

For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2024 Feb 02 01:00 PM RE Excise Tax: \$ 0.00
Book: 38614 Page: 563 - 566 Fee: \$ 26.00
Instrument Number: 2024009383



drawn by/mail to:
Michael S. Hunter
Kirk, Palmer & Thigpen
1300 Baxter Street, Suite 300
Charlotte, NC 28204

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR HOLLY HILL FARMS HOMEOWNERS ASSOCIATION**

The Declaration of Covenants, Conditions and Restrictions for Holly Hills Farms Homeowners Association was recorded on November 20, 1998 in Book 10054, Page 411 in the Mecklenburg County Register of Deeds' office ("the Declaration"). The Declaration has been subsequently amended by the First Amendment to the Declaration recorded August 3, 2016 in Book 31047, Page 782.

Article IX, Section 3 of the Declaration states that the Declaration may be amended by an instrument signed by not less than 75% of the Owners.

WHEREFORE the Declaration is hereby adding a new Section 21 to Article VII reading as follows:

"Section 21. Leasing. The Members of the Association and its Board of Directors ("the Board") has deemed it to be in the best interest of Lot Owners to restrict owners' rights to lease their Lots. Such restrictions will, among other things, enhance property values by promoting stability and reducing resident turnover; increasing interest by the Lot Owners in the appearance and maintenance of their Lots; minimizing problems of rule enforcement and vandalism; and ensuring that Lots and Lot Owners qualify for certain mortgage programs.

(a) Notice to Board: Any Lot Owner intending to make a lease of his/her Lot shall give prior written notice to the Board of Directors (or any Managing Agent designated by the Board) of such intention. For purposes of this Section, "lease" is defined as the exclusive or non-

exclusive occupancy or license for use of all or any portion of a Lot by any person(s), other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including but not limited to, a fee, service, property or gratuity. The required notice shall include a complete copy the proposed lease, and such other information as the Board or its agent shall reasonably require. Notwithstanding the foregoing, a lease to the spouse, former spouse, parent, grandparent, child, grandchild, or sibling of the Lot Owner shall not be considered to be a "lease" for purposes of this Section, and nothing in this Section 21 shall be deemed to prohibit the Owner of a Lot from leasing its Lot for occupancy by a roommate or roommates and the Owner of the Lot.

(b) All leases of Lots shall be in writing, utilizing standardized lease forms provided by or approved by the Board or its Managing Agent. The provisions of this Section shall also apply to the renewal of or modification to the terms of any lease of a Lot. No subleasing of a Lot shall be allowed. No Lot shall be leased for transient or hotel purposes, and the minimum initial term of any proposed lease shall not be less than twelve months, the sole exception being during the 120-day period immediately preceding or succeeding the sale of a Lot; occupancy during that 120-day period shall be limited to the buyer(s) and seller(s) of the Lot. All leases must contain a provision that any violation of the Declaration, Bylaws or rules and regulations of the Association by the tenant constitutes a default under the lease, with the landlord's remedy being termination of the lease.

(c) Compliance with Declaration, Bylaws, and Rules and Regulations: Compliance with Declaration, By-Laws, and Rules and Regulations: Any Lot Owner leasing his/her Lot shall provide the Tenant with a copy of the Declaration, Bylaws, and Rules and Regulations affecting the Properties upon execution of the lease; the tenant will be required to sign an acknowledgement or addendum to the lease that he/she has received a copy of these documents and agrees to abide by their terms. The Tenant shall be bound in all respects by the provisions contained therein.

(d) It shall be a violation of this Section for any Owner to collude with a tenant to terminate any lease under circumstances which the Board determines to be, in the Board's sole discretion, a deliberate attempt by the Owner to circumvent the express requirement that no Lot may be leased for a period shorter than 12 months. In addition, it shall be a violation of this Article for any Owner to list, advertise or offer his/her Lot for a lease period less than 12 months. Any listing, advertisement or offer of any Lot shall affirmatively state that the Lot is listed, advertised or offered only for a period of 12 months or longer. If any Owner lists, advertises or offers his/her Lot in violation of the restrictions contained herein, each listing or offering shall be considered a separate and continuing violation justifying daily fines in accordance with NCGS §47F-3-107.1.

(e) Notwithstanding anything else to the contrary, no Owner acquiring title to a Lot after the date this Second Amendment is recorded shall be permitted to rent or lease his/her/its Lot until 24 months have elapsed since the date on which the deed conveying the Lot to such Owner was recorded in the Mecklenburg County Public Registry. In the event that a Lot is leased for any period of time in violation of this mandatory 24-month "waiting period," the waiting period shall be immediately tolled, and any time which elapses while the lease remains in effect shall not count toward satisfaction of the waiting period described herein.

(f) In no event shall any lease or rental agreement release or relieve a Lot Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.

(g) Owners shall provide the names of the tenants, the tenants' contact information, a description of the tenants' vehicles, and emergency contact information for the Owner and if the Owner uses a managing agent, contact information for the managing agent. No person aged 18 or above may occupy the property as his/her principal residence unless they are named on the lease as one of the tenants. Owners are responsible for informing any managing agent of the requirements of the Declaration, and for ensuring that the managing agent complies on the Owner's behalf.

(h) With respect to any tenant or any person present on any Lot or any portion of the Properties, other than an Owner and the members of his/her immediate family permanently residing with him/her in the Lot, if such person shall materially violate any provision of this Declaration or the rules & regulations, or be a source of annoyance to the residents of the Properties, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Properties. The expense of any enforcement action, including attorney's fees, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association."

The undersigned, being the President of the Association hereby confirms that this Amendment was approved by an instrument signed by at least 75% of the Lot Owners as required by Article IX, Section 3 of the Declaration. This Amendment will become effective when recorded.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGE

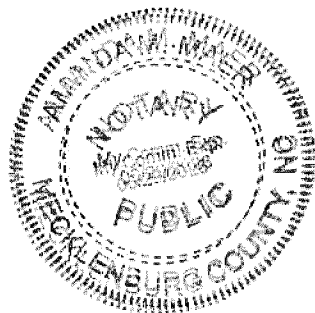
HOLLY HILL FARMS
HOMEOWNERS ASSOCIATION

By: Bruce Hensley
President

STATE OF North Carolina
COUNTY OF Mecklenburg

This 2nd day of February, 2024, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Bruce Hensley, who, being duly sworn, says that he/she is President of the HOLLY HILL FARMS HOMEOWNERS ASSOCIATION, a North Carolina nonprofit corporation; that the statements contained in the foregoing instrument are true, and he/she voluntarily acknowledged said instrument, for the purposes therein, to be the duly authorized act and deed of said company.

WITNESS my hand and notarial stamp or seal this 2nd day of February, 2024.



Amanda M. Maer
Notary Public

Amanda M. Maer
(Print or type name of Notary Public)

My Commission Expires:

06-29-2026

(Notarial Seal)