

FOR REGISTRATION
J. David Granberry
REGISTER OF DEEDS
Mecklenburg County, NC
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Prepared by and Mail to: James H. Slaughter, Rossabi Black Slaughter, P.A.
P.O. Box 41027, Greensboro, NC 27404

MECKLENBURG COUNTY

**FOURTH AMENDMENT TO MASTER
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR PARK SOUTH STATION**

NORTH CAROLINA

This FOURTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PARK SOUTH STATION is made this 12th day of August, 2015, by J&B Development and Management, Inc., a North Carolina corporation, and Piston, LLC, a North Carolina limited liability company (collectively referred to as "Declarant").

WITNESSETH:

WHEREAS, by the following instruments recorded in the Mecklenburg County Registry, the Declarant subjected PARK SOUTH STATION (the "Property") to the following Declaration of Covenants, Conditions, and Restrictions for Park South Station (the "Declaration") and amendments to the same:

- a) Book 21580, Page 1 on December 29, 2006
- b) Book 23337, Page 203 on January 31, 2008;
- c) Book 27236, Page 613 on March 30, 2012; and
- d) Book 29665, Page 290 on December 30, 2014.

WHEREAS, the Declaration applies to and runs with the land described in the Map Books and Pages of the Mecklenburg County Register of Deeds, including without limitation the following:

- a) Map Book 48, Page 573;
- b) Map Book 48, Page 794;

- c) Map Book 48, Page 810;
- d) Map Book 48, Page 812;
- e) Map Book 51, Page 621;
- f) Map Book 51, Page 727;
- g) Map Book 51, Page 778;
- h) Map Book 51, Page 956;
- i) Map Book 52, Page 775;
- j) Map Book 53, Page 868;
- k) Map Book 55, Page 811; and
- l) Map Book 56, Page 536.

WHEREAS, the Declaration provides that Declarant, for so long as it owns any interest in any Lot in the Property, has the right, without the joinder or consent of any Owner, to amend the Declaration in order to ensure development of the Property in accordance with Declarant's development plan for the Property, and Declarant still owns Lots in the Property; and

WHEREAS, this instrument is executed in accordance with Declarant's development plan for the Property to provide for the following amendments to the Declaration of Covenants, Conditions and Restrictions for Park South Station.

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Park South Station is amended to read as follows:

**AMENDMENT TO SECTION 6.2 ("DIVISION OF LOTS; NO TIME SHARING;
LEASING")**

Amend Section 6.2 as follows:

c. Leasing of a Dwelling Unit shall be permitted subject to reasonable rules regarding leasing, including but not limited to the permitted duration and permitted maximum percentage of Dwelling Units which may be leased at any given time, which may be adopted from time to time by resolution of the Board (without the necessity of amendment of this Declaration). Prior to or in lieu of the Board's adoption of such rules, the minimum term of permitted leases shall be six (6) months and the maximum percentage of all Dwelling Units in any Multi-Family Dwelling, in any Neighborhood and in the Property (excluding Multi-Family Dwellings) which may be leased at any given time shall be twenty percent (20%). In no event, however, may the number of leased Dwelling Units in any Multi-Family Dwelling or in the Property exceed any limitation established by the FHA or VA. The tenant(s) under any such lease shall be bound by all of the provisions of this Declaration. Any such leases shall not relieve the Owner of its responsibilities and obligations under this Declaration. Prior to entering into any lease, the Owner of the Dwelling Unit proposed to be leased shall present the lease to the Board for approval in order for the Board to ensure (i) that the lease complies with the provisions of this Declaration, and (ii) that the lease will not result in more than twenty percent (20%) of the Dwelling Units in the Property, in any Neighborhood, or in any Multi-Family Dwelling being leased at any given time. **The Board may adopt a schedule of reasonable fees for processing requests for approval, and the payment of such fees, as well as other expenses, shall be**

deemed to be a Special Individual Assessment, enforceable against the Owner of the Lot or Dwelling Unit as provided herein.

AMENDMENT TO SECTION 6.13 ("CERTAIN PLANTS, ANIMALS, AND PETS")

Amend Section 6.13 as follows:

b. ~~All household pets shall be registered with the Association by providing all requested information on the Association's household registration form, which shall be available to each Owner upon request. Owners must complete registration within thirty (30) days of the pet's first taking residence on the Property with the Owner.~~ **[Deleted]**

e. ~~Any dog which is one-quarter or more pit bull or Rottweiler, as those breeds are commonly understood by the general public, is hereby prohibited from all of the Property including all Lots, Dwelling Units and Common Areas.~~ **[Deleted]**

AMENDMENT TO SECTION 8.2 ("VOTING CLASSES")

Amend Section 8.2 and Section 8.3 as follows:

