

Prepared by and return after recording to:

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STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SANS FAMILLE

WAKE COUNTY

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SANS FAMILLE is made as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by Owners of not less than seventy-five percent (75%) of Lots in Sans Famille.

W I T N E S S E T H:

WHEREAS, The Adams-Bilt Company, a North Carolina corporation, recorded a Declaration of Covenants, Conditions and Restrictions for Sans Famille in Book 2591, Page 234, of the Wake County Registry, which was thereafter amended and supplemented, including for the purposes of annexing additional properties to Sans Famille, all as recorded in the Wake County Registry (collectively, as amended and supplemented, the “Declaration”); and

WHEREAS, Article XIV, Section 3 of the Declaration provides that after the first twenty (20) year period, the Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots; and

WHEREAS, Article XIV, Section 4 of the Declaration provides that within thirty (30) days of receiving an executed amendment, the Board of Directors shall assure itself the amendment was executed by the Owners of the required number of lots, shall attach

to the amendment a certification as to its validity, and shall cause the amendment to be recorded in the Wake County Registry; and

WHEREAS, Article XIV, Section 4 of the Declaration further provides that all amendments shall be effective from the date of recordation in the Wake County Registry and valid after being indexed in the name of the Association; and

WHEREAS, the Owners of not less than seventy-five percent (75%) of the Lots in Sans Famille desire to amend the Declaration as set forth below, as indicated by their assent which is set forth on Exhibit A and attached hereto;

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

1. Article V, Section 4 is deleted in its entirety and inserted in lieu thereof is the following:

Section 4. Parking Rights. The Association may regulate the parking of automobiles, boats, trailers and other such items on the Common Area. No automobiles owned or used by residents, trailers, campers, motor homes, trucks or tractors shall be parked within the right of way of any street in or adjacent to Sans Famille, unless specifically permitted by regulations adopted by the Association; nor shall boats, trailers, campers, motor homes, trucks or tractors be regularly parked on the Properties except in an enclosed garage or Common Area designated for such use, if any. The Association shall from time to time adopt appropriate rules for the temporary parking of these items on the Properties. No unlicensed or unregistered vehicles of any kind shall be parked on the Common Area.

For purposes of this Section, the term “truck” shall mean (a) a truck having commercial markings or advertising on its exterior, with the exception of one company license plate displayed on the front of the vehicle; (2) a truck having ladder or pipe or similar racks or utility beds; or (3) a truck containing visible work materials, tools or equipment. If a cover or cap is utilized to conceal work materials, tools, or equipment located in the bed of a truck, the cover or cap shall not exceed a height of four inches above the roofline of the truck cab.

2. Article VII is amended by adding the following new Section 3:

Section 3. Maintenance of Water/Sewer Lines.

- (a) Notwithstanding anything to the contrary set forth hereinabove, Owners shall be responsible for all maintenance, repair and replacement of water lines running from the water meter serving the Lot to the residence located on the Lot. The Association shall be responsible for all maintenance, repair and replacement of water lines running from the Association Common Area or the City rights-of-way to the water meter serving each individual Lot.
  - (b) Notwithstanding anything to the contrary set forth hereinabove, Owners shall be responsible for all maintenance, repair and replacement of sewer lines which serve their Lot exclusively. The Association shall be responsible for all maintenance, repair and replacement of sewer lines running from the Association Common Area or the City rights-of-way to the point where it connects to service lines which serve only one Lot.
3. Article IX, Section 2(a) is deleted in its entirety and inserted in lieu thereof is the following:
  - (a) All structures on residential lots shall be used for residential and related purposes. Each residence shall be used as single-family residence and for no other purpose, except that a home office may be utilized in accordance with Section 2(d).
4. Article IX, Section 2(d) is deleted in its entirety and inserted in lieu thereof is the following:
  - (d) No industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any part of the Properties, except that the Owners may utilize a home office as long as use of the home office does not (i) violate any other provision of the Declaration; (ii) result in increased traffic or parking of vehicles within the Common Area; (iii) involve routine in-person meetings with clients, customers, employees or other entities; (iv) involve routine deliveries of product or materials to the Lot or pick-up of product or materials from the Lot.

5. Article IX is amended by adding the following new section:

Section 4. Leases. Any Owner who wishes to lease his Lot shall be bound by the following restrictions:

- (a) No Lot shall be used for the purposes of renting rooms or as a boarding house, hotel, motel or any other transient accommodation. Leases must be for lease of the entire residence located on the Lot. Portions of a Lot shall not be leased.
  - (b) All leases shall be in writing and shall be for a term of not less than six (6) months.
  - (c) All leases shall incorporate the requirements of the Declaration, Bylaws and rules and regulations of the Association, and shall require any lessee to abide by all of the obligations set forth in those documents as a condition of the lease agreement; however, said condition shall not relieve the Owner of liability for the actions of his lessees in violating any of the Association's rules or legal documents.
  - (d) The Owner must provide to the Board the complete contact information for the lessee and the Owner, including name, physical address, email address, and telephone number.
  - (e) A copy of each lease agreement shall be filed with the Board of Directors for the Association within thirty (30) days of the date a lessee signs such agreement or the date the lessee first takes up occupancy, whichever occurs first. However, the Owner may redact financial and other personal information contained in the agreement before filing the lease agreement with the Board.
  - (f) Owner shall comply with all registration requirements and other ordinances, laws, rules and regulations related to the leasing of property that may be imposed by the City of Raleigh or any other governmental entity with proper jurisdiction.
  - (g) Notwithstanding the foregoing, this Article IX, Section 4 shall only apply to leases entered into after the date of filing of this Amendment, including renewals of existing leases.
6. All remaining provisions of the Declaration with the exception of the herein stated amendments shall remain in full force and effect.

7. This Amendment shall be effective upon recordation in the Wake County Registry.

*[Signature Pages to Follow]*

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FORSANS FAMILLE

By authority of its Board of Directors, Sans Famille Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly executed by the written signatures of owners of not less than seventy-five percent (75%) of the Lots and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions.

SANS FAMILLE HOMEOWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that he/she is Secretary of Sans Famille Homeowners Association, Inc., 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 \_\_\_\_\_ as its Secretary.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My commission expires: \_\_\_\_\_