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Watauga County, North Carolina
Amy J. Shook, REGISTER OF DEEDS

Prepared by/mail to: Twin Rivers Property Owners' Association, Inc. c/o Summit Group Property Management, LLC 151 Mr. Bish Boulevard Boone NC 28607

WATAUGA COUNTY

NORTH CAROLINA

AMENDMENT TO THE TWIN RIVERS DEVELOPMENT DECLARATION OF RESTRICTIONS

This AMENDMENT TO THE TWIN RIVERS DEVELOPMENT DECLARATION OF RESTRICTIONS is made this 24 day of July, 2024, by TWIN RIVERS PROPERTY OWNERS' ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the Declarant subjected TWIN RIVERS (the "Property") to the Twin Rivers Development Declaration of Restrictions recorded in Deed Book 460, Page 679 of the Watauga County Registry and amendments to the same, including but not limited to the following (collectively, the "Declaration"):

a) Book 479, Page 626;
b) Book 935, Page 829;
c) Book 990, Page 692;
d) Book 1268, Page 483;
e) Book 1721, Page 30;

WHEREAS, the Declaration applies to and runs with the land described in the Books and Pages of the Watauga County Register of Deeds, including but not limited to the following:

a) Book 459, Page 795;
b) Plat Book 15, Page 172;
c) Plat Book 16, Page 191;
d) Plat Book 16, Page 206;
e) Plat Book 17, Page 52;
f) Plat Book 20, Page 434;
g) Book 1826, Page 698;
h) Book 1788, Page 862;

Submitted electronically by "Black, Slaughter & Black, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Watauga County Register of Deeds.

WHEREAS, NCGS § 47F-2-117 states that the declaration may be amended only by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated, or any larger majority the declaration specifies. The percentage required for passage per the Declaration is sixty-seven percent (67%), and such approval has been obtained.

NOW THEREFORE, the Twin Rivers Development Declaration of Restrictions is amended as follows:

A new Paragraph 28 is added to read as follows:

28. Leasing.

(a) For purposes of this Paragraph 28, "Leasing" shall be defined as allowing occupants to reside on a lot for any consideration. Leasing shall also include leasing with an option to purchase or contracts for deed whereby the current occupant is not the owner of the property.

(b) All leases shall be in writing and shall provide that they are subject to all terms of the Articles of Incorporation, Declaration, Bylaws and any other governing documents or rules of the Association. Leases shall provide that failure to comply with all terms of the Articles of Incorporation, Declaration, Bylaws or rules of the Association shall constitute a default under the lease for which the lease may be terminated.

(c) No lease shall be for a period of less than three (3) consecutive nights, and owners shall be prohibited from advertising or otherwise holding their lots out for leases or occupancy for less than three (3) consecutive nights. No lot may be leased except in its entirety, and subleasing is prohibited.

(d) Notwithstanding any other provisions of the Declaration, Articles of Incorporation, Rules and Regulations, and Bylaws of the Association, only owners and persons that have acquired title to lots prior to the recording of this Amendment shall be permitted to lease said lots within the Association. Said owners and persons entitled to lease lots within the Association shall hereinafter be called "Eligible Owners." If an owner is active-duty military and shall be required to move and would thus not be able to live at the lot, that owner shall be considered an Eligible Owner during the period of active duty. Further, if any owner takes title to any lot as a result of the death of an owner, probate, or other inheritance of a lot, such owner shall likewise be considered an Eligible Owner upon providing proof to the Association's Board of Directors that such owner could not practicably live at the lot.

(e) Owners who are renting their lots at the time that this Amendment is recorded shall provide to the Association a copy of their form of lease within thirty (30) days after the recording of this Amendment. Owners who rent their lots after this Amendment is recorded shall provide to the Association a copy of their form of lease each calendar year, not later than the commencement of their leasing that year. Along with any copy of a lease provided to the Association, the owners shall, upon request, provide current contact information for themselves and contact information for at least one adult representative of any of their tenants.

(f) Any owner(s) that acquire title to a lot or lots within the development after the date of the recording of this Amendment (except as otherwise stated in this Paragraph 28) shall not be permitted to lease said lot(s).

(g) The Association's Board of Directors shall be entitled to adopt additional reasonable rules to assist in the administration of these terms.

(h) The provisions of subparagraphs (b) through (g) above shall only apply to leasing of lots for a period of time beginning from the date this Amendment is recorded until January 1 of the year next following the date that is fifteen (15) years after the date this Amendment is recorded. Following January 1 of the year next following the date that is fifteen (15) years after the date this Amendment is recorded, any and all leasing of any lot in the development shall be prohibited. The prohibition on leasing in this subparagraph (h) shall apply to all lot owners, regardless of when a lot owner acquired title to their lot, and regardless of an owner's prior status as an "Eligible Owner."

All other terms and conditions contained in the Declaration shall remain unchanged.

TWIN RIVERS PROPERTY OWNERS' ASSOCIATION, INC.

By: Randall Bigum
RANDALL BIGUM, President

STATE OF ~~NORTH CAROLINA~~ FLORIDA
COUNTY OF Walton

I, a Notary Public of the County and State aforesaid, certify that Randall Bigum personally came before me this day and acknowledged that he is President of TWIN RIVERS PROPERTY OWNERS' ASSOCIATION, INC., and that he, President, being authorized to do so, executed the foregoing on behalf of TWIN RIVERS PROPERTY OWNERS' ASSOCIATION, INC..

WITNESS my hand and official stamp or seal, this 24 day of July, 2024.

Aimie R. Trussell
Notary Public

AIMIE R. TRUSSELL
Commission # HH 409638
Expires June 12, 2027

Aimie R. Trussell
Printed Name

My commission expires: 6/12/2027