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BY: KATHLEEN TALLEY

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GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$26.00

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 GRIFFIN MILL**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRIFFIN MILL is made this 8th day of February, 2023 by Griffin Mill Homeowners Association, Inc. ("the Association").

WITNESSETH:

WHEREAS, by the following instrument recorded in the Guilford County Registry, the Declarants, Griffin Mill, LLC, CRM Mid-Atlantic Properties, LLC and 7 CCC, LLC, subjected GRIFFIN MILL (the "Property") to the following Declaration of Covenants, Conditions and Restrictions (the "Declaration") and amendments to the same:

- a) Book 6542, Page 936;
- b) Book 6696, Page 1906;
- c) Book 6778, Page 1476; and
- d) Book 7460, Page 3002.

WHEREAS, the Declaration applies to and runs with the land described in the Plat Book and Page of the Guilford County Register of Deeds, including the following:

- a) Plat Book 164, Page 147;
- b) Plat Book 169, Page 19; and
- c) Plat Book 170, Page 57.

WHEREAS, Article X, Section 3 of the Declaration provides as follows:

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.

“This Declaration may be terminated or amended with the consent of the Owners entitled to cast at least eighty percent (80%) of the votes of the Association... Any amendment, except amendments that Declarant is authorized to make unilaterally, must: (1) be executed on behalf of the Association by its duly authorized officers; (2) contain an attestation by the officers executing the amendment on behalf of the Association that the requisite Owner and Declarant approval has been obtained and is evidenced by written acknowledgment(s) signed by the Owners approving the amendment and, if required, Declarant, and that such acknowledgments have been made part of the Minute Book of the Association; and (3) be properly recorded in the Office of the Register of Deeds, Guilford County, North Carolina.”

WHEREAS, consent has been obtained by Owner(s) to entitled to cast at least eighty percent (80%) of the votes in the Association are allocated and 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.

NOW THEREFORE, the Declaration shall be amended as follows:

Article II, Property Rights, Section 6, Leases of Lots, shall be deleted in its entirety and replaced with the following:

SECTION 6. LEASES ON LOTS AND LIMITATIONS 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 one (1) calendar year 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 six (6) months.

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

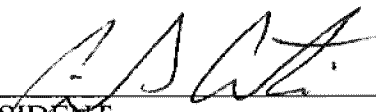
address of the owner(s) of the property, the names of all tenants leasing the property, and the starting date and ending date of the rental or lease term.

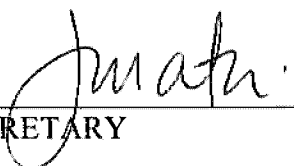
A new Article VII, Restrictions, Section 11, Temporary Storage shall be added as follows:

SECTION 11. TEMPORARY STORAGE. No placement of temporary storage units, i.e. "PODS", shall be permitted, except during the period of "move in" or "move out" or period of interior renovations or repairs, not to exceed thirty (30) days without the prior written consent of the Association.

This the 8th day of February 2023.

GRIFFIN MILL HOMEOWNERS ASSOCIATION, INC.

BY: 
PRESIDENT

BY: 
SECRETARY

NORTH CAROLINA
GUILFORD COUNTY

I, a Notary Public of the County and State aforesaid, certify that Erik Conti personally came before me this day and acknowledged that he/she is President of Griffin Mill Homeowners Association, Inc. and that he/she, President, being authorized to do so, executed the foregoing on behalf of Griffin Mill Homeowners Association, Inc.

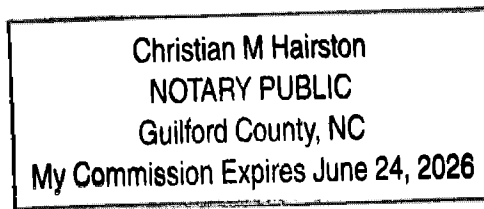
WITNESS my hand and official stamp or seal, this 16 day of February, 2023.


Notary Public

Christian M. Hairston
Printed Name

My commission expires:

June 24, 2026



Alamance NORTH CAROLINA
RD 2-8-23 GUILFORD COUNTY

I, a Notary Public of the County and State aforesaid, certify that Jaquim Neto personally came before me this day and acknowledged that he/she is Secretary of Griffin Mill Homeowners Association, Inc. and that he/she, Secretary, being authorized to do so, executed the foregoing on behalf of Griffin Mill Homeowners Association, Inc.

WITNESS my hand and official stamp or seal, this 8 day of February, 2023.


Notary Public

Randall Davis
Printed Name

My commission expires:

9-23-26

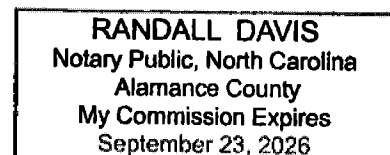
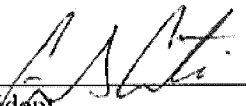


EXHIBIT A**CERTIFICATION OF VALIDITY OF THE AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GRIFFIN MILL**

By authority of its Board of Directors, Griffin Mill Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly adopted by written acknowledgment of the owners of eighty percent (80%) of the Lot Owners in the Association and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Griffin Mill. The written acknowledgements have been made part of the Minute Book of the Association.

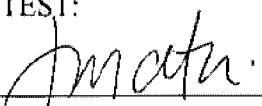
This the 16 day of February, 2023.

GRIFFIN MILL HOMEOWNERS ASSOCIATION, INC.



President

ATTEST:



Secretary

