



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2007 MAR 09 03:02:47 PM
BK:5152 PG:1946-1950 FEE:\$23.00

INSTRUMENT # 2007011968

Prepared By & Return to: Charles D. Meler, Marshall, Williams & Gorham, LLP
P.O. Drawer 2088, Wilmington, NC 28402

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

**SIXTH AMENDMENT TO THE DECLARATION OF
KEY COLONY AT COVIL ESTATES**

This Sixth Amendment to the Declaration of Key Colony at Covil Estates ("Amendment") is made and entered into as of this 6 day of March, 2007 by Key Colony at Covil Estates HOA, Inc., a North Carolina nonprofit corporation ("Association").

WITNESSETH:

A. The Association is the property owners' association charged with the responsibility for the operation of that certain real property known as Key Colony at Covil Estates located in New Hanover County, North Carolina, and described in a Declaration recorded in Book 1667, Page 0623, New Hanover County Register of Deeds ("Declaration"), as may have been previously amended from time to time, including, but not limited to, the addition of real property subject to said Declaration, this Amendment being effective and applicable to all such additions.

B. Said Declaration provides in Article XI, Section 5, that the Declaration can be amended by an affirmative vote of not less than two-thirds (2/3) of the Members, Lot/Unit Owners.

C. The amendment set forth below has been adopted by an affirmative vote of not less than two-thirds (2/3) of the Members, Lot/Unit

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Owners and has otherwise been properly adopted and approved as required by the Declaration, Bylaws and Articles of Incorporation, as applicable.

D. That the President of the Association has been duly authorized and empowered to execute this Amendment and to cause the same to be recorded in the New Hanover County Register of Deeds as the binding act of the Association, its Members, Lot/Unit Owners and Board of Directors.

Now therefore, in consideration of the recitals set forth above, and as the act and deed of the Association, its Members, Lot/Unit Owners and Board of Directors, the Declaration is hereby amended and modified as set forth below:

By adding Article VIII, Section 15. Rental Restrictions:

In order to assure a community of congenial resident Owners and thus protect the value of the Lots, leasing of a Lot by an Owner shall be subject to the following provisions:

Lots may be rented only in their entirety; no fraction or portion may be rented. No transient tenants shall be permitted. All leases must be for a term of not less than one (1) year (except by written permission of the Board of Directors in its sole discretion). Subletting is prohibited.

All leases and lessees are subject to the provisions of the Declaration, Bylaws, and Rules and Regulations. The Owner must provide to the lessee copies of the Declaration, Bylaws, and Rules and Regulations. The Owner shall provide to the Association a copy of the Lease along with the name, address and telephone number of each lessee prior to the lessee's occupancy of the Lot. No Lot shall be rented or occupied by more than two (2) persons unrelated by blood or marriage. The Board shall not discriminate against any prospective lessee on the basis of race, religion, national origin, age, disability, familial status, or for any other unlawful purpose.

"Leasing" for purposes of this Declaration is defined as occupancy of a Lot by any person other than the Owner for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

Any lease shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not incorporated into a lease such covenants nevertheless apply to the Lot and the lease. Any lessee, by occupancy of a Lot, agrees to the applicability of this covenant and incorporation of the following language into the Lease:

Lessee agrees to abide by and comply with all provisions of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto. Owner agrees to

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cause all lessees of his or her Lot to comply with the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may also be sanctioned for any violation of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto. In the event that the lessee violates the Declaration, Bylaws, or Rules and Regulations for which a fine is imposed, such fine shall be assessed against the Owner and Lot. Unpaid fines constitute a lien against the Lot in accordance with the Planned Community Act and Declaration.

Any violation of the Declaration, Bylaws, or Rules and Regulations adopted pursuant thereto by the lessee, is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with North Carolina law.

Further, Owner agrees that any lessee who habitually and/or flagrantly violates the Declaration, Bylaws or Rules or Regulations shall, upon the written demand of the Association, be evicted by the Owner in accordance with North Carolina law.

END OF AMENDMENTS

Except as amended, the Declaration, as may have been previously amended, shall remain in full force and effect.

The undersigned, being the President of Key Colony at Covil Estates HOA, Inc., does, by his/her execution hereof, certify that this Amendment was duly adopted by an affirmative vote of at least two-thirds (2/3) of the Members of the Association in person or by proxy, was duly adopted by affirmative vote of the Board of Directors, and that all the procedures, steps and requirements necessary to amend said Declaration have been complied with, the day and year first above written.

KEY COLONY AT COVIL ESTATES
HOA, INC.

By: , President



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 03/09/2007 03:02:47 PM
Book: RE 5152 Page: 1946-1950
Document No.: 2007011968
AMEND 5 PGS \$23.00
Recorder: CRESWELL, ANDREA

State of North Carolina, County of New Hanover

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