WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
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Prepared by and return after recording to:

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STATE OF NORTH CAROLINA

WAKE COUNTY

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GLENRIDGE COMMUNITY ASSOCIATION

This AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GLENRIDGE COMMUNITY ASSOCIATION is made as of this 16 day of January, 2025, by not less than sixty-seven percent (67%) of the Members in the Glenridge Community Association, Inc. ("Association").

W I T N E S S E T H:

WHEREAS, Langston Development Company, Inc., a North Carolina corporation ("Declarant"), caused to be recorded that Declaration of Covenants and Restrictions for Glenridge Community Association dated June 28, 1991, recorded in Book 4942, Page 502 of the Wake County Registry ("Declaration");

WHEREAS, Declarant caused to be recorded that certain instrument entitled [Protective Covenants for] Glenridge Section dated June 28, 1991, recorded in Book 4942, Page 538 of the Wake County Registry ("Covenants"), and that certain Modified Protective Covenants for Glenridge Section ("Modified Covenants");

WHEREAS, Declarant thereafter subjected certain property to the Declaration, the Covenants, and the Modified Covenants, which property is now known as the Glenridge Subdivision ("Community");

WHEREAS, the Association is responsible for governing the affairs of the Community, and is responsible for enforcing and administering the provisions of the Declaration, the Covenants, and the Modified Covenants;

Submitted electronically by "Jordan Price Wall Gray Jones & Carlton"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

WHERAS, N.C.G.S. § 47F-2-117(a) provides that at the current time, the Declaration may be amended by the affirmative vote or written agreement signed by lot owners of lots to which at least sixtyseven percent (67%) of the votes in the Association are allocated;

WHEREAS, the Members of the Association are desirous of amending the Declaration regarding rentals of Family Dwelling Units to provide that any rental of a Family Dwelling Unit may only commence upon occupancy of such unit for at least eighteen (18) months from the date such property was purchased, such restriction intended by the Members to preserve the general plan and scheme of the Community, as well as to preserve the property values, image, and overall welfare of the Community, the Association, and all Members;

WHEREAS, in order to assure notice to Owners of the effect of this Amendment, this Amendment shall only be applicable to those Owners purchasing or otherwise acquiring ownership in Family Dwelling Units after the recordation of this Amendment;

WHEREAS, not less than sixty-seven percent (67%) of the Members of the Association desire to amend the Declaration as set forth below, and as evidenced by the written assent hereinunder; and

NOW, THEREFORE, the undersigned do hereby declare that the Declaration is amended as follows:

1. Article VIII of the Declaration is hereby amended by adding a new Section 16 to read as follows (new language in bold):

"Section 16. Leases. No lot, including any Family Dwelling Unit, may be leased except pursuant to the following provisions:

No lot may be leased unless it has been Owner-occupied for at least eighteen (18) consecutive months, except in the case of the death of an Owner. For purposes of this Article, the requisite eighteen-month period of Owner-occupancy prior to any permitted lease commences upon the sale, as reflected on the date of recordation of the deed of conveyance of the lot. Upon the death of an Owner, the heirs of the Owner, if any, taking title to the lot shall be permitted to lease the lot without being required to occupy the lot and shall be permitted to lease the lot whether or not the deceased Owner occupied the lot for at least eighteen (18) months prior to his or her death. The Board of Directors of the Association may enact reasonable rules requiring submission of proof of Owner-occupancy, including, but not limited to, submission of drivers' licenses, utility bills, and other indicia of occupancy.

No lot shall be rented for boarding house, bed and breakfast, hotel, or other transient residential purposes, which, for purposes of this Declaration, shall be defined as a rental for any period less than twelve (12) months. Any permitted lease shall be for an entire lot. Any permitted lease shall be in writing and shall be subject to this Declaration, the applicable Protective

Covenants for Glenridge Section, the Articles of Incorporation, and Bylaws of the Association, and any failure of any lessee to comply with the terms of such documents shall be a default under such lease."

2. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth therein.

3. This Amendment will be effective on January 18, 2025, which is sixty (60) days from the date of the meeting as which such Amendment was adopted, upon being recorded in the office of the Wake County Register of Deeds, and will be applicable only to those Owners who purchase or otherwise acquire ownership of their Family Dwelling Unit after the effective date of this Amendment.

[SIGNATURE PAGES FOLLOW]

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GLENRIDGE COMMUNITY ASSOCIATION

By authority of its Board of Directors, the Glenridge Community Association, Inc. hereby certifies that the foregoing instrument has been duly adopted and approved by the requisite percentage of the Members of such Association, as is set forth more particularly below, and is, therefore, a valid amendment to the existing Declaration of Covenants and Restrictions of the Glenridge Community Association. Pursuant to Article VIII, Section 2 of the Declaration, the Board of Directors also certifies the following:

A. The date of the meeting of the Association at which the foregoing Amendment was adopted occurred on November 18, 2024, after notice and vote conducted by mail-ballot pursuant to N.C.G.S. § 55A-7-08;
B. Notice of such meeting and mail ballot was given to all Members of the Association on October 15, 2024;
C. The total number of votes required to constitute quorum at such meeting was, pursuant to Article III, Section 6(A) of the Declaration, sixty percent (60%) of the total vote of the Membership, or 146 votes;
D. The total number of votes received at such meeting was 194 votes;
E. The total number of votes cast for the Amendment was 188 votes; and
F. The total number of votes cast against the Amendment was 8 votes.

As of the 18 day of January, 2025.

GLENRIDGE COMMUNITY ASSOCIATION, INC.

By: Erin Elsworth (ERIN ELSWORTH)
President

ATTEST:

Kimberly J. King (Kimberly J. King)
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Katherine L Surles, a Notary Public of the County and State aforesaid, certify that Kimberly J King, personally came before me this day and acknowledged that he/she is Secretary of Glenridge Community Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by Kimberly J King as its Secretary.

Witness my hand and official stamp or seal, this 18th day of January, 2025.

Notary Public

KATHERINE L. SURLES NOTARY PUBLIC WAKE COUNTY, NC

Katherine L Surles
Printed Name

My commission expires: 4-14-2029