
AMENDMENT TO DECLARATION

Prepared by Steven H. Bouldin
Return to Bouldin Blazek PLLC, Post Office Box 16109, High Point, NC 27261

THIS AMENDMENT, dated February 14, 2025 by **Liberty Square Townhome Homeowners Association, Inc.**, a North Carolina nonprofit corporation (the "Association").

Background Statement

Liberty Square Townhomes is a residential subdivision are governed by the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 5433, at Page 1071 (Guilford County), and Deed Book 1746, at Page 1759 (Randolph County) and amended in Deed Book 2843, Page 1068, (Randolph County), Deed Book 7126, Page 1267 (Guilford County) and Deed Book 2182, Page 549 (Randolph County) (the "Declaration"). As provided in Article XI of the Declaration, the following amendment to the Declaration was approved with the consent of the owners entitled to cast at least eighty percent (80%) of the votes of the Association.

NOW, THEREFORE, Section 4 of Article II of the Declaration is hereby deleted in its entirety and replace by the following amended by adding a new Section 4, as follows:

Section 4. LEASING RESTRICTION. No Lot may be leased except as expressly permitted under this Section 4. For purposes of this Section, a Lot is deemed "leased" and its occupants deemed "tenants" when there is regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including but not limited to a fee, service gratuity or emolument.

(a) Entity Owned Lots. If the Owner of a Lot is a business entity or trust, the Lot shall not be deemed to be leased if it is occupied as a residence (i) only by the

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GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

BY: SETH B PARRISH

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(a) Entity Owned Lots. If the Owner of a Lot is a business entity or trust, the Lot shall not be deemed to be leased if it is occupied as a residence (i) only by the

majority owner (including the majority owner's immediate family) in the case of a Lot owned by a business entity, or (ii) only by the trust beneficiaries (including the trust beneficiaries' immediate family) in the case of a Lot which is owned by a trust. An immediate family member shall mean any parent, spouse of a parent, child, grandchild, spouse of a child or grandchild, spouse, brother or sister, including step and adoptive relationships, and cohabiting partners.

(b) Permitted Leased Lots. The Association shall permit, through its Board of Directors, ten percent (10%) of the Lots to be leased subject to the terms and conditions of paragraph (f) of this Section. The ten percent (10%) limitation shall be in addition to any Lots included under paragraphs (c), (d) or (e) of this Section. The Association shall maintain a prioritized waiting list of Owners desiring to lease his or her Lot at all times when ten percent (10%) or more of the Lots are being leased. Once a space becomes available for an Owner on the waiting list to lease the Lot, the Owner shall have sixty (60) days to lease the Lot. If the Lot is not leased within that timeframe, the Owner's right to lease under this paragraph (b) shall automatically terminate, and the Owner shall be placed back on the rental waiting list at the top of the list and the next Owner on the list shall be given a similar opportunity to lease his or her Lot. If an Owner on the rental waiting list is attempting to lease his or her Lot, that Lot shall be deemed "leased" for purposes of the leasing cap under this paragraph (b).

(c) Existing Leased Lots. Any Lot which is leased as of the date this Amendment is recorded with the Register of Deeds for Randolph County shall not be subject to the provisions of this Section [other than paragraphs (f), (g) and (h)] until such time as (i) the Lot is no longer being leased for a continuous period of three (3) months, or (ii) title to the Lot becomes vested in an Owner other than the Owner as the time this Amendment is recorded. In order to qualify for the exception under this paragraph (c), an Owner must submit a written application to the Board of Directors (in the form approved by the Board of Directors) within ninety (90) days following the recording of this Amendment.

(d) Hardship Circumstances. The Association, through its Board of Directors, may grant a temporary waiver of the leasing restrictions of this Section in order to avoid undue hardship as determined by the Board of Directors in its sole discretion. By way of illustration and not limitation, examples of circumstances that may contribute to "undue hardship" are those which (i) an Owner must relocate to another region when market conditions do not favor a timely sale for an amount exceeding the debt against the Lot; (ii) the Lot is being administered by a deceased Owner's estate, (iii) the Owner temporarily relocates and intends to return to occupy the Lot as the Owner's personal residence, and (iv) an Owner has listed his or her Lot for sale for a period of twelve (12) months or more and has been unable to sell the Lot. An Owner must submit a written application for the hardship waiver to the Board of Directors (in the form as approved by the Board of Directors). The Board of Directors may condition

the granting of a hardship waiver with certain limitations, including without limitation, a time limitation for such waiver.

(e) Family Care Homes. The leasing restriction of this Section 4 shall not apply to a family care home as protected under Chapter 168, Article 3 of the North Carolina General Statutes.

(f) Required Terms for Permitted Leases. All leases which are permitted under paragraphs (b) and (d) and all leases entered into after the date this Amendment is recorded for Lots exempted under paragraph (c), shall comply with the following provisions:

(i) All leases must be in writing, and a copy shall be delivered to the Association prior to the date the tenant occupies the Lot.

(ii) The initial term of all leases shall not be less than twelve (12) months, nor more than twenty four (24) months.

(iii) All leases must be for the entire Lot. All leases must prohibit subleasing.

(iv) The lease must require the tenant to comply with all governing documents of the Association (including the Declaration, the bylaws of the Association, and any rules and regulations adopted by the Association). The Owner shall deliver copies of all governing documents to the tenant. The lease must require the tenant to comply with all governmental laws, ordinances and rules pertaining to the Lot.

(v) The lease must provide that the failure of tenant, the tenant's permitted occupants and the tenant's invitees to comply with all governing documents and all governmental laws, ordinances and rules shall constitute a default under the lease for which the Owner may evict the tenant.

(g) Owner Responsible for Tenant. The Owner shall not permit the Owner's tenant, the tenant's permitted occupants and the tenant's invitees to violate the Association's governing documents and governmental laws, ordinances and rules pertaining to the Lot.

(h) Additional Remedies for Owners' Violation of this Section. The Association may issue fines and suspend an Owner's privilege of leasing his or her Lot as permitted by N.C.G.S. §47F-3-102(12) for violations of this Section, in addition to any other remedies available to the Association.

[signature page follows]

The undersigned President and Secretary of Liberty Square Townhouse Homeowners Association, Inc., hereby certify that the foregoing amendment to the Declaration was approved in writing by the owners entitled to cast at least eighty percent (80%) of the votes of the Association, all as provided in Article XI, Section 3 of the Declaration.

IN WITNESS WHEREOF, this Amendment is executed on behalf of the Association by its duly elected officers as of the day and year first written above.

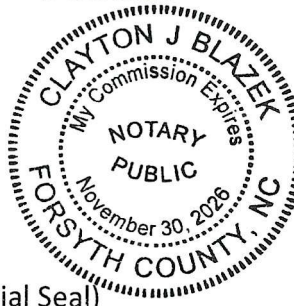
**LIBERTY SQUARE TOWNHOME
HOMEOWNERS ASSOCIATION, INC.**

By: Joseph Long
President

Attest: Cynthia Carmichael
Secretary

NORTH CAROLINA

GUILFORD 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: Joseph Long, President & Cynthia Carmichael, Secretary.

(Official Seal)

Date: 2/14/25

Clayton J. Blazek
Print Name: Clayton J. Blazek
My Commission Expires: 11/30/26