

Prepared by and return to: Hope Derby Carmichael, Attorney, Jordan Price Wall Gray Jones & Carlton
P.O. Box 10669, Raleigh, North Carolina 27605

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions (this "Amendment"), is made this 26th day of OCTOBER, 2021, by Falconbridge Homeowners Association, a North Carolina non-profit corporation, hereinafter referred to as the "Association". The Association states and declares as follows:

A. The Association recorded an Amended and Restated Declaration of Covenants, Conditions and Restrictions at Book 2467, Page 997 Durham County Registry (as amended, the "Declaration").

B. N.C. Gen. Stat. § 47F-2-117 provides that the Declaration may be amended by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated.

D. Greater than sixty-seven percent (67%) of the Owners have provided their written approval of this Amendment to the Association.

E. The Association now desires to amend the Declaration, with said amendment to be effective against all present and future Members of the Association as of the date of the recording of this Amendment.

THEREFORE, the Association hereby amends the Declaration as follows:

1. The following is added as an additional Section 4 within Article X of the Declaration:

Section 4. Rental Restrictions. "Leasing," for purposes of this Section 4, is defined as regular occupancy of a Unit or any portion thereof by any person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing, however, in no case shall the term of such lease be shorter than six (6) months. However, notwithstanding the foregoing, a lease shorter than six (6) months is permitted in the event that (a) less than the entire Unit is being leased to a third party, and (b) the Owner

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in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

is also permanently residing in the remaining portions of the Unit for the duration of the lease. All lease agreements shall include the requirement that the lessee is aware of, and must comply with this Declaration, as well as any duly enacted Rules and Regulations or other guidelines of the Association. Any Owner leasing a Lot acknowledges that the Lessee shall be bound in all respects by the provisions in the Declaration and Rules and Regulations of the Association, and the lease agreement must contain an acknowledgement that the Lessee shall be so bound in all respects by the provisions contained therein.

- 2. Except as amended herein, all terms and provisions of the Declaration remain unmodified. As amended herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed, as of the date first stated above.

FALCONBRIDGE HOMEOWNERS ASSOCIATION,
a North Carolina non-profit corporation

By: Marese Casey
Name: MARESE CASEY
Its: PRESIDENT

NORTH CAROLINA
COUNTY OF Orange

I, Kathleen A. Betancourt, a Notary Public, do hereby certify that MARESE CASEY personally came before me and acknowledged that they are PRESIDENT of Falconbridge Homeowners Association, a North Carolina non-profit corporation, and that, as PRESIDENT, being authorized to do so executed the foregoing on behalf of the non-profit corporation.

Kathleen A. Betancourt
Official Signature of Notary Public

Date: 10/26/2021

Kathleen A. Betancourt
Notary's Printed or Typed Name, Notary Public

(Official Seal)

My commission expires: 1/1/2026

