



# **Pine Winds Townhomes Homeowner's Association Inc.**

3109 Poplarwood Ct  
Suite 310  
Raleigh, NC 27604  
919-790-8000 Tel.  
919-790-5824 Fax

May 6, 2022

RE: Pinewinds rental restriction amendment

Dear Homeowner:

As you know, Pine Winds Townhomes Homeowner's Association Inc. Board of Directors attempted to pass an amendment that would prohibit new owners from renting a townhome without living in the residence for a period of one year. They were successful in completing this process by obtaining enough signatures to get this amendment passed and they want to thank each of you who supported them in this effort. The Amendment was filed with the Clerk of Courts on April 13, 2022 and is included with this mailing for your records.

On Behalf of the Pine Winds Townhomes Homeowner's Association Inc. Board of Directors,

Jeff Rowles, CMCA  
Community Manager  
Sentry Management  
919-790-8000 Ext. 52505  
[jrowles@sentrymgt.com](mailto:jrowles@sentrymgt.com)

Prepared by and return to: Lori P. Jones, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR PINE WINDS  
TOWNHOMES

COUNTY OF WAKE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Pine Winds Townhomes is made this 13<sup>th</sup> day of April, 2022, by not less than seventy-five percent (75%) of the lot owners within Pine Winds Townhomes.

WITNESSETH:

WHEREAS, Pine Winds Associates, Inc., a North Carolina corporation, caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Pine Winds Townhomes in Book 3889, Page 56 in the Wake County Registry ("Declaration"); and

WHEREAS, N.C. Gen. Stat. § 47F-2-117 provides that the Declaration may be amended by written agreement signed by lot owners of lots to which at least sixty-seven percent of the votes in the association in question are allocated, or any larger majority the declaration specified; and

WHEREAS, Article XI, Section 3 of the Declaration specifies that at this time the Declaration may be amended by not less than seventy-five percent (75%) of the lot owners; and

WHEREAS, the Declaration further requires that any amendment to a provision in the Declaration required by the Town of Garner be approved by the Town of Garner, and this amendment is not to a provision that would require such approval; and

WHEREAS, not less than seventy-five percent (75%) of the lot owners in Pine Winds desire to amend the Declaration as set forth herein;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Covenants, Conditions and Restrictions for Pine Winds Townhomes is amended as follows:

1. Article IX of the Declaration is amended by inserting the following new Section 7:

Section 7. Leasing of Townhomes. No Townhome may be leased except pursuant to the following provisions:

- (a) Definitions. For purposes of this Section 7, the following definitions shall apply: (i) "Owner-occupied" shall mean occupancy of a townhome by the Owner of record of the townhome or any parent or child of the Owner of record; (ii) the terms "lease" or "leased" shall refer the regular, exclusive occupancy of a townhome by any person other than the Owner, whether or not such person is paying rent to the Owner (except that occupancy by a roommate of an Owner when the Owner occupies the dwelling as the Owner's primary residence, or occupancy by an immediate family member of the Owner, whether or not the Owner occupies the dwelling, shall not be deemed a leasing situation); and (iii) the term "immediate family member" refers to a spouse or domestic partner of the Owner, or a child or parent of the Owner or of the Owner's spouse or domestic partner.
- (b) Owner-Occupancy Requirement. No townhome may be leased unless it has been Owner-occupied for at least twelve (12) consecutive months, except in the case of the death of an Owner. Upon the death of an Owner, the heirs of the Owner taking title to the townhome shall be permitted to lease the townhome without being required to occupy the townhome and shall be permitted to lease the townhome whether or not the deceased Owner occupied the townhome for at least twelve (12) months prior to his or her death. The Board of Directors 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.
- (c) Lease Requirements. All lease agreements shall be in writing and shall be for a term of not less than twelve (12) months. All lease agreements shall incorporate the requirements of the Declaration, Bylaws, and rules and regulations of the Association, and shall require any lessee to abide by all the



obligations set forth in those documents as a condition of the lease agreement. The lease agreement must state that any failure of a lessee to comply with the terms of such documents shall be a condition of default under the lease agreement.

- (d) Provision of Documents to Lessees; to Board. Owners are required to provide lessees with a copy of the Declaration, Bylaws, and rules and regulation of the Association, and shall require lessees to sign a statement indicating that they received and reviewed a copy of the Declaration, Bylaws and rules and regulations of the Association. A copy of such statement shall be submitted to the Board along with a copy of the executed lease agreement. A copy of the executed lease agreement shall be filed with the Board within thirty (30) days of the date of signing such agreement or the date the lessee first takes up occupancy, whichever occurs first.
- (e) Transient Rental Prohibited. No townhome may be leased for hotel or transient purposes. It is the intent of this Section 7 that all leases or rentals of townhomes be for residential purposes of at least twelve (12) months in term, and not for short-term habitation (including via programs such as Airbnb and similar enterprises).

Except as amended herein, the remaining portions of the Declaration are and shall remain unchanged and in full effect. Sections 7(a), 7(c), 7(d) and 7(e) of this amendment to the Declaration of Covenants, Conditions and Restrictions for Pine Winds Townhomes shall be effective from the date of recording in the Wake County Registry. Section 7(b) of this amendment shall not apply to a particular lot until the first transfer or conveyance of that lot to a third party following the recording of this amendment, and will apply whether such conveyance is voluntary or involuntary.

*[Signature Page to Follow]*

CERTIFICATION OF VALIDITY OF AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR PINE WINDS TOWNHOMES

By authority of its Board of Directors, Pine Winds Townhomes Homeowner's Association, Inc. hereby certifies that the foregoing instrument has been duly approved by not less than seventy-five percent (75%) of the lot owners within Pine Winds Townhomes, and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Pine Winds Townhomes.

PINE WINDS TOWNHOMES  
 HOMEOWNER'S ASSOCIATION, INC.

By:

President

*Wendy Morgan*

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

I, Caroline J. Herring, a Notary Public of the County and State aforesaid, certify that Wendy Morgan, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 13<sup>th</sup> day of April, 2022.



*Caroline J. Herring*  
 Notary Public

Caroline J. Herring  
 Printed Name

My Commission Expires: 4-20-24