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**NORTH CAROLINA**

**MECKLENBURG COUNTY**

**NOTICE OF CORRECTION TO AMENDMENT TO DECLARATION FOR SARDIS FOREST PATIO HOMES  
RECORDED IN BOOK 32477 AT PAGE 407**

This Notice of Correction ("Notice") is executed this the 3<sup>rd</sup> day of February, 2021, by the Sardis Forest Patio Homes Association (the "Association"), by and through authority of its Board of Directors.

WHEREAS, an Amendment to Declaration of Condominium for Sardis Forest Patio Homes Condominium was recorded in **Book 32477 at Page 407** of the Mecklenburg County Register of Deeds on or about February 21, 2018 (the "Original Amendment").

WHEREAS, the Original Amendment contained several typographical errors which, if not corrected, could lead to a lack of clarity and to confusion in the application of the provisions of the Original Amendment.

NOW THEREFORE, typographical corrections and clarifications to the Original Amendment are set forth on the attached Exhibit A and appear as underlined language or ~~stricken~~ language that is also highlighted;

This the 3<sup>rd</sup> day of February, 2021.

SARDIS FOREST PATIO HOMES ASSOCIATION

Denice Valentine-Boone (Signature)

By: Denice Valentine-Boone (Print Name)

Title: President Sardis Forest Patio Homes Association

STATE OF NORTH CAROLINA  
COUNTY OF Mecklenburg

I, Adrienne J Nelson (printed name of Notary), a Notary Public for said County and State, certify that Denise Valentine - Boone (name) personally came before me this date and acknowledged that s/he is the President of the Sardis Forest Patio Homes Association., and as its President, has executed this Notice of Correction with full authority to do so.

Witnesseth my hand and official seal, this the 3 day of February, <sup>2021</sup>~~2020~~.

(SEAL)

Adrienne J Nelson  
Notary Public Signature

My Commission Expires: 02-19-2022

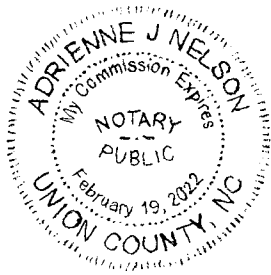


EXHIBIT A

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR SARDIS FOREST PATIO HOMES CONDOMINIUM**

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SARDIS FOREST PATIO HOMES is effective and executed this \_\_\_\_ day of \_\_\_\_\_, 2020, by the SARDIS FOREST PATIO HOMES ASSOCIATION (hereinafter referred to as "Association") pursuant to Article XIV, Section 3 of the "Declaration of COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SARDIS FOREST PATIO HOMES," recorded in Book 4555 at Page 403 of the MECKLENBURG Public Registry and as supplemented by Declarant in Book 4584 at Page 380, Book 4608 at Page 31, Book 4655 at Page 925, Book 4722 at Page 343, and in Book 4795 at Page 208, Book 4831 at Page 513, Book 4912 at Page 888, Book 9799 at Page 849 and as further described in the text of the Amendment set forth below ("Declaration").

**Statement of Purpose**

Article XIV, Section 3 of the Declaration provides for amendment to the Declaration upon the affirmative vote of or a written agreement signed by, unit owners of units to which at least ~~sixty-seven~~ seventy-five percent (75%) of the votes in the association are allocated. In accordance with the requirements of the Declaration, as well as N.C.G.S. §55A-7-08, the following Amendments to the Declaration were approved by the affirmative vote of the required percentage of the votes in the Association. Accordingly, the due and proper adoption of following Amendment is hereby certified by the President and the Secretary of the Association for recordation.

NOW THEREFORE, the Association by this Amendment to the Declaration of COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SARDIS FOREST PATIO HOMES (hereinafter referred to as the "Amendment"), does hereby declare that all of the aforesaid property of Sardis Forest Patio Homes, as stated in the Declaration (including all property incorporated into Sardis Forest Patio Homes by amendments and/or supplements), is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and easements set forth in this Amendment, which shall run with the said real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, and the Association and Owners do hereby amend the existing Declaration of COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SARDIS FOREST PATIO HOMES, as follows (Note: All capitalized terms herein, unless otherwise defined, shall be given the meaning assigned thereto in the Declaration):

**A. DECLARATION AMENDMENTS:**

**1. Article I, of the Declaration shall be amended to add the following new sections and definitions:**

Section 8. "Lease" shall only mean and refer to either (1) an absent owner renting out an entire lot or (2) an owner occupant renting out a single room on the lot. All lease agreements must comply with the provisions of Article XV.

Section 9. "Absent Owner" shall mean an owner that leases a lot to one or more tenants but does not live on the lot.

Section 10. "Owner Occupant" shall mean an owner that lives on the lot and also rents out rooms on the lot.

Section 11. "Lessee" shall mean and refer to the tenant or tenants under the lease.

Section 12. "Sublease" shall only mean and refer to a lease of a property by a lessee to a sublessee or subtenant. All sublease agreements must comply with the provisions of Article XV.

