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Prepared by and Return to: Christopher P. Gelwicks, The McIntosh Law Firm, P.C., P.O. Box 2270, Davidson, North Carolina 28036

THORNHILL COMMUNITY ASSOCIATION, INC.

**CERTIFICATION OF AMENDMENT
TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THORNHILL COMMUNITY ASSOCIATION, INC.**

The Board of Directors for Thornhill Community Association, Inc., hereby records this Certification of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Thornhill Community Association, Inc. (hereinafter "Declaration"). Pursuant to Article 12 Section 2 of the Declaration, the Declaration may be amended by the affirmative vote of at least 2/3 of the total lot owners. This amendment, having obtained approval of at least 2/3 of the total votes of the lot owners, the Board of Directors hereby certifies the below amendment to the Declaration.

A new Section is hereby added to Article 3 Architectural, Maintenance and Use Restrictions entitled Section 19 "Leasing Privilege":

"Section 19: Leasing Privilege.

The Association has deemed it to be in the best interest of Lot Owners to set parameters on how Lots may be leased within the Community. The purpose of such parameters includes the enhancement of property values by promoting stability and reducing resident turnover; increasing interest by the Lot Owners in the appearance and maintenance of their Lots and the Community; minimizing problems of rule enforcement; and ensuring that Lots and Lot Owners qualify for certain federally-supported mortgage programs. These parameters do not restrict any Owner's rights under the First Amendment or any other provision of the U.S. Constitution, nor are they violative of public policy. The ability of an Owner to lease their Lot is a privilege subject to the parameters set forth in the Declaration.

Submitted electronically by "The McIntosh Law Firm, P.C."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

- (a) No Lot Owner shall be permitted to lease a Lot until eighteen (18) months have elapsed since the date on which the deed conveying said 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 eighteen (18) month waiting period, the waiting period shall be immediately tolled, and any time which elapses while the unapproved Lease remains in effect shall not count toward satisfaction of the waiting period described herein.

- (b) Subject to the provisions herein, this eighteen (18) month waiting period does not apply to –

(1) Lots owned as of the effective date of this Amendment, irrespective of any percentage limitations described herein, an exemption which shall expire when fee simple title to the property is transferred by the current Lot Owner, whether such transfer is by deed, inheritance, or otherwise;

(2) Lots with a current Lease in force as of the effective date of this Amendment;

(3) Lots transferred into a trust, provided that the Lot Owner performing such transfer is either a trustee or beneficiary of the trust; or transferred pursuant to a legal proceeding, provided that at least one (1) of the transferring owners remains in title.

- (c) To receive an exemption of the eighteen (18) month waiting period per Article 19 Section (b), within thirty (30) days of the effective date of this Amendment, Existing Lessors must notify the Board of Directors, via an Owner Intent to Lease form (“OIL”), of eligibility for Leasing Privileges. Notwithstanding this exemption, any Existing Lessor shall be subject to all other provisions listed herein including payment of the Leasing Administrative Assessment (“LAA”).

To document exemptions, a schedule of Existing Lessors and their respective leased Lots that fall within this exemption will be compiled by the Managing Agent as of the effective date of the Amendment and posted on the private Thornhill website in the Members Only section.

- (d) An Owner’s Leasing Privilege may be suspended for any period during which any assessment of the Association against the Owner’s Lot remains unpaid, or for any infraction by an Owner or the Owner’s lessee of the Association’s Governing Documents.
- (e) Any Lot Owner intending to execute a new Lease or renew an existing Lease of his or her Lot shall submit an “OIL” to the Board of Directors or the Managing Agent no less than ten (10) business days prior to the effective date of the proposed Lease.
- (f) A Lot Owner’s eligibility for Leasing Privileges shall be only provisionally approved until the Lot Owner has submitted a complete written copy of the

proposed Lease, any addenda, and such other information as the Board of Directors or the Managing Agent shall reasonably require. No OIL is deemed fully approved unless the approval is in writing and signed by an Officer of the Association, or its Managing Agent, and subject to all other Leasing Privilege provisions. If the OIL is not fully approved within sixty (60) days, the provisional approval is revoked.

- (g) The minimum Lease term by a Lot Owner to a particular lessee shall be twelve (12) months and the maximum Lease term shall be twenty-four (24) months.
- (h) The provisions of this Section shall also apply to the renewal of or modification to the terms of any Lease of a Lot.
- (i) It shall be a violation of this Article for any Owner to list, advertise or offer his/her Lot without affirmatively stating the Lease period of no less than twelve (12) months and no more than twenty-four (24) months. 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 N.C.G.S. 47F-3-107.1.
- (j) The provisions of this Article apply per Lot and are not transferable among Lots held by the same Owner.
- (k) The Board of Directors reserves the right to refuse any Leasing Privilege which would result in fifteen percent (15%) or more of the total number of Lots on any street being leased, and/or fifteen percent (15%) of total Thornhill Lots being leased.
- (l) Irrespective of an exemption under Section (b) or (c) above, the Leasing Privilege attached to any Lot shall be revoked and the Leasing Privilege provisions set forth herein shall apply inclusive of the percentage limitations described above –
 - (1) Three (3) months following the termination date of the current Lease, assuming no subsequent OIL is approved and takes effect;
 - (2) Three (3) months following the occupation or reoccupation of the Lot by the Owner;
 - (3) Three (3) months following the occupation or reoccupation of the Lot by an Immediate Family Member.
- (m) For the purposes of this Article, Lots occupied by Immediate Family Members and/or eligible Household Members are not considered Leased. However, Owners of such Lots must notify the Board of Directors of such via submission and approval of an OIL; provide copies of any Leases that may be in effect; the names of all occupants of the Lot; and sufficient proof, as determined by the Board, of familial relationship and/or household residency. Lot Owners under this Section are not required to pay the LAA.

