

Prepared by:
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STATE OF NORTH CAROLINA
COUNTY OF CARTERET

**AMENDMENT TO DECLARATION OF OWNERSHIP FOR
CEDARWOOD VILLAGE CONDOMINIUMS**

THIS AMENDMENT TO DECLARATION, is made this the 17th day of January, 2013, by CWV OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation.

WITNESSETH:

WHEREAS, Cedarwood Village Condominiums is a condominium community located in Morehead City, North Carolina (the "Condominium") that was created by the recordation of a Declaration of Unit Ownership recorded in Deed Book UO-72, Page 364, Carteret County Registry, as amended, (the "Declaration");

WHEREAS, CWV Owners Association, Inc. (the "Association") is the owners' association created for the purpose of managing and overseeing the Condominium in accordance with the terms of the Declaration;

WHEREAS, pursuant to Article XIV of the Declaration, the Members of the Association, acting upon the recommendations of the Board of Directors of the Association, adopted the following amendment to the Declaration at the Association's annual meeting, which meeting was convened on January 12, 2013 at the Cedarwood Village Clubhouse, Morehead City, North Carolina, notice of the meeting having been furnished to all of the Members of the Association at their addresses on record with the Association. A quorum was present at the meeting and upon a motion duly made and seconded, the following amendment to the Declaration was adopted by the required affirmative vote of the membership, voting in person or by proxy, representing at least seventy-five percent (75.00%) of the common interest of all Unit Owners as required under the By-Laws and the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

A new Section 8 is added to Article XVI of the Declaration to provide as follows:

“Section 8. Leasing of Units

No Owner shall be entitled to rent or lease his Unit except in strict compliance with the provisions of this Paragraph.

a. *Definitions.*

(1) Lease. The term “Lease” shall mean and refer to any agreement or understanding, be it oral or in writing, between the Owner of a Unit and a third-party which allows or permits the occupancy of a Unit by any person(s) other than the Owner for which the Owner receives any consideration or benefit, including but not limited to, money, property, services, gratuity or other value.

(2) Single family. The term “Single Family” shall mean and refer to the tenant, spouse and their ancestral and lineal descendants; however, not extending ancestrally beyond their parents or lineally beyond their grandchildren.

b. *Procedure for Leasing of Units.*

(1) Application for Certificate. Any Owner desiring to rent his Unit shall be required to apply for and receive a written certification from the Board of Directors authorizing the rental of his Unit. In order to receive such authorization, an Owner must provide written notice to the Board of Directors indicating his desire to rent the Unit. To the extent that there are not more than fifteen (15) Units then authorized to be leased, the Board of Directors shall deliver to the Owner a written certification authorizing him to rent the Unit in conformity with this Section, (the “Certificate”). Under no circumstance shall the Board of Directors authorize more than fifteen (15) Units to be leased at any given time. Likewise, no Owner shall be entitled to receive a Certificate unless he is current in the payment of all assessments levied under Article VIII of the Declaration

(2) Expiration of Certificate. Any Certificate issued by the Board of Directors regarding a Unit which has not been leased within one hundred and eighty (180) days of its issuance date shall lapse requiring the Owner to reapply to the Board of Directors.

(3) Delivery of Lease. Upon an Owner leasing his Unit, a full and complete copy of the Lease shall be delivered to the Association within ten (10) days of its execution;

(4) Waiting List. If the Board of Directors has fifteen (15) Certificates issued and outstanding when a request by an Owner for a new Certificate is received, the Board of Directors shall create a “waiting list” on which it shall place the names of those Owners who have requested authorization to lease their Unit.

(5) No Transfer or Assignment of Rights. An Owner's position on the waiting list is not assignable or transferable. As issued Certificates expire, the Owners on the "waiting list" shall be issued Certificates in the order their requests were received by the Board of Directors.

