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12/04/2023 09:33:44 AM

WILLIAM LEE KING, Henderson COUNTY, NC



Please return to Erin F. Dunnuck, Esq., Dunnuck Law Firm, P.L.L.C., 16 Broad Street, Asheville, North Carolina 28801

References: Deed Book 1173, Page 55

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**AMENDMENT TO SECOND RESTATEMENT AND AMENDMENT TO PROTECTIVE
COVENANTS FOR HAWTHORN HILLS SUBDIVISION**

THIS AMENDMENT made this 4 day of December, 2023, by Hawthorn Hills Property Owners' Association, Inc. ("Association"), the association of lot owners at Hawthorn Hills, a subdivision located in Henderson County, North Carolina; and

WHEREAS, the Association is subject to the Second Restatement and Amendment to Protective Covenants for Hawthorn Hills Subdivision recorded in the Henderson County Registry of Deeds in Deed Book 1173 at Page 55, as amended ("Covenants"); and

WHEREAS, members owning the appropriate percentage of the lots in Hawthorn Hills voted or consented in writing to adopt the following Amendment to the Covenants in accordance with Article X of the Covenants and NCGS 47F-2-117 of the Planned Community Act; and

NOW THEREFORE, the Second Restatement and Amendment to Protective Covenants for Hawthorn Hills Subdivision are hereby amended as follows:

The Covenants shall be amended by adding the following Paragraph 23 to Article IV:
RESTRICTIONS:

ARTICLE IV: RESTRICTIONS

23. In order to assure a Community of congenial resident Owners and thus protect the value of the Lots, the sale or leasing of a Lot by an Owner shall be subject to the following provisions so long as Hawthorn Hills shall be owned in accordance with the terms and conditions of the Covenants:

23.1. Renting or Leasing of Lots. 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 six (6) months except by written permission of the Board of Directors in its sole discretion. Before leasing, the Lot Owner must receive the approval of the Association through its Board of Directors. All leasing and renting arrangements shall be in writing.

All leases and lessees are subject to the provisions of the Covenants and Bylaws. The Lot Owner must make available to the tenant copies of the Covenants and Bylaws. The Board shall not discriminate against any prospective tenant on the basis of race, religion, national origin, age, disability, familial status or for any other unlawful purpose.

“Leasing” for purposes of the Covenants is defined as regular 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 for a Lot in Hawthorn Hills 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 through the existence of this covenant. Any lessee, by occupancy in a Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

23.2. Compliance with Covenants and Bylaws. Lessee agrees to abide by and comply with all provisions of the Covenants and Bylaws adopted pursuant thereto. Owner agrees to cause all occupants of his or her Lot to comply with the Covenants and Bylaws and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the residence are fully liable and may be sanctioned for any violation of the Covenants and Bylaws. In the event that the lessee, or a person living with the lessee, violates the Covenants and Bylaws for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines constitute a lien against the Lot in accordance with the Planned Community Act and Covenants. Any lessee charged with a violation of the Covenants or Bylaws adopted pursuant thereto, is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Covenants or Bylaws adopted pursuant thereto, 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.

All Owners that are currently renting/leasing their Lot shall register the rental/leased Lot with the Association within fifteen (15) days of the recording of this Amendment with the Henderson County Registry of Deeds. In order to properly register a rental/leased Lot with the Association, the Owner of a rental/leased Lot must provide the Association, through the Board of Directors, or their designated representative, the name(s) of the tenants in the rental/leased Lot, a telephone number by which the tenant(s) may be contacted by the Association if the need arises, a copy of the lease and the term (duration) of the lease. All Owners shall register any and all changes in the status of a rental/leased Lot, including vacancies and the renewal of leases, with the Association, within fifteen (15) days.

23.3. Investor Owners. The Investor-Owners' two (2) Lots are considered "grandfathered in" and the current Investor-Owners of the two (2) Lots may continue to lease the two (2) Lots, or portion thereof, for less than six (6) months provided that the Investor-Owners of the two (2) leased Lots abide by the Covenants and properly register its Lot with the Association. Exhibit A lists the names and addresses of all Investor-Owners and the address(es) of their Lots. If there is any change in the current record owner(s) in the Henderson County Registry of Deeds of any of the two (2) leased Lots or if the Owners identified in Exhibit A's interest in the Lot passes through an Estate or Trust, the Investor-Owners' right to lease that particular Lot for less than six (6) months shall immediately terminate. The new record owner(s) of that particular Lot will not have right to lease that particular Lot for less than six (6) months.

23.4. Time shares. Time-sharing and time shares as defined in the North Carolina Timeshare Act (N.C. Gen. Stat. § 93A-39 et seq.) of any Lot in Hawthorn Hills is prohibited.

23.5. Penalty. The failure of any Owner or their tenant to comply with any aspect of this Section shall be considered a violation of the Covenants. The Association may, after providing the Owner with notice and opportunity to be heard, impose fines up to one hundred dollars (\$100.00) per day pursuant to N.C.G.S. 47F-3-107.1 for such violation or terminate the Owner's leasing privileges.

The Covenants shall be further amended by striking Article XII, Paragraph 5.

