

For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
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2023 Jan 18 02:57 PM RE Excise Tax: \$ 0.00
Book: 37889 Page: 911 - 913 Fee: \$ 26.00
Instrument Number: 2023004639

Fredrick Smith

Drawn by and Mail to:

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SARDIS FOREST

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SARDIS FOREST (the "Amendment") is made and entered into as of the 12 day of October, 2022, by THE SARDIS FOREST HOMEOWNERS ASSOCIATION, a North Carolina nonprofit corporation ("Association").

STATEMENT OF BACKGROUND

Sardis Forest subdivision is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded in Book 3487 at Page 967, Mecklenburg County Public Registry, as the same has been amended and supplemented ("Declaration"). The Association's Members desire to amend the Declaration for the purposes set forth herein.

AGREEMENT

NOW THEREFORE, Association does hereby amend the Declaration as follows:

1. **Authority.** The undersigned President of the Association certifies that this Amendment was approved by the affirmative vote of at least sixty-seven percent (67%) of the Association's Members.

2. **Board Qualifications.** A new Section 3 shall be added to Article III as follows:

Section 3. Board Qualifications. Sardis Forest subdivision consists of two sections, one of which is subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 3847 at Page 967, which was amended at various times to add additional property into the Declaration. Any Owner of lots or property covered by the Declaration is a mandatory member of Sardis Forest Homeowners Association (these owners,

“Mandatory Members”). Only Mandatory Members are eligible to serve on the Board of Directors of the Sardis Forest Homeowners Association.

3. Leasing. A new Section 13 shall be added to Article VI as follows:

Section 13. Leasing. No Owner shall be allowed to lease more than one Lot within the Properties at any time, regardless of the number of Lots such Owner owns. For purposes of this Section, any businesses, trusts, corporations, partnerships or other entities other than a natural person, which are affiliates or which share common ownership, or which share common officers, directors, employees, or locations, shall be considered to be a single Owner for determining the number of Lots owned by such entities. Prior to becoming eligible to lease its Lot, an Owner must occupy the Lot as the Owner’s primary residence for at least 12 consecutive months. For Lots owned by a corporation, LLC, partnership, trust or other entity, occupancy must be by an officer, director, managing member, trustee or other person in a position of control over the entity.

Any Lot Owner with a lease in effect as to that Owner’s Lot (the Lot, an “Exempt Lot”) as of the time of recording of this Amendment, and which Lot Owner has provided the Association with a copy of the lease agreement within sixty (60) days after the effective date of the Amendment, may continue to lease the Lot irrespective of the one-Lot lease limitation herein. This exemption shall expire as to the Exempt Lot on the date upon which fee simple title to the Lot is transferred to or vests in a subsequent owner.

For purposes of this Section, a “lease” is defined as the exclusive or non-exclusive occupancy or license for use of all or any portion of a Lot by any person(s), other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including but not limited to, a fee, service, property or gratuity.

4. Miscellaneous. Except as amended hereby, the Declaration shall remain in full force and effect. If any term or condition of this Amendment is found by a court of competent jurisdiction to be unenforceable, then the unenforceable term or condition shall be automatically stricken and the remainder of this Amendment shall be unaffected.

[Signature page(s) follow]

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed by authority duly granted as of the date first above written.

DECLARANT:

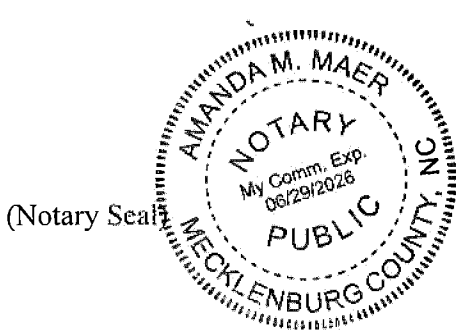
THE SARDIS FOREST HOMEOWNERS ASSOCIATION, a North Carolina nonprofit corporation

By: Irene M. Suchoza
Name: Irene M. Suchoza
Its: President

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Amanda M Maer, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 12 day of October, 2022, Irene M. Suchoza personally known to me or proven by satisfactory evidence (said evidence being NCDL), personally appeared before me who, being by me first duly sworn, said that s/he is THE SARDIS FOREST HOMEOWNERS ASSOCIATION, a North Carolina nonprofit corporation, and that by its authority duly given, she voluntarily signed and swore to the foregoing writing for the purposes therein on behalf of said corporation.

WITNESS my hand and official stamp or seal.



Amanda M Maer
Notary Public
Notary Typed Name: Amanda M Maer
My Commission Expires: 06/29/26