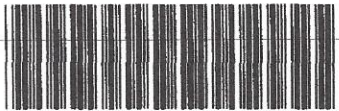


FOR REGISTRATION REGISTER OF DEEDS  
Judy D. Martin  
Moore County, NC  
July 16, 2014 03:07:27 PM  
Book 4376 Page 282-287  
FEE: \$26.00  
INSTRUMENT # 2014008287

LL

May



INSTRUMENT # 2014008287

Prepared by and return to Robbins May & Rich LLP (SFL), 120 Applecross Road, Pinehurst, North Carolina 28374  
No Title Examination Performed

Brief Description for Index: Eighth Amendment to Declaration of Camden Villas at Mid South Condominium

EIGHTH AMENDMENT TO DECLARATION OF CAMDEN VILLAS AT MID SOUTH CONDOMINIUM

THIS EIGHTH AMENDMENT TO DECLARATION OF CAMDEN VILLAS AT MID SOUTH CONDOMINIUM (this "Amendment") is made as of the date on which it is recorded in the Moore County Registry (the "Effective Date") by Camden Mid South LLC, an Ohio limited liability company, ("Declarant") in order to amend that certain Declaration of Camden Villas at Mid South Condominium recorded in Book 3374, Page 524, Moore County Registry, as amended, (the "Declaration").

WITNESSETH

WHEREAS capitalized terms used but not otherwise defined herein shall possess the meanings ascribed thereto in the Declaration unless otherwise specified herein;

WHEREAS the Association is charged with, inter alia, the preservation of property values within the Condominium and the wellbeing of Unit owners and occupants;

WHEREAS an inordinate number of rental units within the Condominium is likely to result in the diminution of property values therein and the availability of loans secured by Units and to compromise the wellbeing of Unit owners and occupants;

WHEREAS the Association wishes to foster an environment in which responsible Owners and their companion animals are welcomed;

WHEREAS this Amendment was, without limitation upon the provisions of Section 1(c) of Article XVIII of the Declaration, duly adopted pursuant to the requirements set forth therefor in Articles XVII and XVIII of the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as hereinafter set forth.

I. RENTAL RESTRICTIONS

1. Insert the definition hereinafter set forth in the Definitions of the Declaration.

16.A. "Lease Agreement" means any contract, agreement, or arrangement, oral or written, that concerns the exchange of money or other consideration for permission and right to reside, use,

dwelling, or occupy a dwelling, home, structure or lot and does not include a legally executed transfer of title to the property or otherwise alter the ownership interests of the property at the time of commencement.

2. Strike Section 2(g) of Article III of the Declaration and insert the provision hereinafter set forth in lieu thereof:

a. Leases. No Unit shall be subject to any Lease Agreement unless (i) the Lease Agreement shall be in writing and accompanied by copies of the Condominium Documents, (ii) the Lease Agreement shall provide that the leasehold shall be subject, in all respects, to the provisions of the Condominium Organizational Documents and lawful rules and regulations (collectively, the "Condominium Documents"), (iii) the Lease Agreement shall provide that the failure of any tenant or occupant to comply with the terms of the Condominium Documents shall be a default under the Lease Agreement, (iv) the Lease Agreement shall be for a term of six (6) months or more, (v) the Lease Agreement shall be for exclusive use and occupancy the entire Unit and not for less than the entire Unit, and (vi) the Owner shall, at least ten (10) days prior to the commencement date of the Lease Agreement, provide the Association with the names and addresses of all people who will or are anticipated to occupy the Unit.

b. Limit on Rental Units.

- i. No more than fifteen percent (15%) of the Units, in the aggregate, shall be subject to or occupied pursuant to a Lease Agreement at any time (the "Rental Cap").
- ii. Each Owner shall present the Lease Agreement to the Board, or its designated representative, prior to execution of any Lease Agreement and at least fifteen (15) days prior to the proposed commencement date of the Lease Agreement, for a determination thereby of the number of Leased Units and the availability, if any, under the Rental Cap.
- iii. The Board of Directors shall maintain a list for those Owners who wish to lease their Units but for which there is no availability under the Rental Cap (the "Rental Waiting List"). The Rental Waiting List shall prioritize Owners, on a "first come, first served" basis, by the date on which each Owner requested placement thereon.
- iv. The sale or transfer of a Unit, except in the event of the death of its Owners, shall cause the removal of a Unit from the list of Units approved for lease (the "Approved Rentals List") and, if there is no availability under the Rental Cap at the time thereof, the Owner shall not be entitled to Lease the Unit and may request placement on the Rental Waiting List.
- v. The Board may elect to exceed the Rental Cap if an Owner proves significant financial hardship or duress that arose or occurred after his or her purchase of the Unit.