IN WITNESS WHEREOF, the undersigned officers of Hawthorn Hills Property Owners' Association, Inc hereby certify that the above amendment to the Second Restatement and Amendment to Protective Covenants for Hawthorn Hills Subdivision was duly adopted by the Association and its membership in accordance with and pursuant to the Covenants.

This 4 day of December, 2023.

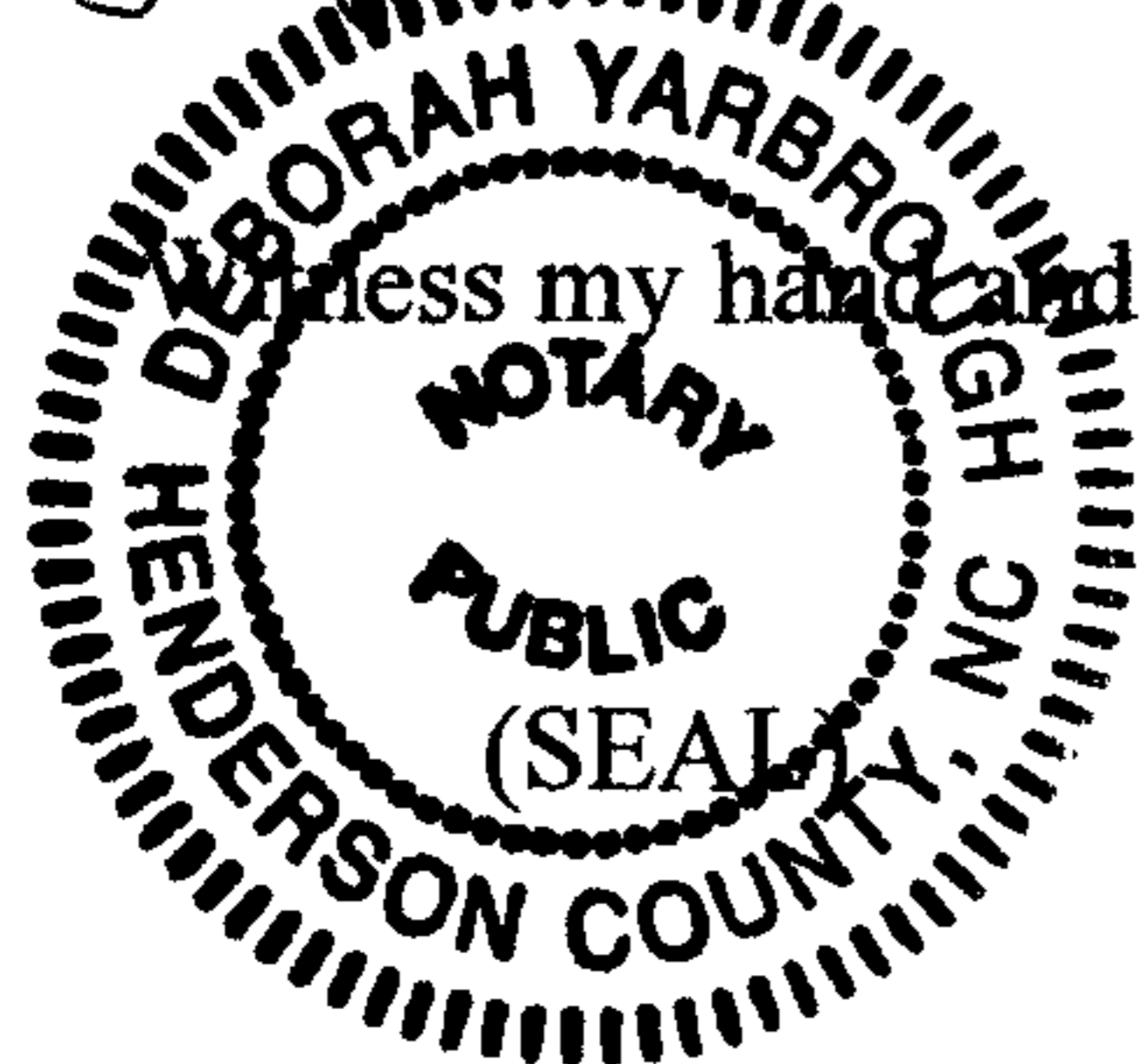
HAWTHORN HILLS PROPERTY OWNERS' ASSOCIATION, INC

by: *Gregory M. Plumb*
President GREGORY M. PLUMB

Attest: *Heather Kogoy*
Secretary HEATHER KOGUY

STATE OF NORTH CAROLINA
COUNTY OF Henderson

I Deborah Yarborough, Notary Public for Henderson County
North Carolina (state), certify that Gregory M. Plumb, Heather Kogoy
personally came before me this day and acknowledged that he/she is Secretary of Hawthorn Hills
Property Owners' Association, Inc and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by its President,
Gregory M. Plumb, and attested by himself/herself as its Secretary.



In witness my hand and official seal, this the 4th day of December, 2023.
dg

Deborah Yarborough
Notary Public

My commission expires July 17, 2028

EXHIBIT A

Owner Name	Lot Number	Property Address
Brink, Lauren	Lot 5, Block M	309 Gregory Way
Newman, Ellen S., Trustee of the Ellen S. Newman Living Trust	Lot 5 and a portion of Lot 4, Block C	207 Hawthorn Drive