Section 13. "Sublessee" shall mean and refer to the tenant or tenants under a sublease.

**2. Article IV, of the Declaration shall be amended to add the following new section:**

Section 3. Notice and Quorum for Any Meeting Unrelated To An Increase In Annual Assessments. Written notice of any meeting called for purposes unrelated to an increase in annual assessments, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ten (10%) percent of all votes of the membership shall constitute a quorum. If the required quorum is not present, the meeting ~~maybe~~ may be adjourned to a later date by a majority vote of the ~~members another~~ members present. ~~Another~~ meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Notice and quorum for meetings concerning increases in annual assessments is covered in Article V, Section 4 of the Declaration of Covenants, Conditions and Restrictions.

**3. Article X (as more specifically labeled as X Insurance) of the Declaration shall be amended to delete the sentence as indicated by a strikethrough:**

Article X. Insurance. Each Owner shall secure and maintain in full force and effect at such Owner's expense, one or more insurance policies insuring Owner's Lot and the improvements thereon for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief.

Each Owner, at Owner's expense, shall secure and maintain in full force and effect comprehensive personal liability insurance for damage to person or property of others occurring on owner's Lot, in an amount not less than One Hundred Thousand Dollars or whatever amount is deemed necessary by the Association not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) for each occurrence naming the Association as an additional insured. Owner shall provide the Association with satisfactory evidence that such insurance as herein required is in full force and effect and the Association will be given thirty (30) days notice prior to the expiration or cancellation of any Owner's insurance coverage. In the event Owner fails or refuses to maintain such insurance coverage as herein required, the Association may, but shall not be obligated to, through its agent or representatives, secure and maintain such insurance coverage for Owner's benefit, and the cost or expense thereof shall be deemed a special assessment levied by the Association against Owner and Owner's Lot in accordance with the other provisions of this Declaration, and Owner covenants and agrees to pay to ~~the~~ the Association such special assessment upon demand.

This insurance provision may be modified or amended to substitute one comprehensive insurance policy covering all units provided the approval of ~~a majority of the unit Owners is obtained and approval by~~ 75% of the Owners and holders of first deeds of trust on the Lots is obtained. Such approvals shall be in writing but need not be acknowledged and shall be attached to an amendment to this Declaration which amendment shall be executed only by the Association and recorded in the Mecklenburg Public Registry.

**4. Article XIV, Section 1 (as more specifically labeled as XIV Enforcement) of the Declaration shall be amended to delete the sentences as indicated by a strikethrough and to insert language that follows:**

Section 1. Enforcement. ~~Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In the event that suit is brought by the Association or an Owner to enforce any covenant of this Restriction Agreement, or for breach of any covenant or condition herein contained, the party or parties bringing such action shall, upon determination of said suit in their favor, be entitled to reasonable attorney's fees, which shall be any damages awarded by the court.~~

In an action to enforce provisions of the articles of incorporation, the declaration, bylaws, or duly adopted rules and regulations, the court may award reasonable attorneys' fees to the prevailing party.

**5. Article XV, (as more specifically labeled as ARTICLE XV: RESTRICTIONS ON LEASING AND OWNERSHIP OF MORE THAN TWO LOTS) of the Declaration shall be amended to add the language appearing below in bold text:**

"From and after the date of filing of this Amendment, no Lot shall be acquired by an individual which would result in more than two Lots being owned by such individual and/or his or her spouse and/or by any entity or entities a majority of whose interests are owned or controlled by such individual and/or his or her spouse.

Furthermore, no Lot owner shall be permitted to lease any home within Sardis Forest Patio Homes for commercial purposes of any kind or nature nor shall any Lot owner be permitted to lease more than 1 home owned within Sardis Forest Patio Homes at any time.

For violations of this Article, the Board of Directors of the Association shall impose a penalty, in the form of additional homeowners dues payable by the owner of the Lot(s) acquired or leased in violation of this Article, of up to \$900.00/month (in 1998 dollars adjusted annually by the US Consumer Price Index) for each Lot acquired or leased in violation of this Article. This penalty shall be a lien on the Lot(s) owned in violation of this Article and shall continue until the Lot(s) owned in violation of this Article are listed for sale and sold at fair market value in the multiple listings service of the Charlotte Association of Realtors. In such event, the lien shall be paid at closing of the sale. In the event that the Lot(s) owned in violation of this Article have not been sold within one year of being so listed for sale, and the owner of such Lot has not brought the property into compliance with this Article, the Board of Directors of the Association shall again impose a penalty, in the form of additional homeowners dues payable by the owner of the Lot(s) acquired or leased in violation of this Article, of up to \$900.00/ month (in 1998 dollars adjusted annually by the US Consumer Price Index) for each Lot acquired or leased in violation of this Article. This penalty shall be a lien on the Lot(s) owned in violation of this Article and shall continue until the penalties assessed have been paid in full and the homeowners conduct has been brought into compliance with this Article."

