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 Buncombe County, NC
 Drew Reisinger Register of Deeds

BK 5720 PG 1750-1752

Prepared by and return to:

Dungan, Kilbourn & Stahl, P.A., One Rankin Avenue, Third Floor, Asheville, NC 28801

References: Deed Book 1611, page 107

Deed Book 1689, page 722

Deed Book 4878, Page 891

Deed Book 5229, page 1569

STATE OF NORTH CAROLINA
 BUNCOMBE COUNTY

SECOND AMENDMENT TO AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 (Hamburg Mountain Subdivision)

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS, made this 1 day of November , 2018, by Hamburg
 Mountain Homeowners Association, Inc., a North Carolina non-profit corporation; and

WHEREAS, Hamburg Mountain Homeowners Association, Inc., ("Association") is the
 association of lot owners at Hamburg Mountain, a planned community located in Buncombe, North
 Carolina; and

WHEREAS, the Association is governed by that Amended and Restated Declaration of
 Covenants, Conditions and Restrictions recorded in Deed Book 4878, Page 891 of the Buncombe
 County Registry (hereinafter "Amended Declaration");

WHEREAS, the Amended Declaration was Amended by that First Amendment to the
 Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded in Book
 5529, Page 1569 of the Buncombe County Registry.

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WHEREAS, Article 15 of the Amended Declaration provides that it 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;

WHEREAS, the requisite number of Owners of Lots voted in favor of this Second Amendment to the Amended Declaration;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association does hereby amend the Amended Declaration as follows:

Article 1, Section J is amended by adding a second paragraph to that section as follows:

J. For the purposes of this section the definition of "Single Family" shall also include extended family members living within the same dwelling or unit as a traditional housekeeping unit or single housekeeping unit. Extended family members shall include but not be limited to grandparents, adult children and their spouses, grandchildren, siblings, nieces and nephews and live-in caregivers.

Article 12, Section A, is deleted in its entirety and the following language is substituted in its place:

- A. 1. Use Restrictions: Except as provided hereunder, no Lot shall be used except for single-family residential purposes. No structure shall be erected, placed or permitted to remain on a numbered Lot other than one (1) detached, single family residence dwelling including a private enclosed garage with space for not more than three (3) automobiles. Unenclosed carports, or similar storage structures, shall not be erected, placed or permitted to remain on any Lot.
2. Occupancy Restrictions: All Lots shall be used for single-family residential purposes only, and not for business, manufacturing or commercial purpose. Home offices and businesses without site-based employees shall be permitted as shall studios for artists, craftsmen and artisans. Any activity which significantly increases vehicular traffic is prohibited. Family care homes, child or adult care homes and boarding houses are strictly forbidden.
3. Short-Term Rentals: In order to assure that the community retains its single-family residential character and to protect the value of the lots of Owners who are financially invested in and committed to preserving the current residential character and the scheme of the development for the community, short-term rentals are prohibited.

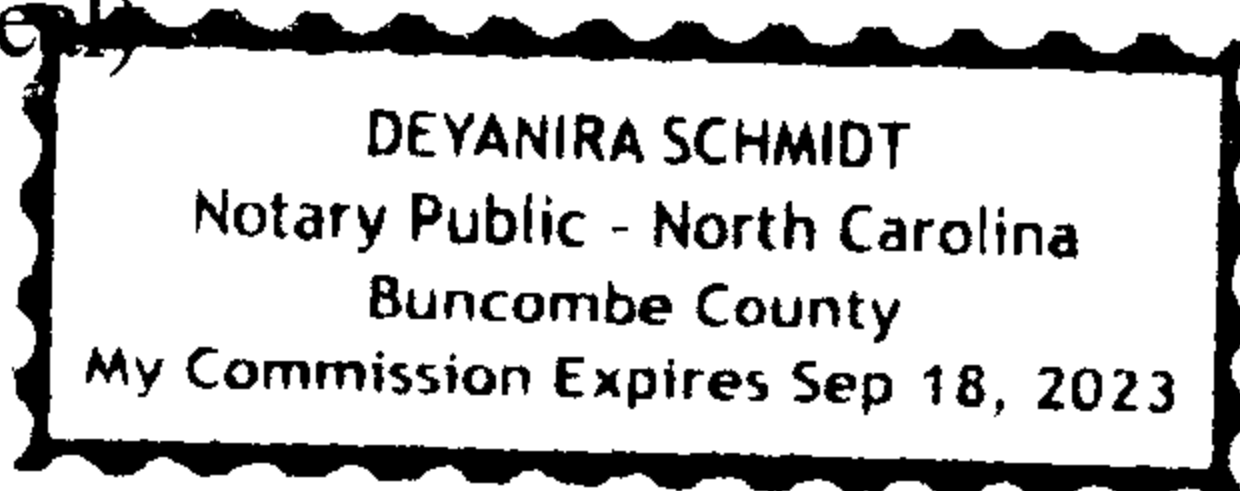
For the purposes of this section "Short-term Rental" is defined as renting for a period of less than five (5) months.

