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STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR OAKLEAF
CONDOMINIUM I

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLEAF CONDOMINIUM I ("Amendment") is made as of the date of recording hereof by OAKLEAF HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation (the "Association"), which does hereby adopt the following amendments to its Declaration (as defined herein), effective as of the date of recording of this Amendment.

Oakleaf Condominium (the "Community") is subject to that certain Declaration of Covenants, Conditions and Restrictions for Oakleaf Condominium I recorded in Book 526, Page 205, Cabarrus County Registry (as amended from time to time, the "Declaration"). Pursuant to Section 2-117(a) of the North Carolina Condominium Act, N.C. Gen. Stat. § 47C-1-101 et seq. (the "Act"), on or about February 10, 2026, a written notice and ballot was mailed to all owners in the Association proposing certain amendments to the Declaration. In excess of 67% of allocated votes in the Association were subsequently returned by the April 1, 2026 deadline stated therein voting in favor of the proposed amendment.

Drawn by and Return To
Zachary M. Moretz
Moretz Law Group, P.A.
P.O. Box 446
Concord, NC 28026

NOW THEREFORE, the Association does hereby adopt the following amendment to the Declaration in order to address concerns raised by mortgage lenders that currently limit financing options for buyers in the community.

Article XIV is hereby appended as follows:

Notwithstanding anything to the contrary in this Right of First Refusal or any other provision of the Declaration, Bylaws, rules, or procedures of the Association, the Association's Right of First Refusal shall not apply to, restrict, delay, condition, or otherwise impair the rights of any mortgagee, noteholder, servicer, guarantor, insurer, or investor or their successors or assigns to exercise any remedies under a mortgage, mortgage note, or applicable law, including without limitation declaring a default, accelerating the debt, commencing and completing foreclosure, taking title by deed-in-lieu of foreclosure, or causing a sale or other transfer following foreclosure or deed-in-lieu; any exercise of such remedies, and any transfer or conveyance resulting therefrom, shall be exempt from the Right of First Refusal and the Association shall not condition recognition of such a transfer on payment of fines, assessments, fees, or other amounts that would conflict with applicable federal requirements; the Association shall accept reasonable documentation from the mortgagee, servicer, investor, or insurer as evidence of such remedies or transfer and shall cooperate in ministerial steps necessary to effectuate recordation or acknowledgement of the transfer.

Except as expressly set forth herein, all other provisions of the Declaration shall remain in full force and effect and shall not be affected by this section.

The undersigned hereby certify that this Amendment has been approved by the signatures, affirmative votes, and/or the written ballots of at least 67% of all the owners in the Community pursuant to the Declaration and is being recorded for purposes of amending the Declaration consistent therewith. This Amendment shall run with the land and be binding upon all current and future owners of all units and other real property in the Community. All capitalized terms used and not defined herein shall have the meanings ascribed them in the Declaration.

Except as specifically set forth herein and amended and/or supplemented hereby, the Declaration shall remain in force as written and is hereby ratified and affirmed by the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Association in accordance with the due approval of the owners and by authority duly granted by its Board of Directors has caused this Amendment to be executed as of the day and year first noted below.

OAKLEAF HOMEOWNERS ASSOCIATION, INC., a
North Carolina nonprofit corporation

By: Jerry Fisher
Jerry Fisher, President

ATTEST:

Darrell B. Whittington
SECRETARY of the Association

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, Sabrina D Smith, Notary Public of the County and State aforesaid, certify that Jerry Fisher personally came before me this day and acknowledged that he is the President of OAKLEAF HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial stamp or seal this 26 day of May, 2026.

Sabrina D Smith
My commission expires: 4.11.2027

Notary Public

[NOTARIAL SEAL]

