

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

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF  
CONDOMINIUM FOR THE GARDEN ON  
GLENWOOD CONDOMINIUM

WAKE COUNTY

This AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE GARDENS ON GLENWOOD CONDOMINIUM is made this 13<sup>th</sup> day of February, 2023, by The Gardens on Glenwood Condominium Owners Association, Inc. a North Carolina nonprofit corporation (the "Association") by the approval of not less than sixty-seven percent (67%) of the Owners who are Members of the Association.

WITNESSETH:

THAT WHEREAS, Sterling Glenwood Village, LLC, caused to be recorded a Declaration of Condominium originally recorded in Book 9291, Page 145 on February 12, 2002, and (as further amended and supplemented of record, collectively, the "Declaration"); and

WHEREAS, the Association is the owners association for Garden on Glenwood Condominium in Wake County, North Carolina, and is responsible for administrating the affairs of the Association pursuant to the Declaration; and

WHEREAS, Article XV of the Declaration provides that the Declaration may be amended by the affirmative vote of not less than sixty-seven (67%) percent of the Owners of Units, and not less than fifty-one percent (51%) of the Mortgagees, cast in person or by proxy at duly held meeting; and

WHEREAS, the Owners holding at least sixty-seven percent (67%) of the vote have approved this amendment, and at least fifty-one (51%) of the Mortgagees have either approved this amendment or are deemed to have approved this amendment by their failure to respond to proper notice thereof pursuant to Article 17.4 of the Declaration; and

NOW, THEREFORE, the undersigned does hereby declare that the Declaration is amended by deleting Article VIII, Section 8.6 entitled "Leases of Units" and inserting in lieu thereof the following:

"Section 8.6. Leasing. It is the intent of this Section that Units be primarily Owner-occupied and not held as rental property for institutional investment purposes. Accordingly, no Unit may be leased except pursuant to the following provisions:

(a) Definitions. For purposes of this Section 8.6, the following definitions shall apply:

(i) The term "Owner-occupied" shall mean occupancy of a Unit by any of the following: (1) the Owner of record of the Unit; (2) parent or child of the Owner of record; (3) beneficiary or trustee of any trust that is the Owner entity of record; or (4) 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 Unit by a resident who is indirectly affiliated with any corporate Owner entity, such as a silent partner or investor.

(ii) The term "lease" shall refer to the regular, exclusive occupancy of a Unit by any person(s) other than the Owner, whether such person is paying rent to the Owner. Except that occupancy by a roommate of an Owner, whether or not the Owner occupies the Unit as the Owner's primary residence, or occupancy by an Immediate Family Member of the Owner, whether or not the Owner occupies the Unit, shall not be deemed a leasing situation.

(iii) The term "Immediate Family Member" shall mean a spouse or domestic partner of the Owner, or a child, stepchild, grandchild, grand-stepchild, parent or stepparent of the Owner or of the Owner's spouse or domestic partner.

(b) Owner-Occupancy Requirement. No Unit may be leased unless and until it has been Owner-occupied for at least twenty-four (24) consecutive months after purchase or conveyance. The twenty-four (24) consecutive months period of Owner-occupancy requirement shall not require a continual physical presence on a year-round basis but shall require the Owner to maintain the Unit as a primary or secondary residence and not an investment property. The Board of Directors may enact reasonable rules and regulations 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, a conveyance to heirs by virtue of a last Will and Testament or title to a Unit vesting to intestate heirs shall not trigger a requirement for a renewed 24-month Owner-Occupancy requirement.

(c) Lease Requirements. All lease agreements shall be in writing and shall be for a term of not less than twelve (12) consecutive months. Only entire Units may be leased, and no subleases or assignments of leases are allowed. 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.

(d) 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 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. No Unit may be leased for hotel or transient purposes. It is the intent of this Declaration that all leases of Units be for residential purposes of at least twelve (12) consecutive months in term, and not for short-term habitation (including via programs such as Airbnb and similar enterprises).

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

(g) Waiver. The Board of Directors, in its sole discretion, may waive the twenty-four (24) consecutive months of Owner-occupancy requirement of this Section under demonstrated hardship conditions and allow a Unit to be rented via a "Hardship Permit". 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 condominium 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 Units, including via Hardship Permits. By way of example and not limitation, the following are examples of what may constitute an emergency and undue hardship: military deployment such that the Owner would be afforded certain protections under the 2003 Service members Civil Relief Act; job loss or relocation by the Owner; death in Owner's family necessitating a move from Wake County or any adjoining County in North Carolina; significant illness requiring re-location for treatment or alternative living arrangements by the Owner, and where the Owner dies and the home is being administered by his or her estate. Any lease allowed pursuant to a Hardship Permit shall have a term of not more than twelve (12) consecutive months. Owners may thereafter apply for an additional Hardship Permit, but such permit is not guaranteed.

(h) Grandfathering. Any Owner prior to the date of the recordation of this Amendment with the Wake County Registry is exempt from the required twenty-four (24) consecutive months of Owner-occupancy prior to leasing their Unit. As such, the Owner-occupancy requirement described in Subsection (b) shall not apply to any Unit until the first transfer or conveyance of that Unit to a third party that occurs more than thirty (30) days following the recording of this Amendment and shall apply whether such conveyance is voluntarily or involuntarily. All other provisions of this Section shall apply

to the Units, including Units that are subject to any lease as of the filing of this Amendment."

2. Except as amended hereinabove, the remaining portions of the Declaration are and shall remain unchanged and in full effect.

3. This Amendment to the Declaration Of Condominium For The Gardens On Glenwood Condominium shall become effective as of the date it is recorded in the Office of the Register of Deeds, Wake County, North Carolina.

WHEREFORE, the President and Secretary of the Association has hereunto affixed the corporate certification for the purpose of enacting the foregoing amendment.

**[Certification Page Follows]**

**CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF  
CONDOMINIUM FOR THE GARDENS ON GLENWOOD CONDOMINIUM**

By authority of its Board of Directors, the undersigned, being the President of The Gardens on Glenwood Condominium Owners Association, Inc., hereby certifies that the foregoing instrument has been duly approved by the vote of not less than sixty-seven (67%) of the Owners of Units, cast by written ballot, and duly approved by not less than fifty-one percent (51%) of the Mortgagees, and is therefore, a valid amendment to the existing Declaration of Condominium For The Gardens On Glenwood Condominium.

THE GARDENS ON GLENWOOD  
CONDOMINIUM OWNERS ASSOCIATION, INC.

By:

President

F. Clayton Matthews

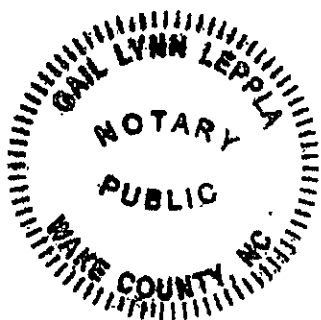
STATE OF NORTH CAROLINA

**ACKNOWLEDGMENT**

COUNTY OF WAKE

I, Gail Lynn Leppa, a Notary Public of the County and State aforesaid, certify that F. Clayton Matthews, personally came before me this day and acknowledged that he/she is President of The Gardens on Glenwood Condominium Owners 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 him.

Witness my hand and official stamp or seal, this 13<sup>th</sup> day of February, 2023.



Gail Lynn Leppa  
Notary Public

Printed Name: Gail Lynn Leppa

My commission expires: 8-13-2025