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GUILFORD COUNTY, NC  
JEFF L. THIGPEN  
REGISTER OF DEEDS

Prepared by: Margaret M. Chase, Higgins Benjamin, PLLC  
301 N. Elm Street, Suite 800, Greensboro, NC 27401

GUILFORD COUNTY  
NORTH CAROLINA

**AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR NORTHLINE  
PLACE**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHLINE PLACE is made this 8<sup>th</sup> day of June, 2022 by Northline Place Association ("the Association").

**WITNESSETH:**

WHEREAS, by the following instrument recorded in the Guilford County Registry, the Declarant, Sabre Properties, Inc. subjected NORTHLINE PLACE (the "Property") to the following Declaration of Covenants, Conditions and Restrictions (the "Declaration") and amendments to the same:

- a) Book 3600, Page 1781;
- b) Book 6795, Page 1086; and
- c) Book 7256, Page 685.

WHEREAS, pursuant to the Declaration, this Declaration may be amended by "an instrument signed by not less than seventy-five (75%) percent of the Lot Owners;" and

WHEREAS, written consent has been obtained from at least seventy-five percent (75%) of the Lot Owners. The instrument containing said signatures may be found among the books, records and minutes of the Association. The Officers of the Association executing this Amendment have certified that the requisite Owner approval has been obtained; said Certification can be found attached hereto as Exhibit A.

Submitted electronically by "Higgins Benjamin, PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Guilford County Register of Deeds.

NOW THEREFORE, the Declaration shall be amended as follows:

Article II, Restrictions, Section 3, Leases of Lots, shall be deleted in its entirety and replaced with the following:


**SECTION 3. LEASES ON LOTS AND LIMITATION ON RENTAL PROPERTY.** Notwithstanding any other provisions of the Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations of the Association, the only persons, or legal entities, authorized to lease property within the Association a) Owners who are currently engaged in an owner-occupied lease agreement or in a lease agreement prior to the recording of this Amendment and b) Owner(s) of a Lot that has been occupied by persons with legal title to the property, legal ownership interest in the property, and/or a marital interest in the property, and the family members of those categories of persons for no less than two (2) calendar years from the date of acquisition of said Lot. These persons or legal entities entitled to rent or lease property within the Association shall be hereinafter called "Eligible Owners." Eligible Owners shall be permitted to rent and lease the Lot subject to other restrictions set forth in the Declaration, as amended.

Any Lease Agreement between an Eligible Owner and a lessee for the lease of such Eligible Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. All leases of Lots shall be in writing and shall have a term of at least one (1) year.

All Eligible Owners that rent or lease their Lot shall register such rental information with the Board of Directors for the Association providing the name and address of the owner(s) of the property, the names of all tenants leasing the property, and the starting date and ending date of the rental or lease term.

This the 8<sup>th</sup> day of June 2022.

NORTHLINE PLACE ASSOCIATION

BY:   
PRESIDENT

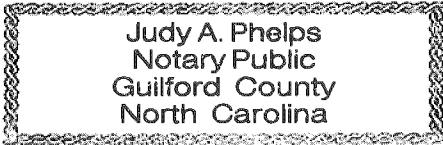
BY: *Russ B. Gaiser*  
SECRETARY

NORTH CAROLINA

Guilford COUNTY

I, a Notary Public of the County and State aforesaid, certify that Hugh Michael Arnaud personally came before me this day and acknowledged that he/she is President of Northline Place Association and that he/she, President, being authorized to do so, executed the foregoing on behalf of Northline Place Association.

WITNESS my hand and official stamp or seal, this 8<sup>th</sup> day of June, 2022.



Judy A. Phelps  
Notary Public

Judy A. Phelps  
Printed Name

My commission expires:

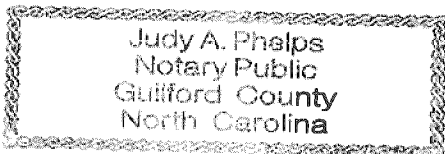
Oct. 12, 2023

NORTH CAROLINA

Guilford COUNTY

I, a Notary Public of the County and State aforesaid, certify that Rose B. Gaiser personally came before me this day and acknowledged that he/she is Secretary of Northline Place Association and that he/she, Secretary, being authorized to do so, executed the foregoing on behalf of Northline Place Association.

WITNESS my hand and official stamp or seal, this 8<sup>th</sup> day of June, 2022.



Judy A. Phelps  
Notary Public

Judy A. Phelps  
Printed Name

My commission expires:

Oct. 12, 2023

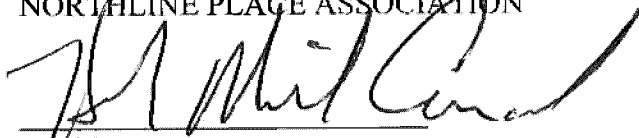
**EXHIBIT A**

**CERTIFICATION OF VALIDITY OF THE AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR NORTHLINE PLACE**

By authority of its Board of Directors, Northline Place Association hereby certifies that the foregoing instrument has been duly adopted by written acknowledgment of the owners of 75 percent of the Lot Owners in the Association and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Northline Place. The written acknowledgements have been made part of the Minute Book of the Association.

This the 8<sup>th</sup> day of June, 2022.

NORTHLINE PLACE ASSOCIATION

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary