

FOR REGISTRATION
Fredrick Smith
REGISTER OF DEEDS
Mecklenburg County, NC
2023 AUG 31 11:32:00 AM
BK: 38345 PG: 663-665
FEE: \$26.00
INSTRUMENT # 2023083684

PETERSAL



Returned to customer

Prepared by and return to: Diana Coad, Rogers Townsend, LLC, P.O. Box 30068, Charlotte, NC 28230

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

AMENDMENT TO MASTER
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SKYBROOK

THIS AMENDMENT to the Master Declaration of Covenants, Conditions and Restrictions of Skybrook is made this 30 day of August, 2023, by not less than seventy-five percent (75%) of the members of the Skybrook Homeowners Association, Inc. ("Association").

WITNESSETH:

WHEREAS, MVC, LLC ("Declarant"), a North Carolina limited liability company, was the owner of certain real property located in Cabarrus and Mecklenburg Counties, upon which the residential community more commonly known as Skybrook was developed; and

WHEREAS, Declarant recorded a Master Declaration of Covenants, Conditions and Restrictions of Skybrook in Book 2672, Page 119 of the Cabarrus County Registry and in Book 10806, Page 711 of the Mecklenburg County Registry ("Master Declaration"); and

WHEREAS, the Association and its membership want to amend the Master Declaration to add restrictions on owners' ability to rent to minimize investors in the community and maximize property values;

WHEREAS, Article VIII, Section 4 of the Master Declaration provides that the Master Declaration may be amended by not less than seventy-five percent (75%) of the members of the Association;

WHEREAS, seventy-five percent (75%) or more of the members of the Association desire that the Master Declaration be amended as set forth below;

NOW, THEREFORE, Section 22 is added to Article III of the Master Declaration to read as follows:

Section 22. Leasing Restriction.

Leasing of Lots and improvements thereon is permitted only as expressly provided below. A Lot is deemed "leased" or "rented" if any tenant/occupant pays or provides money or other consideration of any type in exchange for occupancy of the Lot for any period of time. The date of the recording of this Amendment is the "Effective Date".

- 1) No Owner who acquires title to a Lot on or after the recording of this amendment to the Declaration shall be permitted to rent the Lot until twelve (12) months after the recording date of the deed conveying said Lot to such Owner on the condition that the Owner resides on the Lot for twelve (12) months after taking ownership.
- 2) The Lot must be leased in its entirety and the leasing of anything less than the entire Lot is prohibited. If a Lot is leased, the tenants/occupants shall be entitled to use the common areas. No Lot owner shall lease or rent his/her Lot for transient or hotel purposes. No more than one single-family shall live on any Lot at one time. For purposes of this Declaration, "single-family" shall mean and refer to no more than three adults unrelated by blood, marriage, or legal action and the children related to either of them or both. At no time shall any lease agreement permit more than two occupants per bedroom. Subleasing of any kind is prohibited.
- 3) If leased, the Lot must be leased for a minimum of twelve (12) months.
- 4) Within ten (10) days of lease execution, the Owner must provide a copy of the lease to the management company. The lease must include the name and phone number of the Owner or, if applicable, of the Owner's management company.
- 5) An Owner who acquires title to a Lot is allowed to rent the Lot to the seller(s) for a period of up to ninety (90) days immediately after the closing date.
- 6) The Association, through its Board of Directors, in their sole discretion, may grant exceptions to allow rental by Owners who provide documentation showing that they are active-duty members of the military in case of non-voluntary re-assignment or deployment.

Except as amended hereinabove or previously amended through properly-recorded documents, the remaining portions of the Master Declaration shall remain unchanged and in full effect. This amendment shall be effective from the date of its recording in the Cabarrus and Mecklenburg County Registries.

WHEREFORE, the President of the Association has hereunto affixed the corporate certification for the purpose of enacting the foregoing amendment.

**CERTIFICATION OF VALIDITY OF AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SKYBROOK**

By authority of the Board of Directors, the undersigned hereby certifies that the foregoing instrument has been duly approved, in writing, not less than seventy-five percent (75%) of the members of the Skybrook Homeowners Association, Inc. and is, therefore, a valid amendment to the existing Master Declaration of Covenants, Conditions and Restrictions of Skybrook.

SKYBROOK
HOMEOWNERS ASSOCIATION, INC.

By: Craig Sandhaus
President Craig Sandhaus

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF Mecklenburg

I, Kimberly D Sims, a Notary Public of the County and State aforesaid, certify that Craig Sandhaus, personally came before me this day and acknowledged that he/she is President of the Skybrook Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, he/she executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 30th day of August, 2023.

Kimberly D Sims
Notary Public

Kimberly D Sims
Printed Name

My commission expires: 7-17-2025

