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Charlotte, NC 28204

**CERTIFICATION OF AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
SHANNAMARA**

This **CERTIFICATION OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS SHANNAMARA** is made pursuant to N.C.G.S. § 47F-2-117 and Article XI, Section 3 of the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS SHANNAMARA recorded in Book 8611 at Page 141 of the of the Mecklenburg County Public Registry and in Book 797 at Page 553 of the Union County Public Registry (collectively and as amended and supplemented from time to time, "the Declaration"), and is effective upon recordation in the Mecklenburg County and Union County Public Registries.

**Statement of Purpose**

Pursuant to N.C.G.S. § 47F-2-117 and Article XI, Section 3 of the Declaration, the Declaration may be amended only by affirmative vote or written agreement signed by Lot Owners of Lots to which at least seventy-five percent (75%) of the votes in the Association are allocated. In accordance with the provisions set forth in N.C.G.S. § 55A-7-08, consent and approval were obtained from the requisite percentage of Lot Owners. Accordingly, this Amendment to the Declaration, as set forth herein, is hereby certified by the President and Secretary of SHANNAMARA HOMEOWNERS ASSOCIATION, INC. ("Association") for recordation in the Mecklenburg County and Union County Public Registries.

**NOW, THEREFORE**, with the affirmative vote of Lot Owners of Lots to which at least seventy-five percent (75%) of the votes in the Association are allocated, the Declaration is hereby amended to add the following as a new Article XII ("Leasing Restrictions") immediately following existing Article XI ("General Provisions"):

Article XII

LEASING RESTRICTIONS

**Section 1.** For purposes of this Article, a Lot shall be deemed "leased" or "rented" if any occupant pays or provides money or other consideration of any type in exchange for permission to occupy all or any part of a Lot, for any period of time. In addition, the term "Lot" as used herein shall be interpreted to include

not only the land itself but also any dwelling or other structure situated thereon.

Section 2. No Owner shall lease or rent less than an entire Lot and no more than one single family or housekeeping unit shall live on any one Lot. There shall be no sub-leasing of Lots, nor shall any Lot be leased or rented for transient or hotel purposes, which shall be defined as either a lease or rental agreement with a term of less than twelve (12) months or any rental if the lessee of the Lot is provided customary hotel services. Every lease or rental agreement shall be in writing and shall provide that it is in all respects subject to the provisions of this Declaration, the Bylaws, and the rules and regulations and any failure by the tenant or lessee to comply with such provisions shall be an immediate default under the lease or rental agreement, provided, however, that the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of this Declaration, the Bylaws, and the rules and regulations.

Section 3. Notwithstanding anything else to the contrary, no Owner shall be permitted to rent or lease his Lot until twelve (12) months have elapsed since the date on which the deed conveying said Lot to such Owner was recorded in the Mecklenburg or Union County Public Registry. In the event that a Lot is leased for any period of time in violation of this mandatory twelve (12) month "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 twelve (12) month "waiting period" described herein. Furthermore, no more than ten percent (10%) of the Lots within the Properties shall be leased at any one time.

Section 4. No Lot may be leased for a period shorter than twelve (12) months and it shall be a violation of this Article for any Owner to terminate any lease under circumstances which the Board determines to be, in the Board's sole and unfettered discretion, a deliberate attempt by the Owner to circumvent the express requirement that no Lot may be leased for a period shorter than twelve (12) months. In addition, it shall be a violation of this Article for any Owner to list, advertise or offer his/her Lot for a period shorter than twelve (12) months and any listing, advertisement or offer of any Lot shall affirmatively state that the Lot is listed, advertised or offered only for a period not less than twelve (12) months. If any Owner lists, advertises or offers his/her Lot in violation of the restrictions contained herein, each separate listing, advertisement or offer shall constitute a separate violation of this Article for each day that such violation continues.

Section 5. Not less than ten (10) days prior to commencement of any proposed lease, the proposed lessor/Lot Owner shall submit a written copy of his/her proposed lease to the Association's Board of Directors who shall review the proposed lease for compliance with the requirements of this Article. Any such lease shall list the full names of all permitted occupants of the Lot under the proposed lease. Upon timely receipt of a complete and accurate copy of a proposed lease, the Board shall either approve or deny the proposed lease, in writing, based solely

on the Owner's compliance, and that of the proposed lease document itself, with this Declaration and in particular this Article XII. No lease may commence without the prior written approval of the Board as described herein.

The undersigned, as President and Secretary of the Association, do hereby certify that approval of this Amendment was properly obtained and that this Amendment to the Declaration has been duly adopted to be effective upon the recordation thereof.

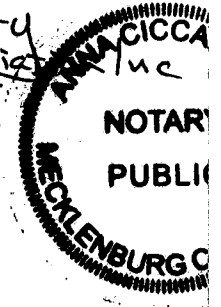
**SHANNAMARA HOMEOWNERS ASSOCIATION, INC.**

By: Bonnie J. Kaul

Print: Bonnie J. Kaul  
**President of the Association**

Shannamara Homeowners Association Inc  
By: Thomas W Wilborn III, Secretary  
Shannamara Homeowners Association

Print: Thomas W Wilborn III  
**Secretary of the Association**



**\*\*\*NOTARY ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE\*\*\***

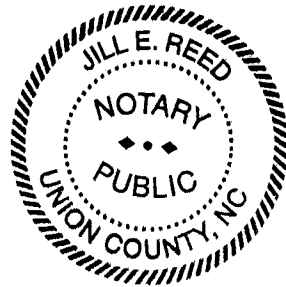
STATE OF NORTH CAROLINA  
COUNTY OF Union

I, Jill E. Reed, a NOTARY PUBLIC of the aforesaid County and State, do hereby certify that Bonnie J. Kaul personally appeared before me this day and acknowledged that s/he is the **PRESIDENT** of **SHANNAMARA HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 28<sup>th</sup> day of March, 2019.

Jill E. Reed  
Notary Public

Print Name: Jill E. Reed  
My commission expires: 1/21/2020



NOTARY SEAL

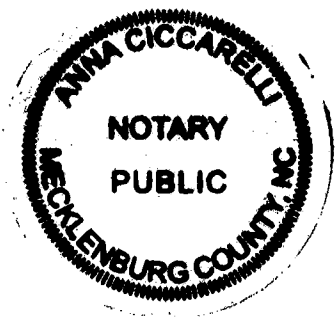
STATE OF NORTH CAROLINA  
COUNTY OF Union

I, Anna Ciccarelli, a NOTARY PUBLIC of the aforesaid County and State, do hereby certify that Thomas Whiteside Wilcox III personally appeared before me this day and acknowledged that s/he is the **SECRETARY** of **SHANNAMARA HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation, and that s/he, as Secretary, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 28 day of March, 2019.

Anna Ciccarelli  
Notary Public

Print Name: Anna Ciccarelli  
My commission expires: 19 November 2022



NOTARY SEAL