II. PETS

1. Strike Section 2(l) of Article III in its entirety and insert the provision hereinafter set forth in lieu thereof.

Animals. Except as hereinafter provided, no animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that (i) no more than one pet with a mature weight not in excess of seventy-five (75) pounds may be maintained in any Unit except that, if a Unit owner, prior to the commencement of occupancy of a Unit, requests the Board, in writing, for permission to maintain two pets in a Unit, the Board, in its discretion, may, in writing, authorize two pets, provided that (1) the two pets are either dogs of a miniature breed or cats, (2) the two pets have or will have a combined mature weight not in excess of one hundred (100) pounds, (3) the pets shall be house pets only and not permitted in Common Elements, and (4) those pets are owned by the Unit



Owner at the time of commencement of occupancy of a Unit, (ii) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate including, without limitation, the right to prohibit pets entirely, to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets, and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

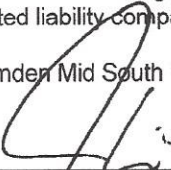
III. OTHER

1. Procedural Compliance. Edward Foster and Jeffrey G. Wilkins, in their official capacities as, respectively, president and secretary-treasurer of Camden Villas at Mid South Unit Association, Inc., hereby join in the execution of this Amendment for the sole purpose of certification that this Amendment was duly adopted pursuant to Section 2 of Article XVIII of the Declaration.
2. References. All references in the Declaration to "this Declaration" shall be deemed to refer to the Declaration as amended hereby.
3. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Declaration shall remain in full force and effect.
4. Severability. Invalidation of any one or more of these provisions by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Amendment conflicts with mandatory provisions of Chapter 47C of the North Carolina General Statutes, the North Carolina Condominium Act, the requirements of the latter shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provision of this Amendment, which provisions remain in full force and effect.
5. Conflict. This Amendment shall, in the event of a conflict between this Amendment and the Declaration, control.

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IN WITNESS WHEREOF, this Amendment is executed (a), if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names or signatures, (b), if by a corporation, by the duly authorized officers, directors or shareholders of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signatures of the officers, directors or shareholders, (c), if by a partnership, by the duly authorized partners of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the partnership or the signatures of the partners or (d), if by a limited liability company, by the duly authorized members or managers on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the limited liability company or the signatures of the members or managers, on the day and year first above written.

Camden Mid South LLC

 (SEAL)  
By: Jeffrey G. Wilkins  
Its: Manager

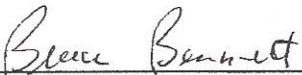
STATE OF OHIO  
COUNTY OF FRANKLIN

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

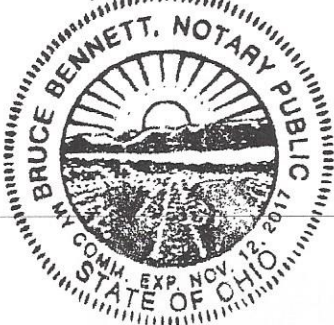
Name	Capacity
Jeffrey G. Wilkins	Manager, Camden Mid South LLC

- ☒ I have personal knowledge of the identity of the principal;
- ☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_; or
- ☐ A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 29 day of May, 2014.

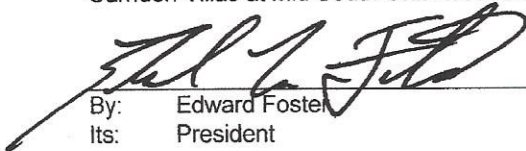
  
Notary Public  
Print notary name: BRUCE BENNETT  
(notary name must be exactly as on notary seal)  
My commission expires: 11-12-2017

[affix notary seal, which must be fully legible, below]



IN WITNESS WHEREOF, this Amendment is executed (a), if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names or signatures, (b), if by a corporation, by the duly authorized officers, directors or shareholders of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signatures of the officers, directors or shareholders, (c), if by a partnership, by the duly authorized partners of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the partnership or the signatures of the partners or (d), if by a limited liability company, by the duly authorized members or managers on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the limited liability company or the signatures of the members or managers, on the day and year first above written.

Camden Villas at Mid South Unit Association, Inc.

 (SEAL)  
By: Edward Foster  
Its: President


STATE OF Ohio  
COUNTY OF Franklin

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

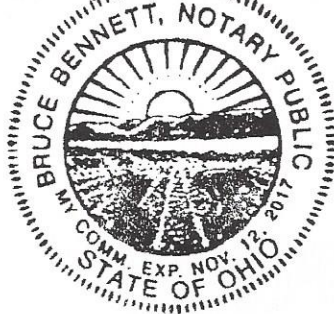
Name	Capacity
Edward Foster	President, Camden Villas at Mid South Unit Association, Inc.

- ☒ I have personal knowledge of the identity of the principal;
- ☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_; or
- ☐ A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 28 day of MAY, 2014.

  
Notary Public  
Print notary name: BRUCE BENNETT  
(notary name must be exactly as on notary seal)  
My commission expires: 11-12-2017

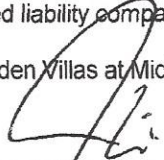
[affix notary seal, which must be fully legible, below]





IN WITNESS WHEREOF, this Amendment is executed (a), if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names or signatures, (b), if by a corporation, by the duly authorized officers, directors or shareholders of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signatures of the officers, directors or shareholders, (c), if by a partnership, by the duly authorized partners of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the partnership or the signatures of the partners or (d), if by a limited liability company, by the duly authorized members or managers on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the limited liability company or the signatures of the members or managers, on the day and year first above written.

Camden Villas at Mid South Unit Association, Inc.

  
\_\_\_\_\_(SEAL)  
By: Jeffrey G. Wilkins  
Its: Secretary/Treasurer

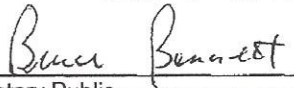
STATE OF Ohio  
COUNTY OF Franklin

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Jeffrey G. Wilkins	Secretary/Treasurer, Camden Villas at Mid South Unit Association, Inc.

- ☒ I have personal knowledge of the identity of the principal;
- ☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_; or
- ☐ A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 28 day of May, 2014.

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

Print notary name: Bruce Bennett  
(notary name must be exactly as on notary seal)

My commission expires: 11-12-2017

[affix notary seal, which must be fully legible, below]

