

Prepared by and return to:  
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**NORTH CAROLINA**  
**JOHNSTON COUNTY**

**FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR ARCHERS CROSSING**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR ARCHERS CROSSING is made this the  
5<sup>th</sup> day of October, 2022.

**WITNESSETH:**

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Archers Crossing (hereinafter "Declaration"), was recorded June 13, 2019 in Book 5365, Page 507 of the Johnston County Registry; and

WHEREAS, Article XII, Section 6 of the Declaration provides that the Declaration may be amended by the vote of sixty-seven percent (67%) of the Lot Owners of the Association; and

WHEREAS, the Board of Directors of the Association proposed an amendment to the Declaration to limit and restrict leasing in the community; and

WHEREAS, a meeting of the members of the Association was held on August 9, 2022, at which time, more than 67% of the Lot Owners in Archers Crossing voted in favor of the leasing restriction;

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions and Restrictions for Archers Crossing is hereby amended as follows, and that except as herein provided, all other remaining provisions of the Declaration of Covenants, Conditions and Restrictions for Archers Crossing are ratified and confirmed in every respect:

**1. THAT, the following Subsection 1.1 is hereby added to Article VIII of the Declaration:**

1.1 Rental Restrictions. Each Unit is hereby restricted to residential use by the Owner thereof, his immediate family, guests and invitees. No Unit shall be used for transient hotel purposes, including but not limited to Air Bnb-type rentals, nor may any Unit be leased for less than the entire Unit. No Unit may be occupied in excess of the allowable occupancy limits established by Johnston County. All Units must be owner-occupied and may not be leased to any person or entity. "Owner-occupied" shall have that same meaning as is currently established by the Federal Housing Administration (FHA). All Units which are currently leased as of the date of the filing of this Amendment shall be "grandfathered" under this provision and may remain leased properties only for so long as the Unit remains leased. Any period lasting longer than sixty (60) days wherein the Unit is not leased or occupied by a tenant shall nullify the "grandfathered" status of the Unit under this provision. Any Owner leasing his Unit may be held liable for violations of the Governing Documents by the imposition of fines, the assessment of damages, or injunctive relief, and may be held liable for violations committed by his tenants. The Board of Directors has the authority to grant hardship exemptions to this provision, provided that the Owner must have resided in the Unit for at least two (2) years and has experienced changed conditions, personal or economic. Such hardship exemption shall only be granted for a maximum of two (2) years. The Board of Directors has the specific authority to adopt reasonable rules and regulations to implement the provisions of this Section.

**2. That this Amendment shall be effective upon the recordation in the Office of the Register of Deeds of Johnston County;**

**3. That, except as herein provided, the remaining provisions of the Declaration, as amended, are hereby ratified and confirmed in every respect.**

IN WITNESS WHEREOF, the Archers Crossing Homeowners' Association, Inc. has caused this instrument to be signed and executed on the date stated hereinabove.

**ARCHERS CROSSING HOMEOWNERS' ASSOCIATION, INC.**

By: Melissa Alexander  
President

STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Melissa Alexander personally came before me this day and acknowledged that he is the President of the **ARCHERS CROSSING HOMEOWNERS' ASSOCIATION, INC.** a North Carolina Non-Profit corporation, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 5<sup>th</sup> day of October, 2022.

Ariana E Mauro  
Notary Public

My Commission Expires: July 15<sup>th</sup>, 2023

