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RECORDING COVER SHEET

THIRD AMENDMENT TO DECLARATION

GRANTOR: SARDIS FOREST PATIO HOMES ASSOCIATION, INC.

GRANTEE: SARDIS FOREST PATIO HOMES 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 Mecklenburg**

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR SARDIS FOREST PATIO
HOMES**

This AMENDMENT made this 5th day of October, 2022, By Sardis Forest Patio Homes Association, a North Carolina non-profit corporation; and

WHEREAS, **Sardis Forest Patio Homes Association** (“Association”) is the association of property owners in Sardis Forest Patio Homes a residential community organized located in Mecklenburg 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 Sardis Forest Patio Homes as recorded in Deed Book 4555 at Page 403, et seq., in the Mecklenburg County Registry of Deeds (“Declaration”); and

WHEREAS, the Association caused a Second Amendment to the Declaration to be recorded in Book 32477 at Page 407, et seq., in the Mecklenburg County Registry of Deeds.

WHEREAS, the Association caused a Notice of Correction to Amendment to Declaration in relation to the Second Amendment to be recorded in Book 35813 page 21 et seq., in the Mecklenburg County Registry of Deeds.

WHEREAS, in accordance with the provisions of Article XIV, Section 3 of the Declaration, the owners of Lots to which at least seventy-five percent (75%) of the votes as allocated, cast those votes in favor of the adoption of this third amendment to the Declaration; and

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions for Sardis Forest Patio Homes are hereby amended as follows:

Article XV as it appears in the Second Amendment to the Declaration is amended by deleting it in full and replacing it as follows:

**ARTICLE XV: RESTRICTIONS ON LEASING AND OWNERSHIP OF MORE THAN
TWO LOTS IN SARDIS FOREST**

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 leases in effect as of the date of this Amendment, 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. A rental cap of Twenty (20) percent shall be imposed, limiting the total number of lots that may be leased or sub-leased in any one time in SFPH. A rental to a tenant by marriage or blood will not be included in the rental cap.

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 Twenty-Four (24) consecutive months.

iii. Individuals, couples, and/or families who have resided in the community for Twenty-Four months, may be permitted to own up to Two (2) homes in the community. Any individual, couple, or family that currently owns more than Two (2) homes, may continue to own the number of homes they currently have but may not purchase more. If said individual, couple, or family sells one of the homes, they may not replace it with another home and will be subject to the two-home cap. Any owner who owns two homes may rent one home but must occupy the second home. Owners are not permitted to rent both homes.

iv. 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 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.

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

vi. 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 Twenty-Four (24) months or wishes to purchase a second home in the community to lease, 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 Mecklenburg County. The Board shall have wide discretion in granting hardship waivers with the intent to grant waiver whenever possible and is appropriate.

- (c). 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 Sardis Forest Patio Homes 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. 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. This is not required for tenants related by marriage or blood.
 - (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.
- (d). 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.
- (e). 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.
- (f). All leases must be in writing and must have a minimum twelve (12) month term. No short term, VRBO (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 shall be executed.
- (g). 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.

Article X of the Declaration and as stated in the Second Amendment is amended by deleting the third paragraph in full and replacing it as follows:

This insurance provision may be modified or amended to substitute one comprehensive

insurance policy covering all units provided the approval of sixty-seven percent (67%) of the unit Owners is obtained. Such approval 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.

Article XIV of the Declaration is amended by deleting Section 3 in full and replacing it as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Owners. Any amendment must be recorded.

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 Mecklenburg 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 seventy-five percent (75%) 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 Third 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

SARDIS FOREST PATIO HOMES ASSOC.

By: KAREN GORSKI
Karen Gorski, Its Secretary

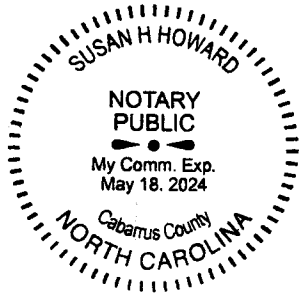
STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF MECKLENBURG

I, Susan H Howard, a Notary Public of the County and State aforesaid, certify that Bill Helms/Karen Gorski personally came before me this day and acknowledged that s/he is the Secretary of Sardis Forest Patio Homes Association, 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 Secretary/President.

Witness my hand and official stamp or seal, this 5 day of October, 2022.



Susan H Howard

Notary Public

Susan H Howard

Printed Name

My Commission Expires: 5-18-2024

SARDIS FOREST PATIO HOMES ASSOCIATION

By: Bill Helms
Bill Helms, Its President

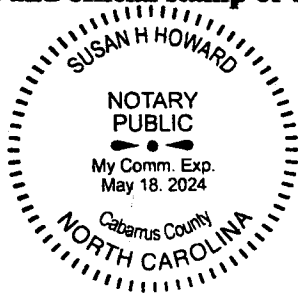
STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF MECKLENBURG

I, Susan H Howard, a Notary Public of the County and State aforesaid, certify that Bill Helms/Karen Groski personally came before me this day and acknowledged that s/he is the President of Sardis Forest Patio Homes Association, 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 President/Secretary.

Witness my hand and official stamp or seal, this 5 day of October, 2022.



Susan H Howard
Notary Public
Susan H. Howard
Printed Name

My Commission Expires: 5-18-2024