- (n) No Lease shall be for less than the entire Lot. No subleasing of the Lot or any portion thereof is permitted, unless the Owner continues to reside on the Lot.
- (o) Any Lot Owner intending to or actively leasing their Lot, agrees and confirms that they have provided the lessee a copy of all Governing Documents no later than the date the Lease is executed. Failure to provide these documents does not relieve the lessee or the Lot Owner of responsibility to adhere to all provisions therein.
- (p) Any failure by the lessee to comply with all the terms of the Governing Documents shall constitute a default under the Lease.
- (q) The Board of Directors reserves the right to waive any Leasing Privilege provisions contained herein, if such applicability would result in an undue hardship on the Lot Owner. Decisions on claimed hardships shall be determined by the Board of Directors in its sole discretion, and are not appealable.
- (r) A Lot Owner seeking a waiver for a hardship shall submit an Owner's Hardship Request to Lease form ("OHRL") to the Board of Directors or the Managing Agent not less than thirty (30) days prior to the requested start date of the proposed Lease. The OHRL shall include a description of the hardship with supporting documentation and expected duration of waiver. Failure to submit, or resubmit as requested, a complete OHRL for approval shall result in automatic denial of a hardship waiver. No OHRL is deemed approved unless the approval is in writing and signed by an Officer of the Association, or its Managing Agent, and subject to all other Leasing Privilege provisions. The Board of Directors will make every effort to provide a response within thirty (30) days of receipt of a complete OHRL.
- (s) A Lot Owner's Leasing Privilege shall not take effect until the Owner pays the LAA. The LAA is non-refundable, and due when written approval of the OIL or OHRL is received by the Lot Owner. Failure to pay the LAA within ten (10) business days of receipt of the written approval will result in an automatic rescission of the approval. The amount of the LAA shall be determined by the Board of Directors in its sole discretion to reflect leasing administrative costs, and may be increased or decreased upon thirty (30) days written notice to active Lessors. The LAA shall be uniform and applicable to all Existing Lessors and new Lessors.
- (t) Failure of the Lot Owner to adhere to any timeline or portion of a timeline contained herein shall result in automatic disapproval of Leasing Privileges until all requirements of this Section are met."

The following definitions will automatically be incorporated into Article 1 Definitions.

"Existing Lessor" means any Lot Owner whose Lot has a current lease in force at the time this Amendment is recorded.

“Governing Documents” shall mean and include the Articles of Incorporation for Thornhill Community Association, Inc.; the Bylaws for Thornhill Community Association, Inc., as amended; the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Thornhill Community Association, Inc., as amended and supplemented; all rules and regulations, guidelines, and resolutions adopted by the Board of Directors .

“Immediate Family Member and Household Member”. “Immediate Family Member” shall mean a Lot Owner’s spouse, parent, and grandparents, children and grandchildren, brothers and sisters, mothers-in-law and fathers-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Adopted, half, and step-members are also included as Immediate Family. “Household Members” include individuals not related to a Lot Owner by blood or by marriage who have resided with the Lot Owner in Thornhill for a period of at least twelve (12) months, with documentation of such residency to be provided by the Lot Owner.

“Lease” is defined as the exclusive or non-exclusive occupancy or license for use of all of a Lot by any person(s), other than the Lot Owner, or Immediate Family Members, for which the Lot Owner receives any or no benefit, including but not limited to, a fee, service, property, goodwill, or gratuity.

“Leasing Administrative Assessment” (“LAA”) is a fee assessed to offset the additional administrative costs charged to the Association by the Managing Agent to monitor and track Leased Lots and Leasing Privileges. The fee is non-refundable, and due when approval to lease the Lot is provided to the Owner.

“Lessor” refers to any Lot Owner who is leasing their Lot.

Article 3 Architectural, Maintenance and Use Restriction Section 6. Use of Lots will automatically be amended to comport:

“Section 6. Use of Lots. Except as mandated by the Federal Disability Act or other Federal or State legal requirements, and except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only as a residence for a single family. A single family is defined as no more than three (3) individuals unrelated by blood, marriage, or legal action. No trade or business of any kind may be conducted that is in conflict with the terms of the Governing Documents.

Without the prior written consent of the Board of Directors, nothing shall be done or kept on any Lot or on the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof, over what the Association, but for such activity, would pay. Noxious, destructive, illegal or offensive activity or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or on the Common Area or any part thereof and the Association shall have authority to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of the Lot which could reasonably cause embarrassment, discomfort or annoyance to Owners. The Board of Directors shall have the power to make and to enforce reasonable Rules and Regulations in furtherance of this provision.”

This amendment is effective upon recording of this Certification.

Date: November 5, 2022

Chelyce (SEAL)
President

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

On this, the 5th day of November, 2022, before me, a Notary Public, the under-
signed officer, Glaine Relyea, personally appeared and executed the foregoing
instrument as President of Thornhill Community Association, Inc. for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Susie Edwards Baker
Notary Public
My Commission Expires: 11/27/22