8.2. Voting Classes. The Association shall have two (2) classes of voting memberships:

a. Class I. The Class I Members shall be all Owners of Lots or Dwelling Units within the Property, other than the Declarant as long as Class II membership exists. Every Class I Member in the Property shall be entitled to one (1) vote for each Lot or Dwelling Unit which he owns. In the case of multiple ownership of any Lot or Dwelling Unit, however, those multiple Owners shall be treated collectively as one Owner. The Class I Members shall be divided into two (2) **three (3)** sub-classes ("Neighborhood Voting Groups") as follows:

i. Neighborhood Voting Group 1 shall consist of all those Owners of Townhome Lots as defined in that Declaration of Covenants, Conditions and Restrictions for Park South Station Townhomes recorded in the Mecklenburg County Registry, ~~and~~

ii. Neighborhood Voting Group 2 shall consist of all those Owners of Condominium Units as defined in that Declaration of Condominium for Park South Station Condominiums recorded in the Mecklenburg County Registry, as the same may be supplemented from time to time to add additional Condominium Units to the operation of such declaration, **and**

iii. Neighborhood Voting Group 3 shall consist of all those Owners of Single Family Homes as defined in that Declaration of Covenants, Conditions

**and Restrictions and amendments for Park South Station Townhomes
recorded in the Mecklenburg County Registry.**

b. Class II. The Class II Member shall be the Declarant, who shall be entitled to six (6) votes for each Lot or Dwelling Unit owned by it within the Property. The Class II membership shall cease and be converted to Class I membership on the happening of the first to occur of the following events:

- i. Declarant no longer owns any Lot within the Property, or
- ii. December 31, 2015 **2016**.

c. Additional Property. If the Class II membership has been terminated or has expired and subsequently additional properties owned by the Declarant thereafter become subject to this Declaration pursuant to Section 1.2, the Class II membership shall immediately be reinstated as of the date such additional properties become subject to this Declaration and shall not terminate until Declarant no longer owns any Lot within the entirety of the property then comprising the Property.

8.3. Voting; Proxies.

a. If only one of the multiple Owners of a Lot or Dwelling Unit is present at a meeting of the Association, the Owner who is present is entitled to cast all the votes allocated to that Lot or Dwelling Unit. If more than one of the multiple Owners are present, the votes allocated to that Lot or Dwelling Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. Majority agreement is conclusively presumed if any one of the multiple Owners casts the votes allocated to that Lot or Dwelling Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot or Dwelling Unit.

b. Votes allocated to a Lot or Dwelling Unit may be cast pursuant to a proxy duly executed by an Owner. If a Lot or Dwelling Unit is owned by more than one person, each Owner of the Lot or Dwelling Unit may vote or register protest to the casting of votes by the other Owners of the Lot or Dwelling Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated. A proxy terminates 11 months after its date, unless it specifies a shorter term.

c. No votes allocated to a Lot or Dwelling Unit owned by the Association may be cast.


d. There shall be five (5) members of the Board of Directors of the Association **who may be elected from any Neighborhood Voting Group.** ~~The two (2) Neighborhood Voting Groups of Class I Members specified in subsection 8.2(a) above shall each elect two (2) Owners from the corresponding Neighborhood as members of the Board. In~~

~~addition, in alternating years, each Neighborhood Voting Group shall elect a third Owner from its Neighborhood to serve as the fifth and final member of the Board, such that each Neighborhood alternates yearly in electing a majority of the Board members. Regardless of whether the Board or the Owners elect to adopt staggered terms for the remaining members of the Board, the fifth member shall always serve a one (1) year term and shall always be elected in the manner described above. The election of the Board of Directors shall otherwise be conducted as set forth in the Bylaws; **however, in the event of a conflict between the provision of this article and the Bylaws, the Declaration prevails.**~~ No Board shall adopt an increase in Assessments (except for Special Assessments as otherwise allowed herein) due from one Neighborhood that is not applicable in the same percentage to the other Neighborhood unless such increase is to be effective only after the next Board takes office.

All other terms and conditions contained in the Declaration or amendments to the Declaration shall remain unchanged.

J&B DEVELOPMENT AND MANAGEMENT, INC.

BY:


MARK SWARTZ, VICE PRESIDENT

PISTON, LLC

BY:


MARK SWARTZ, MANAGER

NORTH CAROLINA

MECKLENBURG COUNTY

I, a Notary Public of the County and State aforesaid, certify that Mark Swartz personally came before me this day and acknowledged that he/she is Vice President of J&B Development and Management, Inc., and that he/she, Vice President, being authorized to do so, executed the foregoing on behalf of J&B Development and Management, Inc.

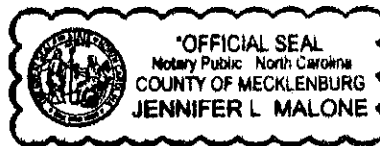
WITNESS my hand and official stamp or seal, this 12th day of August, 2015.

Jennifer L. Malone
Notary Public

Jennifer L. Malone
Printed Name

My commission expires:

3/5/19



NORTH CAROLINA

MECKLENBURG COUNTY

I, a Notary Public of the County and State aforesaid, certify that Mark Swartz personally came before me this day and acknowledged that he/she is Manager of Piston, LLC, and that he/she, Manager, being authorized to do so, executed the foregoing on behalf of Piston, LLC.

WITNESS my hand and official stamp or seal, this 12th day of August, 2015.

Jennifer L. Malone
Notary Public

Jennifer L. Malone
Printed Name

My commission expires:

3/5/19

