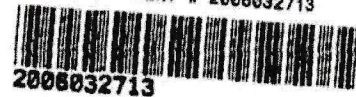


FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2006 FEB 22 09:47 AM
BK: 20041 PG: 515-518 FEE: \$20.00
INSTRUMENT # 2006032713



Drawn by: Sardis Cove Homeowners Association
Mail to: Joe S. Major, III
1301 Harding Place, Charlotte, NC 28204

**AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 14 day of Feb., 2006, by Sardis Cove Homeowners Association, a North Carolina Non-Profit Corporation, hereinafter referred to as "Association",

WHEREAS, Association is the governing body of the Homeowners Association and the real property shown on map of Sardis Cove, Section 1, which map is recorded in Map Book 19 at Page 485 in the Mecklenburg Public Registry,

WHEREAS, Association desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within the subdivision, and desires to amend the Declaration of Covenants, Conditions and Restrictions, which are filed in Book 4429 at Page 185 of the Mecklenburg Public Registry,

NOW THEREFORE, the Association by a vote taken and passed, according to the Declaration of Covenants, Conditions and Restrictions, recorded in Book 4429 at Page 185, does hereby amend the Declaration of Covenants, Conditions and Restrictions as follows:

- 1.) **Article IV - Property Rights**
Section 3. Rental of Units. Any lease of a unit or portion thereof shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the Townhome Documents. All units must be leased for a period of 12 months. A unit owner shall not rent or lease their

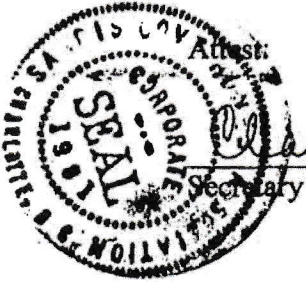
premises more than once during any rolling 12-month period. A unit owner must provide a copy of the signed lease to the Board, and the unit owner must sign a statement saying that the unit owner has done a credit and criminal check and does approve of the tenant(s); the unit owner cannot submit the credit and criminal report to the Board. The signed statement must identify the tenant. The Sardis Cove Homeowners Association Board of Directors shall have the right to waive this requirement.

- 2.) **Article IV – Property Rights**
Section 4. Number of Individuals per Unit. There shall be no more than 2 individual living in any 1-bedroom unit and no more than 4 individuals living in any 2-bedroom unit. The Sardis Cove Homeowners Association Board of Directors shall have the right to waive this requirement.
- 3.) **Article IV – Property Rights**
Section 1 (f). Fires. No unit owners or tenant shall build or allow to be built any fire(s) near or on the premises or in any common area of the townhouse, other than fires in a contained outdoor grill. The owner shall be responsible for any resulting damage should any such fire(s) be allowed by unit owner, tenant of owner, or guest of owner or tenant or any agent of the owner.
- 4.) **Article V – Covenant for Maintenance Assessments**
Section 11. Payment of Dues. Dues shall be payable within 30 days of assessment. The Sardis Cove Homeowners Association Board of Directors may allow the dues to be paid monthly.
- 5.) **Article VII Exterior Maintenance**
All unit owners and tenants shall not place, or allow to be placed, non-porch furniture on the porches of any home. Porches shall be free of clutter at all times. The Sardis Cove Homeowners Association Board of Directors shall have the right to charge up to \$150.00 fine for such violation.
- 6.) **Article X – Use Restrictions**
Section 11. Storage of Items. All boats, and outsized campers or outsized recreational vehicles shall be stored in a storage area. The storage area shall be designated by the Sardis Cove Homeowners Association Board of Directors. The storage charge payable to Sardis Cove Homeowners Association shall be set by the Board and shall be a minimum of \$25.00 per month for each item stored. The actual fee will depend upon the particular item being stored.

- 7.) These Amendments shall become effective for all subsequent lot owners after approval of these Amendments to The Declaration of Covenants, Conditions and Restrictions, as to Article IV – Property Rights, Section 3 – Rental of Units; Article IV – Property Rights, Section 4 – Number of Individuals per Unit.

All references herein to Articles and Sections are from the Articles and Sections for the existing Declaration of Covenants, Conditions and Restrictions, recorded in Book 4429 at Page 185

SARDIS COVE HOMEOWNERS ASSOCIATION, INC.



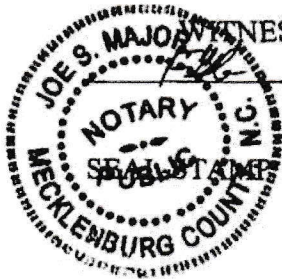
Attest: Donald H. O'Hara
President

Clare H. Erb
Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Joe S. Major, III, a Notary Public of the County and State aforesaid, certify that Clare H. Erb, personally came before me this day and acknowledged that she/he is _____ Secretary of SARDIS COVE HOMEOWNERS ASSOCIATION, INC., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Clare H. Erb as its _____ Secretary.



WITNESS my hand and official stamp or seal, this 14 day of _____, 2006.

J. S. Major, III
Notary Public
My Commission Expires: 9/27/10



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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