

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

STATE OF NORTH CAROLINA

SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE WARE TOWNHOMES

COUNTY OF WAKE

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for The Ware Townhomes is made this 29th day of July, 2022, by members of The Ware Homeowners Association, Inc. ("Association") holding at least sixty-seven percent (67%) of the votes in said Association.

WITNESSETH:

WHEREAS, Stone's Town Homes, LLC, a North Carolina limited liability company, caused to be recorded a Declaration of Covenants, Conditions and Restrictions for The Ware Townhomes in Book 17297, Page 2699 in the Wake County Registry, which was thereafter amended in Book 17603, Page 149 of the Wake County Registry (collectively, "Declaration"); and

WHEREAS, Section 15.2 of the Declaration provides that the Declaration may be amended with the written agreement or consent of members of Association holding sixty-seven percent (67%) or more of the total number of votes in the Association; and

WHEREAS, members of the Association holding at least sixty-seven percent (67%) of the votes in the Association desire to amend the Declaration as set forth herein, in order to preserve the residential character of the community;

NOW, THEREFORE, the undersigned does hereby declare that Section 9.2 of the Declaration of Covenants, Conditions and Restrictions for The Ware Townhomes is amended by inserting the following underlined language:

Section 9.2 Leases. Every lease for any Lot or Dwelling shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and other Governing Documents, and that each lessee shall comply with the terms of such documents. Provided, all such leases are subject to the Declaration and other Governing Documents, whether or not specifically stated in the lease. All lease agreements shall be in writing and shall be for a term of not less than ninety (90) consecutive days. No dwelling may be leased for hotel or transient purposes. It is the intent of this Section that all leases or rentals of any Lot or Dwelling be for residential purposes of at least ninety (90) consecutive days in term, and not for short-term habitation (including via programs such as Airbnb and similar enterprises).

Except as amended hereinabove, the remaining portions of the Declaration are and shall remain unchanged and in full effect. This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Ware Townhomes shall be effective from the date of its recording in the Wake County Registry.

[Signature Page to Follow]

CERTIFICATION OF VALIDITY OF SECOND AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE WARE TOWNHOMES

By authority of its Board of Directors, The Ware Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly approved with the consent of members of the Association to which at least sixty-seven percent (67%) of the votes in the Association are allocated, and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for The Ware Townhomes.

THE WARE HOMEOWNERS
ASSOCIATION, INC.

By: _____

President

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

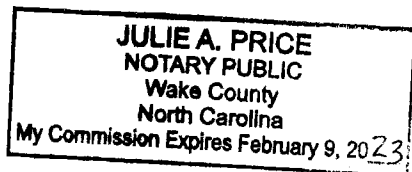
COUNTY OF Wake

I, Julie A. Price, a Notary Public of the County and State aforesaid, certify that Jean Rigatti, 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 29 day of July, 2022.

Julie A. Price
Notary Public

Julie A. Price
Printed Name



My Commission Expires: 2-9-23