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DATE <u>8/14/23</u>	TIME <u>4:06 pm</u>
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FREDRICK SMITH REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

Please do not index names under Exhibit A, only index under the Fox Glen Subdivision
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR FOX GLEN SUBDIVISION

This Amendment to Declaration of Protective Covenant for Fox Glen Subdivision is made effective this the 15 day of July, 2023, by Consent of the undersigned Members of Fox Glen Homeowners Association, Inc. (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Declaration of Protective Covenants for Fox Glen Subdivision was recorded on July 25, 1996, in Book 8670 at Page 711 in the Mecklenburg County Register of Deeds (the "Declaration"); and

WHEREAS, N.C.G.S. § 47F-2-117 and Section 12(d)(2) of the Declaration provide that the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots; and

WHEREAS, the consent the Members has been duly obtained; and

WHEREAS, the Members wishes to amend Section 6 ("Use Restrictions and Rules") to limit the number of Lots which may be leased;

NOW, THEREFORE, pursuant to N.C.G.S. § 47F-2-117 and Section 12(d)(2) of the Declaration, the undersigned Members do hereby amend the Declaration as follows:

I. Section 6(a)(xi) of the Declaration ("Leasing") shall be amended to read as follows:

xi. Leasing. Effective on the date that this Amendment is filed with the Register of Deeds of Mecklenburg County, North Carolina, no Lot shall be

leased or held out for lease unless it is in compliance with this Section 6(a)(xi).

- (1) **Definitions.** For the purposes of this Section, to “lease” shall mean allowing an occupant to enter and reside upon the premises of a Lot in exchange for any consideration. “Lot” as used in this Section shall have the same meaning as set forth in Section(1)(j) of the Declaration, and shall include any portion of the Lot or any portion of any improvements thereon. “Owner” as used in this Section shall have the same meaning as set forth in Section(1)(n) of the Declaration, except that it shall also include any agent or manager acting on behalf of the record owner(s).
- (2) **Waiting Period.** Except as specifically provided below regarding bequest or inheritance, no Owner who acquires title to a Lot after August 1, 2023 shall be permitted to lease that lot for at least twenty-four (24) months after the date of recordation of the deed conveying title to said Owner (the “waiting period”). In the event that a Lot is leased in violation of this provision, the waiting period shall be tolled and extended for the length of the violating lease(s). Notwithstanding anything else in this subsection, the waiting period shall not apply to any person or entity who acquires a Lot by bequest or inheritance.
- (3) **Written Lease.** If a Lot is leased, the lease shall be in writing and shall contain a provision making the lessee’s occupancy subject to the Declaration, Bylaws, and Rules and Regulations of Fox Glen, including this Amendment (the “governing documents”).
- (4) **Minimum Term.** All leases shall be for a minimum term of at least twelve (12) months. It shall be a violation of this Section for an Owner to advertise or otherwise hold out a Lot for lease for a period of less than twelve (12) months. No Owner shall use his or her Lot for any transient or hotel purposes, and no Lot may be subjected to any time share program.
- (5) **Residential Use Only.** Lots may only be leased for residential purposes, and any commercial use of a Lot is prohibited.
- (6) **Leasing of Entire Lot.** No Owner may lease less than the entire Lot. When a Lot is leased, the lessee—not the Owner—may enjoy all rights and privileges of the Lot Owner as to the common areas and facilities. Notwithstanding anything else in this subsection, an Owner who uses his/her Lot as his/her primary residence shall be permitted to lease to two (2) occupants who are not related by blood or marriage to the Lot Owner (a “roommate”); in such an event, both the Owner and the roommate may enjoy the rights and privileges of the Lot

Owner as to the common areas and facilities.

- (7) **Copies Provided.** Not less than ten (10) days before the commencement of a lease, the Owner shall provide a written copy of the lease to the Association, and shall also provide a copy of the governing documents to the lessee.
- (8) **No Subleasing or Assignment.** All leases shall contain a provision prohibiting subleasing or assignment by the lessee.
- (9) **Terms Incorporated.** The terms and provisions of the governing documents, including this amended Section 6(a)(xi) of the Declaration, shall be deemed incorporated and written into every lease and rental agreement, whether or not expressly set forth in the lease or rental agreement.
- (10) **Leases Grandfathered.** Notwithstanding any other provision in this amended Section 6(a)(xi), any Lot which is subject to a lease at the time of recordation of this Amendment will be "grandfathered in," and the lease shall be permitted to remain in effect until the end of the lease.

Except as amended herein, the terms of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association, by and through its duly authorized representative, and the undersigned Members have executed this instrument upon the dates thereon shown in order to indicate Consent to the terms set forth herein.

The undersigned director of the Association further certifies that the CONSENTS TO ADOPT THE FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR FOX GLEN SUBDIVISION BY WRITTEN AGREEMENT are in fact consents to adopt this Third Amendment received in response to the which was initially labeled a "First Amendment" by typographical error since a prior Amendment to the Declaration of Protective Covenants for Fox Glen was recorded on October 30, 1997 in Book 9326 at Page 607 in the Mecklenburg County Public Registry.

[SIGNATURE PAGE TO FOLLOW]

FOX GLEN HOMEOWNERS ASSOCIATION, INC.

By: Carrie Epps

Title: PRESIDENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Ravi Gera, a Notary Public of the County and State aforesaid, certify that Carrie Epps, personally came before me this day and acknowledged that (s)he is Carrie Epps of FOX GLEN HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation, and that (s)he, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness by hand and official seal this 15th day of July, 2023.

(SEAL)



Ravi Gera
Notary

My Commission Expires: 02/02/2027

EXHIBIT A:
WRITTEN BALLOTS