

3 RECORDING 26.00
REVENUE -
NSF -
ROTC ☒ PQ ☐ CS ☐

Type: CRP
Recorded: 09/07/2022 at 08:54:41 AM
Fee Amt: \$26.00 Page 1 of 3
Revenue Tax: \$0.00
Gaston, NC
Susan S. Lockridge Register of Deeds
BK **5362** PG **2140-2142**

drawn by/mail to:

Michael S. Hunter
Offit Kurman
2600 One Wells Fargo Center
301 S. College Street
Charlotte, NC 28202-6006

STATE OF NORTH CAROLINA

COUNTY OF GASTON

AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CRAMER MOUNTAIN (formerly Cramer Mountain
Subdivision Phase I, Hanna Woods and Maple Point)

This is an Amendment to the Declaration of Covenants, Conditions and Restrictions for Cramer Mountain subdivision, which is recorded in Book 3051 Page 117 of the Gaston County Register of Deeds (hereinafter referred to as the "Declaration"). The North Carolina Planned Community Act provides that the Declaration can be amended by the 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

WHEREFORE the Declaration is hereby amended as follows:

1. Article III, Section 1 ("Single Family Residences") is amended by adding an additional sentence at the end of that section reading as follows:

"For purposes of this Declaration, "single family" shall mean no more than three persons unrelated by blood, marriage, adoption, guardianship, fostership or other legally-recognized process."

2. A new Section 25 is added to Article III reading as follows:

"25. Leasing.

- (a) Notice to Board: Any Lot Owner intending to make a lease of his/her Lot shall give prior written notice to the Board of Directors (or any Managing Agent designated by the Board) of such intention, at least 30 days prior to the anticipated commencement of the lease term. For purposes of this Section, "lease" is defined as the exclusive or non-exclusive occupancy or license for use of all or any portion of a Lot by any person(s), other than the Lot Owner, for which the Lot Owner

receives any consideration or benefit, including but not limited to, a fee, service, property or gratuity.

- (b) The required notice shall include a complete copy of the proposed lease, and such other information as the Board or its agent shall reasonably require. All leases of Lots shall be in writing, utilizing standardized lease forms provided by or approved by the Board or its Managing Agent.
- (c) The provisions of this Section shall also apply to the renewal of or modification to the terms of any lease of a Lot.
- (d) No subleasing of a Lot shall be allowed.
- (e) No lease shall be for less than the entire Lot; no leases of rooms or a portion of a Lot are permitted.
- (f) No Lot shall be leased for transient or hotel purposes, and the minimum initial term of any proposed lease shall not be less than six months; the sole exception being during the 90-day period immediately preceding or succeeding the sale of a Lot; occupancy during that 90-day period shall be limited to the buyer(s) and seller(s) of the Lot.
- (g) Notwithstanding anything else to the contrary, no Owner shall be permitted to rent or lease his Lot until 24 months have elapsed since the date on which the deed conveying said Lot to such Owner was recorded in the Gaston County Public Registry. In the event that a Lot is leased for any shorter period of time in violation of this mandatory 24 month "waiting period," the waiting period shall be immediately tolled, and any time which elapses while the unapproved lease remains in effect shall not count toward satisfaction of the waiting period described herein
- (h) The Board reserves the right to waive any or all of these restrictions with respect to any particular Lot for exceptional circumstances or if strict enforcement hereof would result in undue hardship to the Owner. Decisions on claimed exceptional circumstances or hardship shall be determined on a case-by-case basis, and are in the sole discretion of the Board."

(SIGNATURES ON FOLLOWING PAGES)

CRAMER MOUNTAIN HOMEOWNERS
ASSOCIATION, INC.

By: Laura Powers
President

STATE OF North Carolina

COUNTY OF Gaston

This 6 day of September, 22, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Laura E. Powers, who, being duly sworn, says that he is President of **Cramer Mountain Homeowners Association, Inc.**, that the statements contained in the foregoing instrument are true, and they voluntarily acknowledged said instrument, for the purposes therein, to be the duly authorized act and deed of said company.

WITNESS my hand and notarial stamp or seal this 6 day of September, 22.

Danielle B. McConnell
Notary Public

My Commission Expires:

4/19/2025

