

Prepared by/mail to: Mark Wampler, Law Firm Carolinas, 3000 Highwoods Blvd, Suite 135, Raleigh, NC 27604

WAKE COUNTY

NORTH CAROLINA

**AMENDMENT TO MASTER
DECLARATION OF COVENANTS FOR
BUCKHAVEN SUBDIVISION**

This AMENDMENT TO MASTER DECLARATION OF COVENANTS FOR BUCKHAVEN SUBDIVISION is made this ____ day of June, 2024, by BUCKHAVEN HOMEOWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the Declarant subjected BUCKHAVEN (the "Property") to the Master Declaration of Covenants for Buckhaven Subdivision recorded in Deed Book 11423, Page 1787 of the Wake County Registry (the "Declaration");

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 of Maps 2000, Page 498;
- b) Book of Maps 2005, Page 202;

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 Declaration does not prove a larger majority and such sixty-seven percent (67%) approval has been obtained.

NOW THEREFORE, the Master Declaration of Covenants for Buckhaven Subdivision is amended as follows:

Section XXXIV ("Leases of Lots") is added to Article VIII ("Protective Covenants") of the Declaration to read as follows:

SECTION XXXIV. LEASES OF LOTS.

- (a) For purposes of this Section, "Leasing" shall be defined as allowing occupants to reside upon 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. The Association may require that any tenant under a Lease maintain renters insurance to the satisfaction of the Association's Board.
- (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. No lot may be leased except in its entirety, and sub-leasing is 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) Notwithstanding any other provisions of the Articles of Incorporation, Declaration, Bylaws, or Rules and Regulations of the Association, no more than five percent (5%) of all lots within the Association may be leased at the same time. Occupancy by the title Owner(s) and/or their spouse, and/or other persons related to the title owner(s) and/or their spouse by blood, marriage, foster, or adoption shall not be deemed leasing. Reasonable evidence of the relationship of an Occupant to the Owner(s) shall be provided to the Association upon request. Any Owner's failure to comply with the requirements of this Section shall in no event constitute a waiver of this requirement by the Association if the maximum percentage of rentals is exceeded.
- (f) 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 leasing their lot at the time that this Amendment is recorded, those Owners shall provide to the Association a copy of the current lease within seven (7) days after the recording 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. To the extent that any Owner is currently leasing their lot at the time that this Amendment is recorded, if such Owner complies with this subsection, such Owner shall be permitted to continue to lease their lot for the term of the then-effective lease (and any renewals thereof) irrespective of the applicability of the five percent (5%) cap.

- (g) 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 five percent (5%) threshold as required in subsection (e) above has not been met; (2) the waiting period required by subsection (d) has been satisfied; and (3) the lease is for a term of at least twelve (12) months. Reasonable evidence shall be provided to the Board of Directors. The Board shall be empowered to create rules and regulations to implement a fair system of leasing for Owners, including but not limited to the creation of wait lists and the limitation of lease renewals in order to prevent a monopoly on the ability to lease a lot.
- (h) 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 Section. Factors which the Board may, but is not obligated to, consider include financial hardship, medical issues, military deployment, or job transfer. Such hardship waiver shall be granted for one year, upon which time the Board shall reconsider whether there is a continuing justification for another hardship waiver to be granted.
- (i) The Association 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.

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BUCKHAVEN HOMEOWNERS ASSOCIATION,
INC.

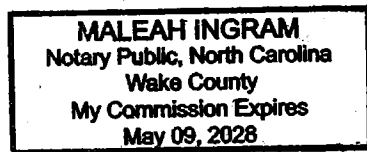
By:

Charles L. Bailey, President

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, certify that Charles L. Bailey personally came before me this day and acknowledged that (s)he is President of BUCKHAVEN HOMEOWNERS ASSOCIATION, INC., and that (s)he, President, being authorized to do so, executed the foregoing on behalf of BUCKHAVEN HOMEOWNERS ASSOCIATION, INC.

WITNESS my hand and official stamp or seal, this 4th day of June, 2024.



Maleah Ingram
Notary Public

Maleah Ingram
Printed Name

My commission expires: May 09, 2028