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GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$26.00

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Prepared by and Mail to: Margaret M. Chase, Ruby Chase Taliercio  
111 Wilson Street, Greensboro, NC 27401 - 1818

NORTH CAROLINA  
GUILFORD COUNTY

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

THIS AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR ORCHARD KNOB (the "Declaration") is  
made this the 24<sup>th</sup> day of April, 2025 by Orchard Knob Owners Association, Inc. (the  
"Association").

**WITNESSETH THAT**

WHEREAS, by the following instrument recorded in the Guilford County  
Registry, the Declarant, Triad Property Group, LLC, subjected ORCHARD KNOB (the  
"Property") to the following Declaration of Covenants, Conditions and Restrictions and  
amendments to the same:

1. Deed Book 5129, Page 694;
2. Deed Book 5216, Page 2001;
3. Deed Book 5620, Page 273;
4. Deed Book 6193, Page 131; and
5. Deed Book 7366, Page 682.

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:

1. Plat Book 140, Page 22;
2. Plat Book 147, Page 143;
3. Plat Book 151, Page 27;
4. Plat Book 154, Page 30; and
5. Plat Book 156, Page 72.

WHEREAS, Article X, Section 3 of the Declaration provides, in part, that "this Declaration may be amended with the consent of 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 request Owner approval has been obtained and is evidenced by written acknowledgement(s) signed by Owners approving the amendment and made a 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, an affirmative vote or written agreement has been obtained by lot owner(s) to which at least sixty-seven percent (67%) of the votes in the Association are allocated. 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 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 three (3) 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 Lease Agreements shall further comply with the following provisions (i) limit the occupancy of

the Owner's Lot to one (1) Family as defined herein and (ii) include a provision prohibiting subleasing. "Family" is 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 four (4) persons who need not be related by blood, marriage, or adoption who live together." 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.

Notwithstanding the foregoing prohibition, each Owner may lease their Lot to individuals attending the International Home Furnishings Market in High Point, North Carolina in the fall and spring of each year, each of which shall not exceed fourteen consecutive (14) days.

This the 24<sup>th</sup> day of April, 2025.

Orchard Knob Owners Association, Inc.

By: Edward Wilson  
President, Orchard Knob Owners Association, Inc.

ATTESTED:

Lucile Hurley  
Secretary, Orchard Knob Owners Association, Inc.

I, Lucile HURLEY, Secretary of Orchard Knob Owners Association, Inc. certify that Edward Wilson acknowledged that s/he is the President of Orchard Knob Owners Association, Inc., 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 24 day of April, 2025.

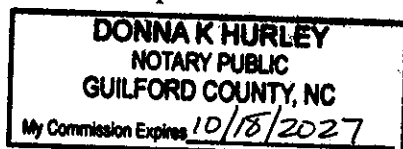
Lucile Hurley  
Secretary, Orchard Knob Owners Association, Inc.

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned Notary Public, do hereby certify that Edward Wilson personally appeared before me this day and acknowledged that s/he is the President of Orchard Knob Owners Association, Inc., and that s/he has executed the foregoing instrument as its President.

WITNESS my hand and official stamp or seal, this 24<sup>th</sup> day of April, 2025.

My Commission Expires:



[Signature]  
Notary Public  
Printed Name: Donna K Hurley

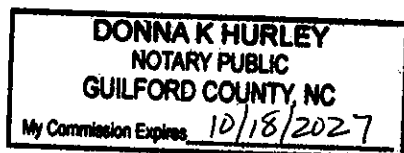
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STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned Notary Public, do hereby certify that Lucile Hurley personally appeared before me this day and acknowledged that s/he is the Secretary of Orchard Knob Owners Association, Inc., and that s/he has executed the foregoing instrument as its Secretary.

WITNESS my hand and official stamp or seal, this 24<sup>th</sup> day of April, 2025.

My Commission Expires:



[Signature]  
Notary Public  
Printed Name: Donna K Hurley

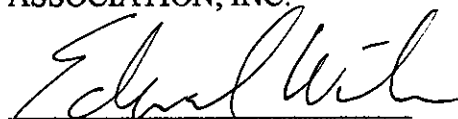
**EXHIBIT A**

**CERTIFICATION OF VALIDITY OF AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR ORCHARD KNOB**

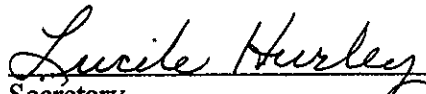
By authority of its Board of Directors, Orchard Knob Owners Association, Inc. hereby certifies that the foregoing instrument has been duly adopted by a written agreement or an affirmative vote of the lot owner(s) of seventy six percent (76%) of the votes in the Association and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Orchard Knob Owners Association, Inc.

This the 24<sup>TH</sup> day of April, 2025.

ORCHARD KNOB OWNERS  
ASSOCIATION, INC.

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary