

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

STATE OF NORTH CAROLINA

AMENDMENT TO MASTER
DECLARATION OF COVENANTS AND
RESTRICTIONS OF CARPENTER
VILLAGE ASSOCIATION, INC.

COUNTY OF WAKE

THIS AMENDMENT to the Master Declaration of Covenants and Restrictions of Carpenter Village Association, Inc. is made this 17th day of October, 2022, by at least two-thirds (2/3) of the votes of each type of member of the Carpenter Village Association, Inc. ("Association") cast at a meeting duly called at which a quorum was present.

WITNESSETH:

WHEREAS, Ferrell Land Company, a North Carolina limited liability company, caused to be recorded a Master Declaration of Covenants and Restrictions of Carpenter Village Association, Inc. in Book 7579, Page 153 in the Wake County Registry, which was thereafter amended and supplemented via documents recorded in the Wake County Registry (as amended and supplemented, the "Declaration"); and

WHEREAS, Article VIII, Section 2 of the Declaration provides that all proposed amendments to the Declaration shall be submitted to a vote of the members of the Association at a duly called meeting subject to applicable quorum requirements; and

WHEREAS, Article VIII, Section 2 of the Declaration further states that any proposed amendment shall be deemed approved if two-thirds (2/3) of the votes of each type of member cast at such meeting vote in favor of the proposed amendment; and

Submitted electronically by "Jordan Price Wall Gray Jones & Carlton"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

WHEREAS, at this time there are only two classes of membership, consisting of Type A members who are the Owners of Residential Units (excluding apartment owners) and Type C members who are apartment owners; and

WHEREAS, Article III, Section 5 of the Declaration and Article III, Section 4 of the Bylaws provide that the presence at a meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of the membership shall constitute a quorum; and

WHEREAS, a meeting was held on April 1, 2022 to consider adoption of the amendment set forth herein, and notice of the meeting was given on February 1, 2022;

WHEREAS, a total of 97 votes in the Association was required to constitute a quorum, and a total of 441.25 votes were represented at the meeting; and

WHEREAS, the total vote of Type A members represented at the meeting was 358.75 votes, and 239.2 votes from Type A members were required for approval of the amendment; and

WHEREAS, Type A members holding 247 votes voted in favor of the amendment; Type A members holding 111.75 votes voted against the amendment; and Type A members holding 528.75 votes did not vote; and

WHEREAS, the total vote of Type C members represented at the meeting was 82.5 votes, and 55 votes from Type C members were required for approval of the amendment; and

WHEREAS, Type C members holding 82.5 votes voted in favor of the amendment, representing all of the votes held by Type C members; and

WHEREAS, the amendment was approved as set forth above by at least two-thirds (2/3) of the votes of each type of Member cast at a meeting duly called at which a quorum was present;

NOW, THEREFORE, the undersigned does hereby declare that the Master Declaration of Covenants and Restrictions of Carpenter Village Association, Inc. is amended as follows:

1. Article VII of the Declaration is amended by inserting the following new Section 4:

Section 4. Leasing. No Residential Unit, excluding apartment units, may be leased except pursuant to the following provisions:

- (a) Definitions. For purposes of this Section 4, the following definitions shall apply: (i) "Owner-occupied" shall mean occupancy of a Residential Unit by the Owner of record of the Residential Unit or any parent or child of the Owner of record; (ii) the terms "lease" or "leased" shall refer the regular, exclusive occupancy of a Residential Unit by any person other than the Owner, whether or not such person is paying rent to the Owner (except that occupancy by a roommate of an Owner when the Owner occupies the

dwelling as the Owner's primary residence, or occupancy by an immediate family member of the Owner, whether or not the Owner occupies the dwelling, shall not be deemed a leasing situation); and (iii) the term "immediate family member" refers to a spouse or domestic partner of the Owner, or a child or parent of the Owner or of the Owner's spouse or domestic partner.

- (b) Owner-Occupancy Requirement. No Residential Unit may be leased unless it has been Owner-occupied for at least twenty-four (24) consecutive months, except in the case of the death of an Owner. Upon the death of an Owner, the heirs of the Owner taking title to the Residential Unit shall be permitted to lease the Residential Unit without being required to occupy the same and shall be permitted to lease the Residential Unit even if the deceased Owner occupied the residence for less than twenty-four (24) months prior to his or her death. The Board of Directors may enact reasonable rules requiring submission of proof of Owner-occupancy, including, but not limited to, submission of drivers' licenses, utility bills, and other indicia of occupancy.
- (c) Application to Apartments. The restrictions set forth in this Section 4 shall not apply to apartment units, and for purposes of this Section 4, the term "Residential Unit" shall not be deemed to include apartments.
- (d) Effective Date. The Owner-occupancy requirement described in Section 4(b) shall not apply to a particular Residential Unit until the first transfer or conveyance of that Residential Unit to a third party that occurs more than sixty (60) days following the recording of this amendment, and will apply whether such conveyance is voluntary or involuntary.

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

[Signature Page to Follow]

CERTIFICATION OF VALIDITY OF AMENDMENT TO
MASTER DECLARATION OF COVENANTS
AND RESTRICTIONS OF CARPENTER VILLAGE ASSOCIATION, INC.

By authority of its Board of Directors, Carpenter Village Association, Inc. hereby certifies that the foregoing instrument has been duly approved by at least two-thirds (2/3) of the votes of each type of Member cast at a meeting duly called at which a quorum was present, and is, therefore, a valid amendment to the existing Master Declaration of Covenants and Restrictions for Carpenter Village Association, Inc.

CARPENTER VILLAGE ASSOCIATION, INC.

By: Edmund E. Meese
President

By: [Signature]
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

I, Debra L Haynes, a Notary Public of the County and State aforesaid, certify that Tatia Markland and Ed Meserve, of whose identities I have personal knowledge, personally appeared before me and acknowledged that the signatures on the record presented are their signatures and that they 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 17th day of October, 2022.

[Signature]
Notary Public

Debra L. Haynes
Printed Name

My Commission Expires: 8/10/2026

