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September 26, 2017

Mr. Robert L. Fowler
Emerywood Management, Inc.
Post Office Box 5444
High Point, North Carolina 27262

Re: The Villas at Country Club Estates Homeowners'
Association, Inc.

Dear Bob:

Enclosed is the Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Villas at Country Club Estates which was recorded on September 7, 2017 in Deed Book 7972 at Page 1305, Guilford County Registry.

Also enclosed is our statement for the cost advanced in connection with recording the amendment.

Please call me if you have any questions.

Sincerely,

KEZIAH GATES LLP



Steven H. Bouldin

SHB/pwp

Enclosures

BK: R 7972
PG: 1305-1309
RECORDED:
09-07-2017
10:56:07 AM
BY: JANE SCHULTZ
DEPUTY-HP



NC FEE \$26.00

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KG-P/14

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE VILLAS AT COUNTRY CLUB ESTATES**

THIS AMENDMENT, dated May 9, 2017 by **THE VILLAS AT COUNTRY CLUB ESTATES HOMEOWNERS' ASSOCIATION, INC.**, a North Carolina nonprofit corporation (the "Association").

Background Statement

The Villas at Country Club Estates is a residential planned community which is governed by the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6259, at Page 902, Guilford County Registry, amended in Deed Book 6307, Page 2576 and in Deed Book 7559, Page 2930 (the "Declaration"). The following amendment was approved in the manner required by Article XI, of the Declaration with the consent of the owners entitled to cast at least sixty-seven percent (67%) of the votes of the Association.

NOW THEREFORE, the Declaration is hereby amended by deleting Section 3 of Article II in its entirety and replacing it with a new Section 3 as follows:

SECTION 3. Leasing Restriction. No Lot may be used or occupied except as a residence for and by the Owner thereof and members of the Owner's immediate family. No Lot may be leased except as expressly permitted under this Section 3. For purposes of this Section, a Lot is deemed "leased" and its occupants deemed "tenants" when there is regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including but not limited to a fee, service gratuity or emolument.

(a) **Entity Owned Lots.** If the Owner of a Lot is a business entity or trust, the Lot shall not be deemed to be leased if it is occupied as a residence (i) only by the majority owner (including the majority owner's immediate family) in the case of a Lot owned by a business entity, or (ii) only by the trust beneficiaries (including the trust beneficiaries' immediate family) in the case of a Lot which is owned by a trust.

(b) Notwithstanding any other provision of this Section, an Owner may lease the Owner's Lot for a period not to exceed fifteen (15) days during each of the spring and fall sessions of the International Home Furnishings Market.

(c) Family Care Homes. The leasing restriction of this Section 3 shall not apply to a family care home as protected under Chapter 168, Article 3 of the North Carolina General Statutes.

(d) Domestic and Health Care Personnel. This Section 3 shall not be construed so as to prohibit domestic or health care personnel who work and provide in home services to or for a Lot Owner or members of the Owner's family.

The undersigned President and Secretary of The Villas at Country Club Estates Homeowners' Association, Inc., hereby certify that the foregoing amendment to the Declaration was approved in writing by the owners entitled to cast at least sixty-seven percent (67%) of the votes of the Association, all as provided in Article XI, Section 3 of the Declaration.

IN WITNESS WHEREOF, this Amendment is executed on behalf of the Association by its duly elected officers as of the day and year first written above.

**THE VILLAS AT COUNTRY CLUB ESTATES
HOMEOWNERS' ASSOCIATION, INC.**

By: Frederick Robert Teague
President

Attest:

Timothy M. Hunt
Secretary

NORTH CAROLINA

GUILFORD COUNTY

ROBERT L. FOWLER
Notary Public - North Carolina
Guilford County
My Commission Expires December 8, 2018

(Official Seal)

Date: 8-30-17

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Frederick Robert Targen, President.

Robert L. Fowler
Print Name: Robert L. Fowler
My Commission Expires: December 8, 2018

NORTH CAROLINA

GUILFORD COUNTY

ROBERT L. FOWLER
Notary Public - North Carolina
Guilford County
My Commission Expires December 8, 2018

(Official Seal)

Date: 8-30-17

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Timothy M. Pruitt, Secretary

Robert L. Fowler
Print Name: Robert L. Fowler
My Commission Expires: December 8, 2018

**CONSENT TO OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owners of a Lot at The Villas at Country Club Estates Homeowners' Association, Inc. (the "Association"), hereby agree to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions.

John A. Cashick
Signature of Owner

2907 Kippenshire Ln
Street Address of Owner's Lot

Fredrick Robert Teague
Signature of Owner

1662 Brumley Ct.
Street Address of Owner's Lot

Daniel Gallen
Signature of Owner

1631 Linton Ct.
Street Address of Owner's Lot

Louise C. Foster
Signature of Owner

1633 Linton Ct.
Street Address of Owner's Lot

Archie Hansen
Signature of Owner

2907 Kippenshire Ln.
Street Address of Owner's Lot

William J. Gray
Signature of Owner

2904 Kippenshire Ln.
Street Address of Owner's Lot

Rachel Beck Logan
Signature of Owner

2902 Kippenshire Ln
Street Address of Owner's Lot

Signature of Owner

Street Address of Owner's Lot

Jerua A. League
Signature of Owner

1662 Brumley Ct.
Street Address of Owner's Lot

Lynne Ballard
Signature of Owner

1631 Linton Ct.
Street Address of Owner's Lot

Signature of Owner

Street Address of Owner's Lot

Richard Hansen
Signature of Owner

2907 Kippenshire Ln.
Street Address of Owner's Lot

Signature of Owner

Street Address of Owner's Lot

Ralph H. Logan
Signature of Owner

2902 Kippenshire Ln.
Street Address of Owner's Lot

Third

**CONSENT TO OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owners of a Lot at The Villas at Country Club Estates Homeowners' Association, Inc. (the "Association"), hereby agree to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions.

Kathryn W. Davis
Signature of Owner

2912 Kippenshire Lane 1st Fl
Street Address of Owner's Lot 27260

Charles W. Davis
Signature of Owner

2905 Kippenshire Lane
Street Address of Owner's Lot

Tommy M. Smith
Signature of Owner

2906 Kippenshire Ln
Street Address of Owner's Lot

Linda C. Young
Signature of Owner

1650 Linton Ct
Street Address of Owner's Lot

Phil McNeill
Signature of Owner

1652 Linton Ct
Street Address of Owner's Lot

Monica T. Steward
Signature of Owner

2910 Kippenshire
Street Address of Owner's Lot

Signature of Owner

Street Address of Owner's Lot

Signature of Owner

Street Address of Owner's Lot

D. H. Funn
Signature of Owner

2905 Kippenshire Lane
Street Address of Owner's Lot

Tommy M. Smith
Signature of Owner

2906 Kippenshire Ln
Street Address of Owner's Lot

Linda C. Young, III
Signature of Owner

1650 Linton Ct
Street Address of Owner's Lot

Nancy McNeill
Signature of Owner

1652 Linton Ct.
Street Address of Owner's Lot

W. Steward
Signature of Owner

2910 KIPPENSHIRE LN
Street Address of Owner's Lot

Signature of Owner

Street Address of Owner's Lot