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UNION COUNTY
NORTH CAROLINA

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WILLOW CREEK**

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW CREEK is made this 31 day of January, 2024, by Willow Creek Owners Association, Inc.

WITNESSETH:

WHEREAS, the Declarant subjected the Willow Creek subdivision (the "Property") to the Declaration of Covenants, Conditions and Restrictions for Willow Creek recorded in Deed Book 1280, Page 1 of the Union County Registry and amendments to the same;

WHEREAS, the Declaration applies to and runs with the land described in the Plat Books and Pages of the Union County Register of Deeds, including but not limited to the following:

- a) Plat Cabinet F, Pages 603 and 604;

WHEREAS, NCGS § 47F-2-117 states that the declaration may be amended only 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, or any larger majority the declaration specifies. The percentage required for passage per the Declaration is seventy-five percent (75%), and such approval has been obtained.

NOW THEREFORE, the Declaration is amended as follows:

Article VIII ("RESTRICTIONS") is amended to add a new Section 24 to read as follows:

Section 24. Lease of Lots.

(a) For purposes of this Section, "Leasing" shall be defined as allowing occupants to reside on a Lot for any consideration. Leasing shall also include leasing with an option to purchase or contracts for deed whereby the current occupant is not the Owner of the property.

(b) All leases shall be in writing and shall provide that they are subject to all terms of the Articles of Incorporation, Declaration (as amended), Bylaws and any other governing documents or rules of the Association. Leases shall provide that failure to comply with all terms of the Articles of Incorporation, Declaration (as amended), Bylaws or rules of the Association shall constitute a default under the lease for which the lease may be terminated.

(c) No lease shall be for a period of less than twelve (12) months, and Owners shall be prohibited from advertising or otherwise holding their Lot out for leases or occupancy for less than twelve (12) months. No Lot may be leased except in its entirety, and sub-leasing is prohibited.

(d) It is the intent of this Section that no more than two (2) of the Lots shall be leased at any time. Beginning as of the date of adoption of this Section, the Association shall maintain a list of all Lots that are being leased. Any Owner leasing their Lot shall provide the Association with a copy of the lease within ten (10) days of the Lot being initially rented, and within ten (10) days upon any renewals or subsequent lease. These leases shall be considered confidential by the Association, and the information on the leases shall not be shared with any third parties. To the extent that any Owners are currently renting their Lot at the time that this Amendment is recorded, those Owners shall provide to the Association a copy of the current lease within thirty (30) days after the recording of this Amendment, and within ten (10) days of any renewals or subsequent lease. Along with any copy of a lease provided to the Association, the Owner shall provide current contact information for themselves and contact information for each adult tenant, if not stated on the lease itself. Both Owner and adult tenant information shall contain, but is not limited to, name, mailing address, phone number(s) and e-mail address(es). Additional contact information shall be provided for after-hours emergency contact if different from normal business hours. Any changes to Owner or adult tenant contact information must be provided to the Association within seven (7) days.

(e) Notwithstanding any other provisions of the Articles of Incorporation, Declaration, Bylaws, or Rules and Regulations of the Association, for each Lot that is conveyed to a new Owner(s) any time after the date of recording of this Amendment, that Owner shall be prohibited from leasing or renting their Lot until they have owned and resided on the Lot for a period of at least twenty-four (24) consecutive months (the "waiting period"). Conveyance of a Lot by an Owner to a legal entity in which the Owner is a principal, or acquisition of a Lot as a result of the death of an Owner, by probate or other means of inheritance, evidence of which shall be provided to the Association, shall not be deemed an interruption of the twenty-four (24) month waiting period, nor shall it necessitate a new waiting period if the Owner had already satisfied the ownership obligation. In the event that a Lot is leased for any period of time in violation of this mandatory waiting period, the waiting period shall be immediately tolled and any time which elapses while the unpermitted lease remains in effect shall not count toward satisfaction of the waiting period.

(f) Beginning as of the date of adoption of this Section, any Owner wishing to lease their Lot must obtain written approval from the Board of Directors. The Board of Directors shall be required to respond to the Owner's request for approval with a decision within thirty (30) days of the written notice being provided to it. Approval shall be given so long as (1) the two Lot threshold required above has not been reached, (2) the Owner has owned the Lot for at least twenty-four (24) months as required in subsection (e) above, and (3) the lease is for a term of at least twelve (12) months. Reasonable evidence shall be provided to the Board of Directors. The Board shall determine whether the threshold has been reached and communicate to the Lot Owner whether the Lot is eligible to be leased.

(g) Any Owner leasing their Lot shall provide the Association with a copy of the lease within seven (7) days of the Lot being initially rented, and within seven (7) days upon any renewals or subsequent lease. To the extent that any Owners are currently renting their Lot at the time that this Amendment is recorded, those Owners shall provide to the Association a copy of the current lease within seven (7) days after the recording of this Amendment, and within seven (7) days of any renewals or subsequent lease. Along with any copy of a lease provided to the Association, the Owner shall provide current contact information for themselves and contact information for each adult tenant. Both Owner and adult tenant information shall contain, but is not limited to, name, mailing address, phone number(s) and e-mail address(es). Additional contact information shall be provided for after-hours emergency contact if different from normal business hours. Any changes to Owner or adult tenant contact information must be provided to the Association within seven (7) days.

(h) The Association Board of Directors shall be entitled to adopt additional reasonable rules to assist in the administration of these terms.

All other terms and conditions contained in the Declaration shall remain unchanged.

WILLOW CREEK OWNERS ASSOCIATION, INC.

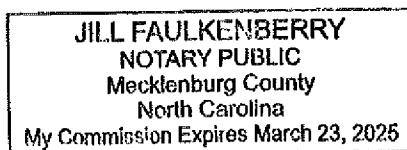
By:

President

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, a Notary Public of the County and State aforesaid, certify that Andrew Smith personally came before me this day and acknowledged that they are the President of Willow Creek Association, and that they, as President, being authorized to do so, executed the foregoing on behalf of the Association.

WITNESS my hand and official stamp or seal, this 31st day of January, 2024.



Jill Faulkenberry
Notary Public
Jill Faulkenberry
Printed Name

My commission expires: March 23, 2025