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GASTON COUNTY

NORTH CAROLINA

**AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS FOR
KENDRICK FARM**

This **AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
FOR KENDRICK FARM** is made this 17 day of May, 2023, by KENDRICK FARM
COMMUNITY ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the Declarant subjected KENDRICK FARM (the "Property") to the Declaration of Protective Covenants recorded in Deed Book 4069, Page 1009 of the Gaston County Registry and amendments to the same, including but not limited to the following (collectively, the "Declaration"):

- a) Book 5270, Page 2473;

WHEREAS, the Declaration applies to and runs with the land described in the Plat Books and Pages of the Gaston County Register of Deeds, including but not limited to the following:

- a) Book 68, Page 113;

WHEREAS, NCGS § 47F-2-117 states that the declaration may be amended only by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated, or any larger majority the declaration specifies. The percentage required for passage per the Declaration is a lesser majority than sixty-seven percent (67%), and such approval as required by statute has been obtained.

NOW THEREFORE, the Declaration of Protective Covenants for Kendrick Farm is amended as follows:

Article VI (“Use Restrictions and Rules”), Section 6 (“Leasing”) is amended to read as follows:

Section 6. Leasing.

- (a) For purposes of this Section, “Leasing” shall be defined as allowing occupants to reside on a Lot for any consideration. Leasing shall also include leasing with an option to purchase or contracts for deed whereby the current occupant is not the Owner of the property.
- (b) For each Lot that is conveyed to a new Owner any time after the date of recording of this Amendment, that Owner shall be prohibited from leasing or renting their Lot until they have owned and resided on the Lot for a period of at least twenty four (24) consecutive months (the “waiting period”). After that time has been satisfied, the Lot may be leased, provided that the lease is in writing, is for a period of at least twelve (12) months, and is subject to all terms of the Declaration, as amended. For purposes of clarity, however, if any Owner conveys their Lot to a legal entity of which they are a principal, or if they acquire a Lot as a result of the death of an Owner, by probate or other means of inheritance, evidence of which shall be provided to the Association, this shall not be deemed an interruption of the twenty four (24) month waiting period, nor shall it necessitate a new waiting period if the Owner had already satisfied the ownership obligation. In the event that a Lot is leased for any period of time in violation of this mandatory waiting period, the waiting period shall be immediately tolled and any time which elapses while the unpermitted lease remains in effect shall not count toward satisfaction of the waiting period. Reasonable evidence of satisfaction of the waiting period shall be furnished to the Association within seven (7) days of a written request from the Association.
- (c) All leases shall state that they are subject to the Articles of Incorporation of the Association; the Declaration (as amended); the Association’s Bylaws; and any other governing documents or rules of the Association. All leases shall provide that failure to comply with any of these listed items above shall constitute a default under the lease for which the lease may be terminated.
- (d) Beginning as of the effective date of this Amendment, no Lot that is not also concurrently occupied by the Owner may be leased or advertised for lease for less than twelve (12) months. Further, no Lot that is not occupied by the Owner may be leased except in its entirety.
- (e) Notwithstanding subsection (d), for so long as an Owner continuously physically resides upon their Lot concurrently with any lease term and such Owner continues to use the Lot as their primary residence, such Owner may lease a portion of their Lot for periods of less than twelve (12) months through short term rental entities. All such rentals shall require that the tenants comply at all times with the Association’s governing documents, and no Owner shall rent their Lot to more than one tenant (including their family, guests and invitees) at any one time. It is the intent of this section to allow short term rentals consistent with the terms of this Section but not to allow individual rooms or portions of Lots to be rented to multiple parties.

- (f) Any Owner leasing their Lot shall provide the Association with a copy of the lease within seven (7) days of the Lot being initially rented, and within seven (7) days upon any renewals or subsequent lease. To the extent that any Owners are currently renting their Lot at the time that this Amendment is recorded, those Owners shall provide to the Association a copy of the current lease within seven (7) days after the recording of this Amendment, and within seven (7) days of any renewals or subsequent lease. Along with any copy of a lease provided to the Association, the Owner shall provide current contact information for themselves and contact information for each adult tenant. Owners engaging in short term rentals pursuant to Section (e) above shall not be subject to the requirements of this subsection (f).
- (g) The Association Board of Directors shall be entitled to adopt additional reasonable rules to assist in the administration of these terms.

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

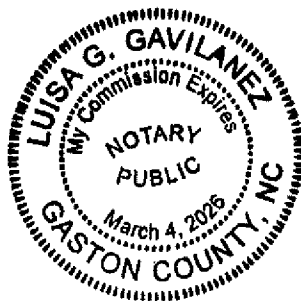
KENDRICK FARM COMMUNITY
ASSOCIATION, INC.

By: *Elizabeth Turneabe*
Kendrick Farm HOA, President

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, a Notary Public of the County and State aforesaid, certify that Elizabeth Turneabe personally came before me this day and acknowledged that (s)he is President of KENDRICK FARM COMMUNITY ASSOCIATION, INC., and that (s)he, President, being authorized to do so, executed the foregoing on behalf of KENDRICK FARM COMMUNITY ASSOCIATION, INC.

WITNESS my hand and official stamp or seal, this 17th day of May, 2023.



Luisa G. Gavilanez
Notary Public

Luisa G. Gavilanez
Printed Name

My commission expires: 03/04/2026