

Type: CONSOLIDATED REAL PROPERTY
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Fee Amt: \$26.00 Page 1 of 3
Iredell County, NC
Ronald N. Wyatt Register of Deeds

BK 2537 PG 700 - 702

Drawn by and mail after recording to:
Alexander Ricks PLLC (MJH)
4601 Park Road, Suite 580, Charlotte, NC 28209

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES
AND LIENS FOR STAFFORD AT LANGTREE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR STAFFORD AT LANGTREE (this "Amendment") is made as of the 30th day of January, 2018 (the "Effective Date"), by **TAC STAFFORD, LLC**, a North Carolina limited liability company (referred to as "Declarant") (index as "Grantor" and "Grantee").

RECITALS:

WHEREAS, Declarant made and entered into that certain Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Stafford at Langtree dated as of March 16, 2016 and recorded on March 24, 2016 in Book 2410 at Page 961 of the Iredell County Public Registry (the "Declaration"); and

WHEREAS, pursuant to Article XI, Section 2 of the Declaration, the Declaration may be amended by an instrument recorded in the Iredell County Public Registry which has been duly authorized by the Declarant and/or the vote(s) of at least seventy-five percent (75%) of the Owners who comprise the Association; and

WHEREAS, the Declarant is both the Declarant under the Declaration and the holder of more than seventy-five percent (75%) of the votes of the Owners who comprise the Association; and

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Submitted electronically by "Alexander Ricks PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

WHEREAS, the Declarant desires to amend the Declaration to modify certain restrictions on the leasing of Dwellings, all as set forth in more detail below.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The Recitals above are hereby incorporated into this Amendment. Capitalized terms used but not defined herein shall have the meanings given them in the Declaration.

2. Leasing Restrictions. Section 4 of Article III of the Declaration is hereby deleted in its entirety, and the following is inserted in lieu thereof:

“Section 4. Vacant/Leased Dwellings. Notwithstanding anything in this Declaration to the contrary, in no event shall the votes of Owners of Dwellings which are vacant or are otherwise not occupied by the Owner of the Lot be entitled to any weight greater than forty-nine percent (49%) on any matter pending before the Association and the votes of such Lots of such Owners shall automatically be fractionally reduced for such purpose. This Section applies only to Lots and Dwellings owned by a Class A Member and specifically excludes Lots and Dwellings owned by the Declarant or a Builder.”

Additionally, Section 14 of Article X of the Declaration is hereby deleted in its entirety, and the following is inserted in lieu thereof:

“Section 14. Restrictions on Rental of Dwellings. Any proposed lease of a Dwelling must be submitted to and approved by the Board at least seven (7) days prior to execution of such lease, and all leases submitted for approval must (i) be for a term of not less than one (1) year, and (ii) contain a provision requiring the tenant to comply with all provisions of this Declaration. The Owner of any Dwelling subject to an approved lease or otherwise occupied by someone other than the Owner, shall at all times remain responsible for compliance of such Dwelling and Lot with all of the terms of this Declaration. Notwithstanding the foregoing restrictions on leasing of Dwellings, any model home may be leased to or by Declarant or a Builder without the prior approval of the Board, provided that such model home is not used as a residence.”

3. The terms and conditions of this Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina. This Amendment shall bind and run with the Property.

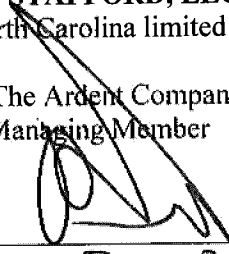
4. Except as modified by this Amendment, all of the terms and conditions of the Declaration shall remain in full force and effect. If there is any conflict between this Amendment and the Declaration, this Amendment shall control. Except where the context otherwise requires, all references in this Amendment to the Declaration shall be deemed to include the provisions of this Amendment. The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the Owner(s) of the Property, their respective successors, heirs and assigns, if any.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed and delivered as of the day and year first above written.

TAC STAFFORD, LLC,
a North Carolina limited liability company

By: The Ardent Companies, LLC
Its: Managing Member

By: 
Name: Dror BeZalel
Title: Manager

STATE OF Georgia

COUNTY OF Cobb

I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Dror BeZalel, personally appeared before me this day and acknowledged that he is the Manager of The Ardent Companies, LLC, the Managing Member of TAC Stafford, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, he executed the foregoing instrument.

Witness my hand and official seal, this the 31st day of January, 2018.


Notary Public

Sheri Walton
Print Name

My commission expires: 3-21-21

