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FORSYTH COUNTY NC FEE \$51.00

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PRESENTED & RECORDED

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**LYNNE JOHNSON**

REGISTER OF DEEDS

BY: OLIVIA DOYLE, ASST

**BK: RE 3695**

**PG: 2875 - 2880**

**RECORDING COVER SHEET**

**RESTATED DECLARATIONS**

GRANTOR: ROBBINS BROOK HOMEOWNERS ASSOCIATION, INC.

GRANTEE: ROBBINS BROOK HOMEOWNERS ASSOCIATION, INC.

Prepared by: Kenneth Love, Esq.

Mail after recording to: Kenneth Love

19590 Independence Pointe Parkway, Suite 200, Matthews, NC 28105

State of North Carolina  
County of Forsyth

## FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROBBINS BROOK

This FOURTH AMENDMENT made this 10 day of May, 2022, By Robbins Brook Homeowners Association, Inc. a North Carolina non-profit corporation; and

WHEREAS, **Robbins Brook Homeowners Association, Inc.** ("Association") is the association of property owners in Robbins Brook a residential community organized located in Forsyth County, North Carolina; and

WHEREAS, the Association was established as a residential community to be organized, controlled and governed by the Declaration of Covenants, Conditions, and Restrictions for Robbins Brook as recorded in Deed Book 2532 at Page 2738, et seq., in the Forsyth County Registry of Deeds ("Declaration"); and

WHEREAS, in accordance with the provisions of Article X of the Declaration, the owners of Lots to which at least sixty-seven percent (67%) of the votes as allocated, cast those votes in favor of the adoption of this amendment to the Declaration; and

NOW, THEREFORE, the Declaration of Covenants, Conditions, and restrictions for Robbins Brook are hereby amended as follows:

### **Article VII is amended by striking Section 1 and replacing it as follows:**

Section 1. Residential use and leasing of homes All of the Lots shall be restricted exclusively to single-family residential use. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. No Lot shall at any time be used for any commercial, business, or professional purpose. There shall be a limitation on rental/lease housing in the community as follows:

- (a). As of the effective date of this amendment and with respect to any and all lots in the community, there shall be a limitation on the number of dwellings located within the Association, which may be leased or rented at any given time.
  - i. At no time shall more than 5% of the homes in the community be available for and/or occupied by tenants or persons other than the deed holder to the home and their immediate family;
  - ii. Whenever the owner of a lot is an individual, couple, or family, such individual, couple or family shall be entitled to rent their home after they have resided in the community for at least Eighteen (18) consecutive months subject to the limitations in section (i) above.
  - iii. Subject to subsection (i) above, no investors or investment companies may lease homes in the community. Any investors or investment companies that currently lease homes in the community, will be grandfathered in for the purposes of this amendment. But if said investor or investment company transfers or otherwise conveys the home to another individual or entity, the grandfather protection is lost and the home will be subject to the restrictions of subsections (i) and (ii). This shall apply to all conveyances of the home, no matter how they are undertaken.

iv. Investors and investment companies shall be defined as any individual, group of individuals, or business entity, that purchases real property within Robbins Brook for the purpose of leasing said real property. Only individuals, couples, and families, who are deemed to be genuine residents of Robbins Brook may lease homes in the community, subject to subsections (i), (ii), and (iii). It shall be a violation of these Declarations for any investor or investment company to purchase a lot to rent or lease said lot.

v. The provisions of subsections (i) and (ii) shall be subject to a hardship provision explained below in section (b), but under no circumstance shall an investor or investment company be permitted to apply for or be granted any hardship waiver of the provisions of this section.

(b). In the event an Owner that is not a professional management company wishes to lease his or her home and have not resided in the community for at least Eighteen (18) months, said Owner may request a hardship waiver from the Board of Directors. The Board may, but shall not be required to, and in the Board's sole and absolute discretion, grant an exception to the rental restrictions to allow the Dwelling to be rented.

i. The Association recognizes that certain undue burdens and hardships may exist by reason of the Rental restriction and circumstances outside the control of individual owner. Therefore, the Board shall consider special circumstances and emergency situations that may constitute undue hardships on a case by case basis, and such determinations shall be made in the Board's sole and absolute discretion. By way of example and not limitation, the following examples are given: military deployment such that the Owner would be afforded certain protections under 50 U.S.C 3901, et. Seq., the Servicemembers Civil Relief Act; job loss by the Owner where the Owner must relocate his or her residence away from Forsyth County. The Board shall have wide discretion in granting hardship waivers with the intent to grant waiver whenever possible and is appropriate.

(c). Any dwelling that is owned by the HOA is not subject to the Rental restrictions.

