
After recording, mail to: J. Matthew Waters
P.O. Box 10669, Raleigh, NC 27605

This instrument was prepared by: Jordan, Price, Wall, Gray, Jones & Carlton, PLLC

STATE OF NORTH CAROLINA

**FIRST AMENDMENT TO AMENDED AND RESTATED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ALL RESIDENTIAL NEIGHBORHOODS IN
SUMMERWIND PLANTATION**

COUNTY OF JOHNSTON

This FIRST AMENDMENT TO AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALL RESIDENTIAL NEIGHBORHOODS IN SUMMERWIND PLANTATION (the "First Amendment") is made as of this 22nd day of May, 2019, by Summerwind Plantation Homeowners Association, Inc. (the "Association") by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the Member votes held by Members, including the consent of the Declarant Oakmont Development Partners, LLC.

W I T N E S S E T H:

WHEREAS, Summerwind Plantation, LLC, then as Declarant, caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions for All Residential Neighborhoods in Summerwind Plantation by Summerwind Plantation, LLC in Book 3507, Page 169, Johnston County Registry;

WHEREAS, Declarant Oakmont Development Partners, LLC ("Declarant"), as successor Declarant to Summerwind Plantation, LLC, caused to be recorded that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for all Residential Neighborhoods in Summerwind Plantation in Book 4405, Page 973, Johnston County Registry (the "Amended and Restated Declaration");

WHEREAS, the Association is intended to be a residential neighborhood primarily occupied by its Members;

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 Johnston County Register of Deeds.

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WHEREAS, the Association and its Members, along with the consent of the Declarant, desire to amend the Amended and Restated Declaration by this First Amendment to clarify and protect the Association's intent to be primarily occupied by its Members;

WHEREAS, Article XXI, Section 21.2 of the Amended and Restated Declaration provides that it may be amended by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the Member votes held by Members other than Declarant, and Declarant's consent, so long as Declarant owns any property subject to the Amended and Restated Declaration or which may become subject to the Amended and Restated Declaration in accordance with the terms thereof;

WHEREAS, the Association is still within the Declarant Control Period, and Declarant consents to this First Amendment; and

WHEREAS, the capitalized terms in this First Amendment shall have the same meaning as such capitalized terms in the Amended and Restated Declaration unless otherwise stated herein.

NOW THEREFORE, the undersigned for the purposes expressed hereinabove, do hereby declare that the following amendments to the Amended and Restated Declaration shall be binding on all parties having or acquiring any right, title or interest in the real property subject to the Amended and Restated Declaration, or any part thereof, and shall inure to the benefit of each Owner or successor in interest or assignee thereof:

1. RECITALS. The foregoing Recitals are hereby incorporated herein by reference as if fully set forth hereinbelow, shall constitute an integral part of this First Amendment, and this First Amendment shall be construed in light thereof.

2. That the last two paragraphs of Article III, Section 3.1(f) of the Amended and Restated Declaration shall be deleted in their entirety and replaced with the following as follows:

Notice of any proposed lease, together with such additional information as the Board may require, shall be provided to the Board or its designee by the Owner in writing at least ten (10) days prior to execution of any such lease in order for the Board to determine and ensure compliance with this Article III, Section 3.1(f), and approve or reject such proposed lease. In the event the Board approves such lease consistent with this Article III, Section 3.1(f), the Owner must make available to the tenant copies of the Governing Documents and the Master Declaration. The Board may adopt reasonable Use Restrictions and additional rules regulating leasing and subleasing and the activities of tenants and subtenants. The Board shall not unreasonably deny or reject a proposed lease, and shall allow such proposed lease so long as all of the requirements of this Article III, Section 3.1(f), and the Declaration, are met in their entirety.

No transient tenants may be accommodated in a Dwelling Unit. All leases, including subleases, shall be in writing and shall be for an initial term of at least one (1) year, except: with the Board's prior written consent.

Notwithstanding anything in this Declaration to the contrary, at no time shall greater than ten percent (10%) of all Dwelling Units in Summerwind Plantation be leased or subject to any lease as provided for herein. For the purposes of calculating the ten percent (10%) cap on leased Dwelling Units, it is assumed that there are or will be a minimum total of three hundred twenty-five (325) (the "Minimum Denominator") Dwelling Units constructed or to be constructed in Summerwind Plantation and subject to the Declaration. In the event that more than three hundred twenty-five (325) Dwelling Units are constructed and made a part of Summerwind Plantation and subject to the Declaration, the Minimum Denominator shall increase to the total number of such Dwelling Units actually constructed and made a part of Summerwind Plantation and subject to the Declaration. However, in no event shall the Minimum Denominator be smaller than three hundred twenty-five (325) Dwelling Units when calculating the ten percent (10%) cap on leased Dwelling Units as set forth herein.

