

For Registration Register of Deeds
Judy D. Martin

Moore County, NC

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AMENDMENT TO DECLARATION OF CAMDEN VILLAS AT MID SOUTH CONDOMINIUM

BRIEF DESCRIPTION FOR INDEX

Amendment to Declaration of Camden Villas

This **AMENDMENT TO DECLARATION OF CAMDEN VILLAS at MID SOUTH CONDOMINIUM**, made and entered by and between the Association of Unit Owners, **Camden Villas at Mid South Condominium Unit Owners Association, Inc.** for all Unit Owners in the Condominium known as **Camden Village at Mid South Condominium**, (hereinafter referred to collectively as "Unit Owners");

WITNESSETH:

WHEREAS, a Declaration for **Camden Villas at Mid South Condominium** was previously recorded in **Book 3374 Page 524**, as amended to date, (the "Declaration") in the Office of the Register of Deeds of Moore County, North Carolina; and

WHEREAS, the Board of Directors recommended and the Unit Owners approved by written consent of at least 75% of the undivided or allocated interests the following revisions to the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. Strike Section 2(g) of Article III of the Declaration (as amended in Book 4376 Page 282) and insert the provision hereinafter set forth in lieu thereof:

a. Leases. No Unit shall be subject to any Lease Agreement unless (i) the Lease Agreement shall be in writing and accompanied by copies of the Condominium Documents, (ii) the Lease Agreement shall provide that the leasehold shall be subject, in all respects, to the provisions of the Condominium Organizational Documents and lawful rules and regulations (collectively, the "Condominium Documents"), (iii) the Lease Agreement shall provide that the failure of any tenant or occupant to comply with the terms of the Condominium Documents shall be a default under the Lease Agreement, (iv) the Lease Agreement shall be for a term of twelve (12) months or more, (v) the Lease Agreement shall be for exclusive use and occupancy of the entire Unit and not for less

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and the terms of the submitter agreement with the Moore County Register of Deeds.

than the entire Unit, and (vi) the Owner shall, at least ten (10) days prior to the commencement date of the Lease Agreement, provide the Association with the names and addresses of all people who will or are anticipated to occupy the Unit.

b. Limit on Rental Units.

- i. No more than fifteen percent (15%) of the Units, in the aggregate, shall be subject to or occupied pursuant to a Lease Agreement at any time (the "Rental Cap").
- ii. Each Owner shall present the Lease Agreement to the Board, or its designated representative, prior to execution of any Lease Agreement and at least fifteen (15) days prior to the proposed commencement date of the Lease Agreement, for a determination thereby of the number of Leased Units and the availability, if any, under the Rental Cap.
- iii. The Board of Directors shall maintain a list for those Owners who wish to lease their Units but for which there is no availability under the Rental Cap (the "Rental Waiting List"). The Rental Waiting List shall prioritize Owners, on a "first come, first served" basis, by the date on which each Owner requested placement thereon.
- iv. The sale or transfer of a Unit, except in the event of the death of its Owners, shall cause the removal of a Unit from the list of Units approved for lease (the "Approved Rentals List") and, if there is no availability under the Rental Cap at the time thereof, the Owner shall not be entitled to Lease the Unit and may request placement on the Rental Waiting List.
- v. The Board may elect to exceed the Rental Cap if an Owner proves significant financial hardship or duress that arose or occurred after his or her purchase of the Unit.

c. Special-Event Lease Agreements

The Board of Directors may approve Lease Agreements covering a term shorter than twelve (12) months and Lease Agreements that exceed the Rental Cap to accommodate major events in the area such as the U.S. Open. Events that afford a singular opportunity for Unit Owners who would choose to make their Units available for short-term lease should be proposed in writing to the Board of Directors for designation as a Special Event at least six (6) months in advance of the proposed lease term. If the Board of Directors elects to recognize a major event as a Special Event for Lease Agreements, the Board will issue instructions regarding procedures to be followed and restrictions on Special-Event Lease Agreements.

2. ARTICLE XI, INSURANCE: LOSSES, Section 1. Fire and Extended Coverage Insurance, strike the contents of Sections (a) and (j) in their entirety, and mark Sections (a) and (j) "RESERVED."

Throughout the Declaration, provisions in which ARTICLE XI, Sections 1.(a) or 1.(j) are explicitly or implicitly referenced are now inoperative.

IN WITNESS WHEREOF, the Association has executed this Amendment by and through its two noted officers, both of which hereby certify that the foregoing Amendment to Bylaws was duly adopted in accordance with Article XVIII, Section 1 of the Declaration.

Camden Villas at Mid South Unit Owners Association, Inc.

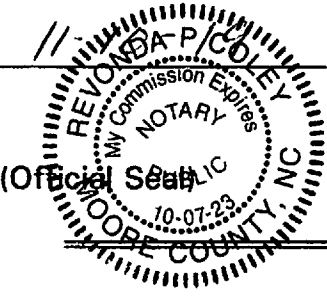
Mikey Delle (SEAL)
By: Mikey Delle, President

Susan M. Sparacino (SEAL)
By: Susan M. Sparacino, Secretary

NOTARY'S ACKNOWLEDGMENT

NORTH CAROLINA Moore COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Mikey Delle**

Date: 11-10-19


Revonda P. Coley Notary Public

My commission expires: 10-07-2023

NOTARY'S ACKNOWLEDGMENT

NORTH CAROLINA Moore COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Susan M. Sparacino**

Date: 11-10-19

Revonda P. Coley Notary Public

My commission expires: 10-07-2023

