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STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AMENDMENT TO PROTECTIVE COVENANTS OF SUMMERLIN FALLS SECTIONS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE, TEN, ELEVEN, TWELVE, THIRTEEN, FOURTEEN, AND FIFTEEN

THIS AMENDMENT TO PROTECTIVE COVENANTS OF SUMMERLIN FALLS SECTIONS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE, TEN, ELEVEN, TWELVE, THIRTEEN, FOURTEEN, AND FIFTEEN ("Amendment") is made and entered into the 12th day of MAY, 2023 by Summerlin Falls Homeowners Association, Inc., a North Carolina nonprofit corporation (the "Association").

RECITALS:

A. Landmark Development, Inc. and Landmark Homes, Inc. caused to be recorded the Protective Covenants of Summerlin Falls Section One in Book 1963, at Page 0870 in the office of the Register of Deeds of New Hanover County, North Carolina, as amended by that certain Amendment to Protective Covenants of Summerlin Falls Section Two recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 1965, Page 0264 and that certain Amendment to Protective Covenants of Summerlin Falls Section Three recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 1969, Page 0572 and that certain Amendment to Protective Covenants of Summerlin Falls

Prepared by Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403), Post Office Box 7068, Wilmington, NC 28406-7068

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Attention: Adam M. Beaudoin

Section Four recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2120, Page 0542 and that certain Amendment to Protective Covenants of Summerlin Falls Section Five recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2066, Page 0960 and that certain Amendment to Protective Covenants of Summerlin Falls Section Six recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2179, Page 0794 and that certain Amendment to Protective Covenants of Summerlin Falls Section Seven recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2258, Page 0846 and that certain Amendment to Protective Covenants of Summerlin Falls Section Eight recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2280, Page 0047 and that certain Amendment to Protective Covenants of Summerlin Falls Section Nine recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2404, Page 0523 and that certain Amendment to Protective Covenants of Summerlin Falls recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2499, Page 0074 and that certain Amendment to Protective Covenants of Summerlin Falls Section Ten recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2515, Page 0876 and that certain Amendment to Protective Covenants of Summerlin Falls Section Eleven recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2615, Page 0263 and that certain Amendment to Protective Covenants of Summerlin Falls Section Twelve recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2643, Page 0066 and that certain Amendment to Protective Covenants of Summerlin Falls Section Thirteen recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2690, Page 0157 and that certain Amendment to Protective Covenants of Summerlin Falls Section Fourteen recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 2744, Page 0910 and that certain Amendment to Protective Covenants of Summerlin Falls Section Fifteen recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 3198, Page 0644, and that certain Amendment to Protective Covenants of Summerlin Falls Sections One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, and Fifteen recorded in the office of the Register of Deeds of New Hanover County, North Carolina in Book 5916 at Page 1903 (collectively referred to as the "Declaration").

B. In accordance with the provisions of Chapter 47F of the General Statutes of North Carolina, the Declaration may be amended by approval of not less than sixty-seven percent (67%) of the Owners.

C. The Association has obtained the affirmative vote of at least sixty- seven percent (67%) of the Owners.

NOW, THEREFORE, pursuant to the authority above identified and recited, the Association and Owners do hereby amend the Declaration as follows:

1. Article 8, Section 4 is deleted in its entirety and restated as follows:

Section 4. Leasing of Lots by Owners. Nothing contained herein shall prohibit the leasing of a Lot; provided, however, that:

(a) No Lot shall be leased for a period of less than twelve (12) consecutive calendar months.

(b) Subleasing of any Lot is prohibited. For purposes of this Declaration, "subleasing" is defined as a lease by a tenant or lessee of part or all of a leased Lot to another person or entity but with the original tenant or lessee retaining some right or interest under the original lease.

(c) All leases for any Lot shall be in writing signed by the Owner and the tenant.

(d) All leases shall be in such form, and contain such provisions, as approved by the Board, including provisions (a) requiring the tenant to comply with the Association Documents, (b) providing that the failure of any tenant under a lease to comply with the Association Documents shall constitute an event of default under the lease, and (c) providing that the Board may exercise any and all remedies for a default under the Association Documents against the Owner and the tenant under the lease including, without limitation, the right to remove a tenant from possession of a Lot by judicial process or otherwise.

(e) No structure on any Lot other than the Dwelling Unit may be leased or otherwise occupied, and no fraction or portion of any Lot may be leased separately from any other portion of the Lot.

(f) A true executed copy of any lease for a Lot shall be provided to the Association prior to the occupancy by the tenant of such Lot.

(g) No Lot shall be leased until the Owner has been the record owner for a least twelve (12) consecutive months ("Waiting Period"); provided, however, any current Owner that is leasing their Lot at the time they sell their Lot

may transfer the lease without the new owner having to satisfy the Waiting Period.

Beginning twelve (12) months from the date of this Declaration, the Board may also adopt reasonable rules and regulations regarding leasing which may include, but are not limited to, (a) the imposition of a fee to the Owner leasing the Lot equal to the costs of administration and ensuring compliance incurred by the Association with the restrictions and rules and regulations relating to leasing, and (b) prohibiting or restricting the leasing of more than twenty percent (20%) of the Lots at any one time within the Property.

"Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner, or the Immediate Family of the Owner, for which the Owner receives, or the tenant provides, any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. As used in these Protective Covenants, "Immediate Family" shall mean the parents, grandparents, children, and grandchildren of such Owner.

2. Except as expressly provided in the paragraph above, the terms and provisions of the Declaration shall continue in full force and effect according to the terms of the same as modified hereby.

[Signature page follows]

IN TESTIMONY WHEREOF, the Association, pursuant to the authority above recited, has executed this Amendment under seal and in such form as to be legally binding, effective the day and year upon recording of this Amendment in the office of the Register of Deeds of New Hanover County, North Carolina.

SUMMERLIN FALLS HOMEOWNERS
ASSOCIATION, INC. (SEAL)

By: James M. Medlock
JAMES M. MEDLOCK, President

STATE OF North Carolina
COUNTY OF New Hanover

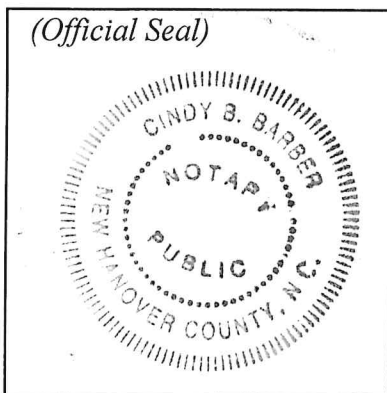
I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: James M. Medlock, President of Summerlin Falls Homeowners Association, Inc.

Date: 05/17/2023

Cindy B. Barber
Signature of Notary Public

Cindy B. Barber
Notary's printed or typed name

My commission expires: Dec. 1, 2027



Notary seal or stamp must appear within this box.