The Board may consider a hardship exemption to the ten percent (10%) cap on leased Dwelling Units. In the event that the number of leased Dwelling Units already meets (or exceeds) the ten percent (10%) cap on leased Dwelling Units, an Owner desiring to lease his or her Unit pursuant to the Declaration may apply in writing to the Board for a hardship exemption (the "Hardship Exemption"). The Board may determine to allow or deny the Hardship Exemption in its sole discretion. The following factors may be considered by the Board in determining whether to allow, or deny, a Hardship Exemption, including, but not limited to: i) whether all of the Owners of a Dwelling Unit have relocated more than seventy-five (75) miles from Summerwind Plantation, and plan to relocate back to Summerwind Plantation within one (1) year; ii) whether all of the Owners of a Dwelling Unit are deceased and the ownership of the Dwelling Unit is being administered by an Estate; iii) or whether all of the Owners of a Dwelling Unit become unemployed. The written application for any such Hardship Exemption shall be submitted to the Board in writing prior to the Owner executing or agreeing to execute any lease with any tenant or prospective tenant of any Dwelling Unit.

3. That this First Amendment has been duly approved by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the Member votes held by Members other than Declarant, and Declarant's consent.

4. That all remaining provisions of the Amended and Restated Declaration with the exception of the herein stated First Amendment shall remain in full force and effect.

5. That this First Amendment shall become effective as of the date of recording in the Office of the Johnston County Register of Deeds pursuant to Article XXI, Section 21.3 of the Amended and Restated Declaration; provided further, however, that it shall be applicable and enforced only as an Owner that is conveyed title to a Lot after the date of recordation and effective date of this First Amendment.

IN WITNESS WHEREOF, the President and Secretary of the Association have hereunto affixed the corporate certification for the purpose of enacting the foregoing First Amendment to the Amended and Restated Declaration, and by the affirmative vote or written consent, or any

combination thereof, of Members representing seventy-five percent (75%) of the Member votes held by Members.

CERTIFICATION OF VALIDITY OF FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALL RESIDENTIAL NEIGHBORHOODS IN SUMMERWIND PLANTATION

By authority of its Board, the undersigned hereby certify that the foregoing instrument has been duly authorized by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the Member votes held by Members other than Declarant, and Declarant's consent in SUMMERWIND PLANTATION HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and otherwise in conformance with Article XXI, Section 21.2 of the Amended and Restated Declaration in all respects.

SUMMERWIND PLANTATION
HOMEOWNERS ASSOCIATION, INC., a North
Carolina Non-Profit Corporation

By: *Lawrence Wilson II* President

ATTEST:

David R. Merton
David R. Merton Secretary

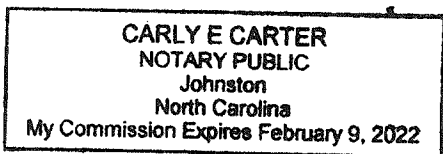
STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Carly Carter, a Notary Public of the County and State aforesaid, certify that David R. Merton personally came before me this day and acknowledged that s/he is Secretary of SUMMERWIND PLANTATION HOMEOWNERS 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 David R. Merton as its Secretary.

Witness my hand and official stamp or seal, this 22nd day of May, 2019.



Carly E. Carter
Notary Public
Carly E. Carter
Printed Name

My Commission Expires: February 9, 2022

My Commission Expires: _____

OAKMONT DEVELOPMENT PARTNERS, LLC,
a Delaware limited liability company

By: *Pat*
Its *Member/Manager*

STATE OF *North Carolina*

ACKNOWLEDGMENT

COUNTY OF *Cumberland*

I, *Pat Melcee* ^{*Ashley L Tucker*}, a Notary Public of the County and State aforesaid, certify that *Pat Melcee* personally came before me this day and acknowledged that s/he is *Member/Manager* of OAKMONT DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its *Member/Manager*

Witness my hand and official stamp or seal, this *pm* day of *May*,
~~2018.~~ *2019*

Ashley L Tucker
Notary Public

Ashley L Tucker
Printed Name

My Commission Expires: *6/8/22*

Ashley L. Tucker
NOTARY PUBLIC
Cumberland County
North Carolina