(d). For an Owner to be in compliance with this section, he or she must do the following:

(i). The Property owner is to attach the Robbins Brook Lease Addendum to all leases they plan to execute with perspective tenants. The Association will not require a particular lease but a written lease must be provided to the tenant and it is strongly recommended that the owner consult an attorney to ensure the lease complies with North Carolina law. The Addendum cannot be altered, but the owner may add additional requirements to their lease. (e.g. no pets, no smoking etc.).

(ii). Owners must have received, in writing, permission to lease their property from the Board of Directors if they did not meet the conditions of subsection (A)(i).

(iii). Copies of leases must be submitted prior to the tenants moving in, to the Board of Directors (BOD) for review and kept in their records.

(iv). Pay a fee of \$200.00 for the administrative costs to the Association for reviewing leases and maintaining the cap. This fee may be passed on to tenants as the lease agree may allow.

- (v). Leases must be submitted with at least the following information:
  - (1). Names and ages of each tenant/occupant
  - (2). Background check results for each tenant aged 18 or older
  - (3). The make, model, and registration information for each vehicle owned/operated by the tenant(s). The tenant is responsible to make sure this information is updated should new and/or replacement vehicles be obtained during the duration of the lease. (The owner should make sure the tenant is aware of this obligation).
  - (4). Phone number and email address for each tenant aged 18 and older
  - (5). Tenant and Owner signatures that certify that the tenant has received, read, and agrees to abide by the Rules and Regulations, the Declarations of Covenants, Conditions, and Restrictions, and the Bylaws of the Association. as well as any amendments thereof, of the HOA.
- (e). Owners must provide their current residential and mailing address, email address and their phone number to the association and ensure this information remains current at all times;
- (h). The owner will remain liable to the Association for any violation of the Declarations and any other governing documents of the Association by the tenant and the Association retains the right to pursue such violations as it normally would against the Owner.
- (i). All leases must in writing and must have a minimum twelve (12) month term. No short term, VBRO (including Air BNB), or other temporary/transient housing agreements will be permitted under any circumstance. Tenants will not be permitted to remain on a month to month basis after a lease expires and a new written lease or lease renewal must be executed.
- (j). The association reserves the right to require a fee to run its own background check of any proposed tenant of the circumstances warrant. Said fee will be charged to the owner and the owner may decide whether to pass that cost onto the tenant. A copy of any background check will be provided to the owner.
- (k). All homes that are leased pursuant to the requirements of this section, may only be leased to single families, couples, or individuals. Under no circumstances, may any home be leased to more than two-persons unrelated by marriage or blood.

Except as specifically set forth herein, the remaining provisions of the Declaration shall remain in full force and effect.

This Amendment to the Declaration shall be effective on the date of recordation of the same in the Office of the Forsyth County Register of Deeds.

This Amendment to the Declaration has been approved or ratified by a majority of the Board of the Association.

IN WITNESS WHEREOF, the Association, with the consent of at least eighty percent (80%) of the votes held by each class of Members of the Association as such classes are set forth in the Association Documents; and the approval or ratification of a majority of the Board, hereby amend the Declaration for the purposes expressed hereinabove, and do hereby declare that the foregoing Second Amendment to the Declaration shall be binding on all parties having or hereafter acquiring any right, title or interest in the Properties subject to the Declaration, inclusive of any and all Lots and Dwellings, or any part thereof, and shall inure to the benefit of each Owner or successor in

interest, heir, transferee, assignee, or otherwise thereof.

A North Carolina Non-Profit Corporation

By: David Parsons  
5/10/22, Its President

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF FORSYTH

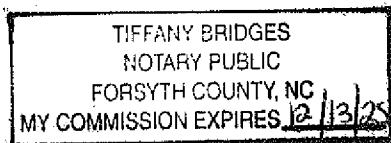
I, Tiffany Bridges, a Notary Public of the County and State aforesaid, certify that DAVID PARSONS personally came before me this day and acknowledged that she is the President of, Robbins Brook Homeowners Association, Inc. a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its

Witness my hand and official stamp or seal, this 10<sup>th</sup> day of May, 2022, ~~2021~~.

Tiffany Bridges  
Notary Public

Tiffany Bridges  
Printed Name

My Commission Expires: 12/13/25



By:

Ba Rg5/10/22

, Its Secretary

## STATE OF NORTH CAROLINA

## ACKNOWLEDGEMENT

## COUNTY OF FORSYTH

I, Tiffany Bridges, a Notary Public of the County and State aforesaid, certify that Ryan Printing personally came before me this day and acknowledged that s/he is the Secretary of, Robbins Brook Homeowners Association, Inc. a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_.

Witness my hand and official stamp or seal, this 10<sup>th</sup> day of May, ~~2021~~ <sup>2022</sup>.

Tiffany Bridges  
Notary Public  
Tiffany Bridges  
Printed Name

My Commission Expires: 12/13/25

