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GUILFORD CO, NC FEE \$26.00  
PRESENTED & RECORDED:

07-02-2012 04:22:47 PM

JEFF L. THIGPEN  
REGISTER OF DEEDS  
BY: JUDY BURGESS  
DEPUTY-GB

**BK: R 7366**

**PG: 682-685**

Document Prepared By: Gary R. Wolf, SPARROW WOLF & DENNIS, P.A.

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NORTH CAROLINA

**FOURTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR ORCHARD KNOB**

GUILFORD COUNTY

450

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ORCHARD KNOB, Made and entered into, effective as of the 21st day of June, 2012, by ORCHARD KNOB OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Orchard Knob (the "Declaration"), is recorded in **Book 5129, at Page 0694**, as re-recorded in **Book 5618, at Page 1578**, of the Guilford County Registry, and as previously amended in **Book 5216, at Page 2001, Book 5620, at Page 0273, and Book 6193, at Page 0131**;

WHEREAS, at a special meeting of the Association held on November 3, 2011, the owners of the Association, after proper notice, considered a proposed amendment to the Declaration;

WHEREAS, sixty-seven (67%) or more of the owners of the Association voted to approve the amendment to the Declaration as set forth below; and

WHEREAS Article X, Section 3, of the Declaration provides for the manner of amendment of the said Declaration, and the amendment set forth herein has been and is being duly made in accordance with the procedures set forth for amendment in the Declaration.

NOW, THEREFORE, the undersigned, President and Secretary of Orchard Knob Owners Association, Inc. do hereby set forth the duly approved amendment to the Declaration:

1. Delete in its entirety the provisions of Section 3 of Article II, entitled "LEASES OF LOTS", and insert in lieu thereof the following:

"SECTION 3. LEASES OF LOTS. Any Lease Agreement between an Owner and a tenant for the lease of such Owner's Lot shall be in writing and shall provide that the terms of the Lease are 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 the rules and regulations of the Association (collectively the "Association Documents"), and that any failure by the tenant to comply with the terms of the Association Documents shall be a default under the terms of the Lease. All Lease Agreements shall comply with the following provisions (i) limit the occupancy of the Owner's Lot to one (1) Family as defined below; (ii) include a written acknowledgment to the Executive Board by tenant or owner that all association documents have been read and accepted prior to occupancy by Tenant; (iii) include a provision prohibiting subleases; and (iv) be submitted to the Executive Board for approval as to the requirements of this Section at least ten(10) days prior to occupancy by the tenant. The Owner shall remain personally liable for any and all claims of the Association arising out of the willful or negligent conduct of the Owner's tenant. "Family" shall be defined as: (a) an individual; (b) two or more persons related by blood, marriage, or adoption living together, and may also include not more than two (2) unrelated persons; or (c) a group of not more than 4 persons who need not be related by blood, marriage, or adoption living together."

2. Delete the first sentence of Section 1 of Article III, entitled "MEMBERSHIP" and insert in lieu thereof the following:

"Every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a voting Member of the Association."

3. The provisions in Sections 1 and 2 of Article VI as to exterior maintenance of doors and garage doors on the dwelling located on each Lot shall be modified to read as follows:

The second sentence of Section 1, entitled "MAINTENANCE TO BE PERFORMED BY THE ASSOCIATION," shall be modified to read as follows:

"In addition, the Association shall provide exterior maintenance for the dwelling located on each Lot which is subject to assessments hereunder, as follows: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces (exclusive of doors and garage doors, glass surfaces, window or door screens, any storm doors installed by Owners, and garage door openers; provided, however, the Association shall be responsible for painting of doors and garage doors), steps, and other exterior improvements, including mailboxes."

The first sentence of Section 2, entitled "MAINTENANCE TO BE PERFORMED BY THE OWNERS," shall be modified to read as follow

"Each Owner shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all doors and garage doors (exclusive of painting to be performed by the Association), glass surfaces, windows or door screens, any storm doors installed by Owner (any such installation being subject to Article V hereof), air conditioning and heating equipment and all utility lines, fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his Lot which are not publicly maintained. Notwithstanding any provision to the contrary, any Owner who obtains the Association's approval under Article V to construct a room addition on their lot shall be solely responsible for all future exterior maintenance of any such room addition."

4. Delete the last sentence of Section 3 of Article VII, entitled "LIVESTOCK AND PETS," and insert in lieu thereof the following:

"No pet shall be permitted to leave its excrement on any portion of the Common Area or any Lot, and the Owner or person having control of such pet shall immediately remove and properly dispose of any such excrement. Violators of this provision will be subject to fines pursuant to the provisions of Article X of this Declaration."

5. The following provisions of Section 5 of Article VII, entitled "MISCELLANEOUS," shall be modified as follows:

Insert the following provision at the end of subparagraph (b):

"The installation of satellite dishes must comply with all local, state and/or federal regulations. Any Owner desiring to install a satellite dish shall submit plans to the Architectural Review Committee detailing the location and method of attachment prior to such installation. The Architectural Review Committee may adopt reasonable rules and regulations governing the location and method of installation in order to ensure that no damage occurs to exterior building surfaces which are maintained by the Association."

6. The fine provision of Section 1 (b) of Article X, entitled "ENFORCEMENT," shall be modified by deleting \$150.00 and inserting in lieu thereof \$100.00 as a daily fine.

7. The undersigned officers of the Association hereby attest that the requisite owner approval has been obtained as evidenced by the written acknowledgment signed by the owners and made a part of the minutes of the Association pursuant to the provisions of Article X, Section 3 of the Declaration.

IN WITNESS WHERE, the undersigned duly authorized officers of the Association hereby attest that the requisite owner approval has been obtained as evidenced by the written acknowledgment signed by the owners and made a part of the minutes of the Association pursuant to the provisions of Article X, Section 3 of the Declaration.



ORCHARD KNOB OWNERS ASSOCIATION, INC.

By: John A. Smith  
John A. Smith  
President

ATTEST:  
Lucile Ann Hurley  
Lucile Ann Hurley, Secretary

NORTH CAROLINA

GUILFORD COUNTY

I, Amber McFee, certify that Lucile Ann Hurley personally came before me this day and acknowledged that (s)he is Secretary of Orchard Knob Owners Association, Inc. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by her/him as its Secretary.

Witness my hand and notarial seal this 21 day of June, 2012.

My commission expires:

07-07-2014

Amber McFee  
Notary Public