(6) Grandfather Provision. Any Owner that has their Unit leased prior to the adoption of this Amendment shall be entitled to receive a Certificate from the Board of Directors to continue to lease their Unit regardless of the limitation as to the number of Units authorized to be leased provided for in Subparagraph (1) above. Notwithstanding, such Owners shall be subject to all remaining terms of this Paragraph.

c. *Requirements for Leases.* All Leases authorized by this Paragraph shall meet the following minimum requirements:

- (1) All Leases shall be in writing and shall designate by full name all persons that are authorized to reside in the Unit. In no event shall the number of persons authorized to reside in a Unit exceed more than two (2) persons per bedroom in the Unit as depicted on the Plat and Plans.
- (2) Possession of a Unit shall not be delivered to a Tenant until a written Lease meeting the requirements of this Paragraph has been executed.
- (3) The term of any Lease shall not be for a period shorter than six (6) months nor longer than one (1) year;
- (4) All Leases will specify the use of the Unit as being for residential occupancy by a Single Family.
- (5) All Leases shall contain a provision requiring the tenant's compliance with the Declaration, By-Laws and Rules and Regulations of the Association adopted from time to time. It shall also provide that any breach of this provision which continues for more than five (5) days after written notice shall be considered a breach of the lease resulting in its termination. Likewise, if the same breach is noticed more than twice in any twelve (12) month period, it shall be considered a breach of the Lease resulting in automatic termination without an opportunity to cure.
- (6) No Lease shall permit subleasing of the Unit;
- (7) No Lease shall be made with a tenant or permit as an occupant any person that has been convicted of any of the following: (i) any Class E or higher felony, assault with a deadly weapon, breaking and entering, larceny, possession of a controlled substance with intent to distribute, burglary, breaking and entering or armed robbery, any within ten (10) years of lease date or (ii) any crime involving the abuse of children. As part of meeting this requirement, Owner shall submit to the Association a universal (all 50 states) criminal background check on the Tenant and any permitted occupants.

d. *Re-Letting; Lease Extensions.* The following shall apply to reletting of Units and extensions or renewals of Leases:

(1) Any Owner who has a Certificate but their Lease has expired or been terminated resulting in a vacancy shall be entitled to relet his Unit to a new Tenant under the same provisions applicable to an Owner who has been issued a new Certificate (See Subparagraph (b) above);

(2) Any Owner who has a Certificate and has rented their Unit shall be entitled to renew the Lease with the current tenant without requirement of obtaining a new Certificate or other approval from the Board of Directors.

(3) Under all of the above circumstances, a full and complete copy of any new or renewed Lease shall be provided to the Association;

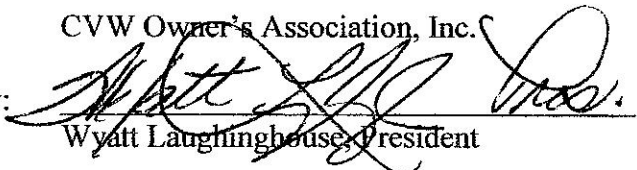
Notwithstanding the above, compliance with the requirements set out in subparagraph (c) above shall remain a requirement as to all renewals or re-lettings.

e. *Rules.* The Board of Directors is specifically granted and reserved the right to promulgate rules and regulations from time to time consistent with this Section regarding the renting of Units, which may include but not be limited to establishing standard rental provisions to be included in all Leases.

f. *Violation.* In the event the Association provides notice of a violation of the Declaration, By-Laws and/or Rules and Regulations to an Owner in regards to his tenant more than twice for the same violation during any twelve (12) month period, the Association shall be entitled to revoke the Certificate in which case, Owner shall be required to immediately terminate its Lease with the tenant. Any expense incurred by the Association, including reasonable attorneys fees, in enforcing this Section shall be charged to the Owner collectible in the same manner as assessments under Article VIII of the Declaration. The remedies provided herein shall be in addition to and not exclusive of any other remedies or rights of the Association provided in the Declaration or by law.”

Except as specifically amended herein, the remaining terms of the Declaration shall remain in full force and effect.

This the 17th day of Jan., 2013.

CVW Owner's Association, Inc.
By: 
Wyatt Laughinghouse, President

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, a Notary Public of the County and State above, do hereby certify that WYATT LAUGHLINGHOUSE, personally came before me this day and acknowledged that he is PRESIDENT of CWV OWNER'S ASSOCIATION, INC., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, he did execute the foregoing instrument in its name.

This the 17 day of January, 2013.

Linda J. Smith
Notary Public

My commission expires: 5-26-16

