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BY: KATHLEEN TALLEY
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GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

OK

Prepared by: Margaret M. Chase, Ruby Chase Taliercio
114 N. Elm Street, Suite 200, Greensboro, NC 27401

GUILFORD COUNTY
NORTH CAROLINA

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR FOREST OAKS
COMMONS TOWNHOMES (A/K/A
STONE GABLES AT FOREST OAKS)**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST OAKS COMMONS TOWNHOMES (A/K/A STONE GABLES AT FOREST OAKS) is made this 19th day of MAY, 2023 by Forest Oaks Commons Townhomes Homeowners Association, Inc d/b/a Stone Gables at Forest Oaks.

WITNESSETH:

WHEREAS, by the following instrument recorded in the Guilford County Registry, the Declarant, Mid-Atlantic Town Homes, LLC f/k/a Mad Construction Properties, LLC, subjected FOREST OAKS COMMONS TOWNHOMES a/k/a STONE GABLES AT FOREST OAKS (the "Property") to the following Declaration of Covenants, Conditions and Restrictions (the "Declaration") and amendments to the same:

- a) Book 6787, Page 3055;
- b) Book 6890, Page 290;
- c) Book 7139, Page 1583;
- d) Book 7196, Page 2326;
- e) Book 7389, Page 2565;
- f) Book 7593, Page 419; and
- g) Book 7684, Page 1681.

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:

mail to: *STONE Gables*
4006 MULLIGAN CIR
GREENSBORO NC 27406

- a) Plat Book 171, Page 60;
- b) Plat Book 174, Page 8;
- c) Plat Book 176, Page 35;
- d) Plat Book 177, Page 58;
- e) Plat Book 179, Page 130;
- f) Plat Book 185, Page 141;
- g) Plat Book 186, Page 11;
- h) Plat Book 186, Page 111;
- i) Plat Book 188, Page 137;
- j) Plat Book 191, Page 137;
- k) Plat Book 193, Page 119;
- l) Plat Book 194, Page 104;
- m) Plat Book 195, Page 126;
- n) Plat Book 199, Page 57; and
- o) Plat Book 201, Page 81.

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

“This Declaration may be terminated or amended with the consent of the Owners entitled to cast at least sixty-seven percent (67%) of the votes of the Association... Any amendment, 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 sixty-seven percent (67%) 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 VII, Use Restrictions, Section 1, Land Use and Building Type shall be deleted in its entirety and replaced with the following:

SECTION 1. LAND USE, BUILDING TYPE AND OCCUPANCY. No Lot shall be used except for single-family residential purposes (including townhomes). No building shall be erected, placed or permitted to remain on any Lot other than single-family dwellings not to exceed 2 ½ stories in height with an attached private garage for not more than two (2) cars. Each Lot shall be developed and used in accordance with applicable zoning conditions on the Property.

Notwithstanding any other provision provided herein, all Lots shall be occupied by persons with legal title to the Lot, legal ownership interest in the Lot, and/or a marital interest in the Lot, and the family members of those categories of persons.

A new Article VII, Use Restrictions, Section 11, Leases on Lots and Limitations on Rental Property shall be added as follows:

SECTION 11. 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 shall be Owners who are currently engaged in an owner-occupied lease agreement or in a lease agreement prior to the recording of this Amendment. These persons or legal entities entitled to rent or lease their Lot within the Association shall be hereinafter called "Eligible Owners." Eligible Owners shall be permitted to rent and lease their Lot, in its entirety, 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, shall be for the entire Lot and not any portion thereof, 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 Lot, the names of all tenants leasing the Lot, and the starting date and ending date of the rental or lease term.

It is understood and acknowledged that, eventually, through the sales of Lots within the Association, the number of properties available to be rented or leased by Owners within the Association will decrease and ultimately, once all Lots within the Association owned by Eligible Owners are sold to third parties, no Owner may be authorized to rent or lease their Lot."

This the 19 day of May 2023.

Forest Oaks Commons Homeowners Association, Inc.
d/b/a Stone Gables at Forest Oaks

Walette Shealey
President

ATTESTED:

Angela G. Mackie-Jones
Secretary, Forest Oaks Commons Homeowners Association, Inc.
d/b/a Stone Gables at Forest Oaks

I, Angela MACKIE-JONES Secretary of Forest Oaks Commons Homeowners Association, Inc. d/b/a Stone Gables at Forest Oaks certify that WALLETT SHEALEY personally came before me this day and acknowledged that s/he is the President of Forest Oaks Commons Homeowners Association, Inc. d/b/a Stone Gables at Forest Oaks, a corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand this the 19 day of May 2023.

Angela G. Mackie-Jones
Secretary, Forest Oaks Commons Homeowners Association, Inc.
d/b/a Stone Gables at Forest Oaks

NORTH CAROLINA
GUILFORD COUNTY

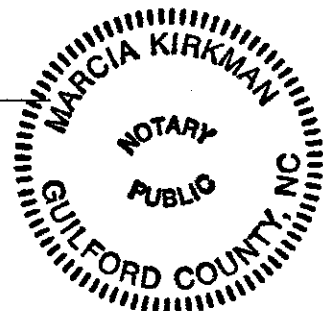
I, the undersigned Notary Public, do hereby certify that Walette Shealey personally appeared before me this day and acknowledged that s/he is the President of Forest Oaks Commons Homeowners Association, Inc. d/b/a Stone Gables at Forest Oaks, and that s/he has executed the foregoing instrument as its President.

WITNESS my hand and seal this the 19 day of May 2023.

Marcia Kirkman
Notary Public

My commission expires: 5/9/2024

Marcia Kirkman
Printed Name



NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that Angela K. Mackie-Jones personally appeared before me this day and acknowledged that s/he is the Secretary of Forest Oaks Commons Homeowners Association, Inc. d/b/a Stone Gables at Forest Oaks, and that s/he has executed the foregoing instrument as its Secretary.

WITNESS my hand and seal this the 19 day of May 2023.

My commission expires: 5/9/2024

Marcia Kirkman

Notary Public

Marcia Kirkman

Printed Name

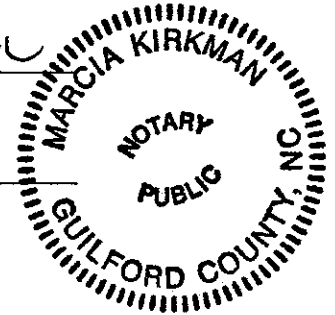


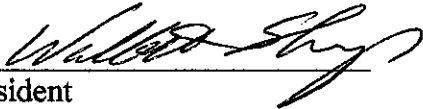
EXHIBIT A

**CERTIFICATION OF VALIDITY OF THE AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST OAKS
COMMONS TOWNHOMES (a/k/a STONE GABLES AT FOREST OAKS)**

By authority of its Board of Directors, Forest Oaks Commons Homeowners Association, Inc. d/b/a Stone Gables at Forest Oaks hereby certifies that the foregoing instrument has been duly adopted by written acknowledgment of the owners of 67 percent of the votes of the Members of the Association and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Forest Oaks Commons Homeowners Association, Inc. d/b/a Stone Gables at Forest Oaks. The written acknowledgements have been made part of the Minute Book of the Association.

This the 19 day of May, 2023.

FOREST OAKS COMMONS TOWNHOMES
HOMEOWNERS ASSOCIATION, INC. d/b/a
STONE GABLES AT FOREST OAKS



President

ATTEST:



Secretary