4. Long-term rentals. Any Lot owner may rent their property for terms of five (5) months or longer provided that said rental is for single family purposes only, as that term is defined in Article I, Section J of this Amended Declaration and subject to the Occupancy Restrictions contained in Article 12, Section A (2) of this Amended Declaration. Any such lease shall be in writing and shall provide that the lease shall be subject to the terms of this Amended and Restated Declaration and that any failure of the lessee to comply with the terms of the Declaration shall be a default under the lease. The lease shall be preserved and made available for review by the Board of Directors upon request. Any owner that wishes to enter into a long-term lease must first have occupied their dwelling for a period of at least one year.

IN WITNESS WHEREOF, the undersigned officers of Hamburg Mountain Homeowners Association, Inc hereby certify that the above Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions is duly adopted by the Association and its membership.

This 6th day of NOVEMBER, 2018

(Seal)



Hamburg Mountain Homeowners Association, Inc.

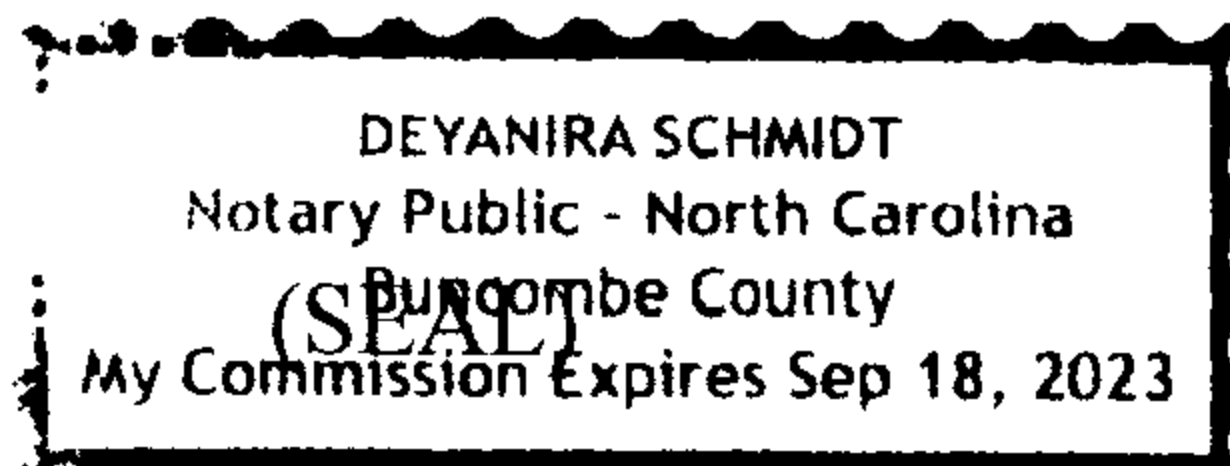
By: [Signature]
President

Attest: Sara M. Nutter
Secretary

NORTH CAROLINA
BUNCOMBE COUNTY

I Deyanira Schmidt, Notary Public for Buncombe County, North Carolina, certify that Sara M. Nutter, William Webb personally came before me this day and acknowledged that she or he is Secretary of Hamburg Mountain Homeowners Association, Inc., a nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the 6th day of November, 2018.



[Signature]
Notary Public

My commission expires 9/18/23.