

Prepared by and return to: Lori P. Jones, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS AND
EASEMENTS FOR DRAYMOOR
MANOR TOWNHOMES

COUNTY OF WAKE

THIS AMENDMENT to the Declaration of Covenants, Restrictions and Easements for Draymoor Manor Townhomes is made this 26 day of MARCH, 2019, by Owners owning at least sixty-seven percent (67%) of all Lots in Draymoor Manor and votes in the Draymoor Manor Townhomes Association, Inc. ("Association"), and by the majority of the Board of Directors of the Association.

WITNESSETH:

WHEREAS, Centex Homes, a Nevada general partnership, caused to be recorded a Declaration of Covenants, Restrictions and Easements for Draymoor Manor Townhomes in Book 9133, Page 1653 in the Wake County Registry and which was amended via that First Amendment to Declaration of Covenants, Restrictions and Easements recorded in Book 9294, Page 1628 (collectively, the "Declaration"); and

WHEREAS, Article XII, Section B of the Declaration states that at this time the Declaration may be amended with the consent of Owners owning sixty-seven percent (67%) of all Lots, together with approval of the majority of the Board of Directors of the Association; and

WHEREAS, Owners of at least sixty-seven percent (67%) of all the Lots and votes in the Association, and the majority of the Board of Directors of the Association, desire to amend the Declaration as set forth herein;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Covenants, Restrictions and Easements for Draymoor Manor Townhomes is amended as follows:

1. Article XI, Section A of the Declaration is deleted in its entirety, and inserted in lieu thereof is the following:

Residential Use. The Homes shall be for single family residential use only. No commercial occupation or activity may be carried on in Draymoor Manor without the consent of the Board, except such occupation or activities permitted under these Protective Covenants. No more than one Home may be built on one Lot.

2. Article XI, Section D is amended by deleting the sentence "Any driveway constructed upon any Lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers" and inserting in lieu thereof the following new sentence:

"Any driveway constructed upon any Lot shall have a cement concrete surface."

3. Article XI, Section G of the Declaration is deleted in its entirety, and inserted in lieu thereof is the following.

Leasing. No Home may be leased except as set forth below. For the purpose of this Section, the term "lease" refers to the exclusive occupancy of a Home by any person other than the Owner, whether such person is paying rent to the Owner. However, occupancy by a roommate of an Owner when the Owner occupies the dwelling as the Owner's primary residence shall not be deemed a lease.

(a) Leasing Cap. No more than fifteen percent (15%) of the Homes in Draymoor Manor shall be leased at any given time (the "Leasing Cap"), except as set forth below.

(b) Leasing Permits. Prior to leasing a Home, the Owner shall apply in writing to the Board for a "Leasing Permit". The Board will consider written requests for a Leasing Permit at the next regularly scheduled Board meeting following the receipt of such request. If granting of the permit would exceed the Leasing Cap, except in the case of Hardship Permits, no Leasing Permit shall be issued. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list and shall be issued a Leasing Permit if they so desire when the number of outstanding Leasing Permits falls below the Leasing Cap. Leasing Permits shall be issued for a one (1) year period and shall be renewed for an additional one (1) year period upon request. A Leasing Permit shall not be granted for any subsequent consecutive year if there are other Owners on the waiting list that desire to lease.

- (c) Hardship Permits. Under demonstrated hardship conditions, the Board in its sole discretion may waive the Leasing Cap and allow a Home to be rented in excess of the Leasing Cap via a "Hardship Permit". No Hardship Permit will be issued to any Owner who has not resided in his or her Home for at least two (2) years. In determining whether hardship conditions have been demonstrated, the Board shall consider: (1) the nature, degree and likely duration of the hardship; (2) the harm, if any, which will result to the community if the Hardship Permit is granted; (3) whether the Owner has been granted a Hardship Permit previously; (4) the Owner's ability to cure the hardship; and (5) the overall number of leased dwellings, including via Hardship Permits. Any lease allowed pursuant to a Hardship Permit shall have a term of not more than one (1) year. Owners may thereafter apply for an additional Hardship Permit, but such permit is not guaranteed.
- (d) Revocation of Permits. Any Leasing Permit or Hardship Permit shall be automatically revoked if (i) the Owner fails to lease the Home within 180 days of the permit having been issued; (ii) the Owner fails to have the Townhouse leased for any consecutive 180-day period thereafter; (iii) the Owner sells or otherwise conveys the Home to another person or entity whether voluntarily or involuntarily; or (iv) the Owner advises the Board that the Owner no longer wishes to lease the dwelling. In the event a permit is revoked or surrendered, permission to lease shall be granted to the next Home on the waiting list, on a first-come, first-served basis. In addition to a wait list, the Board shall maintain a list of Homes that are leased, and the terms of the respective leases, for the purpose of determining the number of Home that are leased at any given time.
- (e) Lease Requirements. All lease agreements shall be in writing and shall be for a term of not less than six (6) months. 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.
- (f) Provision of Documents to Lessees; 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 prior to the date the lessee first takes up occupancy.

- (g) Transient Rental Prohibited. No dwelling may be leased for hotel or transient purposes. It is the intent of this Declaration that all leases or rentals of a Home 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).
- (h) No Timeshares. No interest in any Townhouse may be subjected to a time share program, as that term is defined in N.C.G.S. §93A-41(10).

- 4. 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, Restrictions and Easements for Draymoor Manor Townhomes shall be effective from the date of its recording in the Wake County Registry.

[Signature Page to Follow]

CERTIFICATION OF VALIDITY OF AMENDMENT TO
DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR DRAYMOOR MANOR TOWNHOMES

By authority of its Board of Directors, Draymoor Manor Townhomes Association, Inc. hereby certifies that the foregoing instrument has been duly approved by Owners owning sixty seven percent (67%) of all Lots and votes in the Association, and the majority of the Board of Directors of the Association, and is, therefore, a valid amendment to the existing Declaration of Covenants, Restrictions and Easements for Draymoor Manor Townhomes.

DRAYMOOR MANOR TOWNHOMES
ASSOCIATION, INC.

By: _____
President

STATE OF NORTH CAROLINA

COUNTY OF Wake

ACKNOWLEDGEMENT

I, Julie A. Krieg, a Notary Public of the County and State aforesaid, certify that JERRY P. CRAM, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 26 day of March, 2019.

Notary Public

Julie A. Krieg
Printed Name

My Commission Expires: 12/02/2023