
**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
FRIENDLY ACRES TOWNHOMES**

Prepared by Steven H. Bouldin
Return to Keziah Gates LLP (High Point)

THIS AMENDMENT, dated _____, 2014 by **FRIENDLY ACRES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation (the "Association").

Background Statement

Friendly Acres Townhomes is a residential subdivision which is governed by the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6177, at Page 2823, Guilford County Registry, amended in Deed Book 7379, Page 2992 (the "Declaration"). As provided in Article XI, Section 3 of the Declaration, the following amendment to the Declaration was approved with the consent of the owners entitled to cast at least sixty-seven percent (67%) of the votes of the Association.

NOW THEREFORE, the Declaration is hereby amended by adding a new Section 9 to Article VII as follows:

Section 9. Leasing Restriction. No Lot may be used or occupied except as a residence for and by the Owner thereof and members of the Owner's immediate family. No Lot may be leased except as expressly permitted under this Section 9. For purposes of this Section, a Lot is deemed "leased" and its occupants deemed "tenants" when there is regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including but not limited to a fee, service gratuity or emolument.

(a) Entity Owned Lots. If the Owner of a Lot is a business entity or trust, the Lot shall not be deemed to be leased if it is occupied as a residence (i) only by the majority owner (including the majority owner's immediate family) in the case of a Lot owned by a business entity, or (ii) only by the trust beneficiaries (including the trust beneficiaries' immediate family) in the case of a Lot which is owned by a trust.

(b) Existing Leased Lots. Any Lot which is leased as of the date this Amendment is recorded with the Register of Deeds for Guilford County (the "Effective Date") shall not be subject to the provisions of this Section until such time as the term (including renewal terms exercised by the current tenant) of the lease agreement which is in effect as of the Effective Date expires or is earlier terminated by the Owner or tenant. In order to qualify for the exception under this paragraph (b), an Owner must submit a written application to the Board of Directors (in the form approved by the Board of Directors) within ninety (90) days following the recording of this Amendment.

(c) Family Care Homes. The leasing restriction of this Section 9 shall not apply to a family care home as protected under Chapter 168, Article 3 of the North Carolina General Statutes.

(d) Domestic and Health Care Personnel. This Section 9 shall not be construed so as to prohibit domestic or health care personnel who work and provide in home services to or for a Lot Owner or members of the Owner's family.

The undersigned President and Secretary of Friendly Acres Townhomes Association Inc., hereby certify that the foregoing amendment to the Declaration was approved in writing by the owners entitled to cast at least sixty-seven percent (67%) of the votes of the Association, all as provided in Article XI, Section 3 of the Declaration.

IN WITNESS WHEREOF, this Amendment is executed on behalf of the Association by its duly elected officers as of the day and year first written above.

**FRIENDLY ACRES
TOWNHOMES ASSOCIATION, INC.**

By: _____
President

Secretary

NORTH CAROLINA

GUILFORD COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

(Official Seal)

Date: _____

Print Name: _____

My Commission Expires: _____

NORTH CAROLINA

GUILFORD COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

(Official Seal)

Date: _____

Print Name: _____

My Commission Expires: _____