**In order to maximize both (1) the pool of potential buyers in Sardis Forest Patio Homes and (2) the number of refinancing options available for existing lot owners, a rental cap shall be imposed limiting the total number of lots that may be leased or subleased at any one time in Sardis Forest Patio Homes. The rental cap limitation shall not be defined by a fixed number or percentage. Instead, the rental cap shall adjust from time-to-time in order to comply with changes in the lending requirements of The Federal Housing Administration (i.e., FHA), the Federal National Mortgage Association (i.e., Fannie Mae), the Federal Home Loan Mortgage Corporation (i.e., Freddie Mac), and the successors and assigns to these government entities. In the event of a conflict between the number of**

rental units allowed by these differing government entities, the rental cap shall be set at such an amount so as to ~~all compliance~~ **comply** with the requirements of all such government entities. In the event that compliance with the requirements of all said government entities (including their successors and assigns) is unattainable, then the rental cap will be based upon compliance with the requirements of such government entity or entities providing the greatest number of mortgage loan services to the public at large. Any lots currently being leased or subleased at the time of the entry of this Amended Declaration shall continue to remain in full force and effect until the earlier of (i) the expiration of the existing lease or sublease or (ii) December 31, 2017. Thereafter, lot owners must request permission to lease their lots based upon the rules and regulations promulgated by the Board of Directors for the Association. All approvals to lease lots shall be subject to the following terms and conditions:

- a. All leases and subleases shall be solely for residential purposes. For purposes of this amendment, a lease shall be considered for residential purposes only if the term of the lease is no less than twelve (12) months. For purposes of this amendment, a sublease shall be considered for residential purposes only if (1) the lease (between owner and lessee) qualifies as a residential lease under the provisions of this Article XV; (2) the sublease agreement assumes ~~liability~~ at least the final three (3) months of the lease agreement; and (3) complies with all provisions of the Declaration of Covenants, Conditions and Restrictions (including all amendments thereto) for Sardis Forest Patio Homes.
- b. Lots may not be subdivided (i.e., no more than one lease per Lot). Owners living in their lot may lease rooms within their Lot. Owner occupants must live in lot if leasing rooms.
- c. All leases shall be in writing and shall expressly state that the lessee shall be subject to the Declaration (including any and all amendments), Bylaws and all such other Rules and Regulations for Sardis Forest Patio Homes (collectively hereinafter the "governing documents") and that a default by the tenants in complying with the governing documents is a default under the lease. All adult tenants must be listed on the lease and all tenants are equally responsible for the requirements and terms of the lease. The Owner shall provide the tenant(s) with a current copy of the Declaration (including any and all amendments thereto), the Bylaws and other such Rules and Regulations of Sardis Forest Patio Homes. Tenants are responsible for knowing the Declaration (including any and all amendments), the Bylaws and all such other rules and regulations. A copy of the Declaration (including any and all amendments), the Bylaws and all such other rules and regulations shall be attached to the lease. In the event of a default on any of the above, the Owner may be assessed a fine and/or legal action



taken by the Board. All sublease agreements and sublessees must also comply with the provisions of this paragraph XV(c).

- ~~d.~~ ~~Lots may not be subdivided (i.e., no more than one lease per Lot). Owners living in their lot may lease rooms within their Lot. Owner occupants must live in the if leasing rooms.~~
- e. **d.** All leases and subleases shall be submitted to the management company to be kept on file. The lease information will be treated as confidential and safeguarded against disclosure as required by all applicable fair credit reporting laws. Sardis Forest Patio Homes Homeowners Association, Inc.'s Board of Directors may request pertinent lease and tenant information as deemed appropriate. The management company and the Board of Directors for Sardis Forest Patio Homes Homeowners Association, Inc. will ensure that all lease requirements for Sardis Forest Patio Homes are met.
- f. **e.** Owners are required to obtain a tenant background check on each adult applicant and provide the background check documents, with the lease agreement, to the management company to be kept on file. Lessees are also required to obtain a tenant background check on each adult applicant and provide the background check documents, with the sublease agreement, to the management company to be kept on file.
- ~~g.~~ **f.** Leases, subleases, and other rental agreements that do not comply with each and every provision of this Article XV are expressly prohibited.

IN WITNESS WHEREOF the undersigned Officer of the **SARDIS FOREST PATIO HOMES ASSOCIATION** has caused this Amendment to the Declaration of COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SARDIS FOREST PATIO HOMES to be executed in its name as of the date set forth above.

IN WITNESS WHEREOF, following the affirmative vote or written consent of at least ~~67%~~ **75%** of the Unit Owners as provided in Article ~~XIII~~ **XIV** and as more specifically detailed in Exhibit A attached hereto, the undersigned corporation has caused this Amendment to the Declaration of COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SARDIS FOREST PATIO HOMES to be executed in its name as of the date set forth above.

**END OF DOCUMENT**