board. Owners are required to provide lessees with a copy of the Declaration, Bylaws, and rules and regulation of the Association, and shall require lessees to sign a statement indicating that they received and reviewed a copy of the Declaration, Bylaws and rules and regulations of the Association. A copy of such statement shall be submitted to the Board along with a copy of the executed lease agreement. A copy of the executed lease agreement shall be filed with the Board within ten (10) days of the date of signing such agreement or the date the lessee first takes up occupancy, whichever occurs first.
- (e) Transient Rental Prohibited; Timeshares. No Lot may be leased for hotel or transient purposes. It is the intent of this Declaration that all leases or rentals of Lots be for residential purposes of at least six (6) months in term and not for short-term habitation (including via programs such as Airbnb and similar enterprises). No interest in any Lot may be subjected to a time share program, as that term is defined in N.C.G.S. §93A-41(10).

- (f) Rules and Regulations. The Board of Directors is authorized to establish reasonable rules and regulations related to the leasing of Lots that are not inconsistent with this Section and to otherwise administer and implement this Section, including rules requiring registration of leases with the Board.

Except as amended hereinabove, the remaining portions of the Declaration are and shall remain unchanged and in full effect. This Amendment to the Declaration of Covenants, Conditions and Restrictions for Maisons En Mer Townhomes shall become effective as of the date it is recorded in the Office of the Register of Deeds, Wake County, North Carolina.

CERTIFICATION OF VALIDITY OF
AMENDMENT TO DECLARATION

By authority of its Board of Directors, the undersigned President of the Maisons En Mer Townhome Homeowners' Association, Inc. hereby certifies that the foregoing amendments were duly approved on December 3, 2024, by Members of the Association entitled to cast at least seventy-five percent (75%) of the votes in the Association, and that the foregoing constitute a valid amendment to the Declaration.

MAISONS EN MER TOWNHOME HOMEOWNERS'
ASSOCIATION, INC.

By:

President

Attest:

Secretary

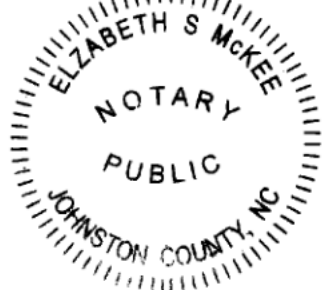
STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF Wake

I, Elizabeth S. McKee, a Notary Public of the County and State aforesaid, certify that Keith Kennedy personally came before me this day and acknowledged that he or she is Secretary of Maisons En Mer Townhome Homeowners' Association, Inc., a North Carolina non-profit corporation, 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 Linda Nunnallee as its Secretary.

Witness my hand and official stamp or seal, this 28th day of January, 2024. 2025



Elizabeth S. McKee
Notary Public
Elizabeth S. McKee
Printed Name
My Commission Expires: 10/12/2025