

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
HAWTHORNE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Hawthorne, made this ___ day of _____, 2005 by the lot owners and members of Hawthorne Homeowners Association, Inc. (hereinafter, "the Association"),

W I T N E S S E T H:

THAT WHEREAS, the original Declarant caused to be recorded a Declaration of Covenants for Hawthorne in Book 3308, Page 484 in the Wake County Registry, and Declaration of Covenants for Edinburgh Park at Hawthorne in Book 4453, Page 492 in the Wake County Registry, and both such Declarations were replaced, supplanted and consolidated by that certain New Declaration of Covenants for Hawthorne dated 14 December 1999 and recorded in Book 5922, Page 506 in the Wake County Registry (hereinafter, "New Declaration"); and

WHEREAS, Article VII, Section 3 of the New Declaration provides that such Declaration may be amended at this time by an instrument signed by at least sixty percent (60%) of the lot owners in Hawthorne. This amendment shall become effective upon recordation of this amendment in the Wake County Registry, after such has been approved by the Planning Board of Wake County.

NOW, THEREFORE, the undersigned does hereby declare that the New Declaration of Covenants for Hawthorne shall be amended as follows:

1. To amend Article VII of the New Declaration by adding a new Section 5 at the end of that Article as follows:

"5. Lot Maintenance and Appearance.

a. Each Owner shall at all times maintain his Lot and all Improvements thereon in a safe, clean, sightly, attractive and good state of condition and repair. The owner's maintenance obligation shall include, without limitation and whenever appropriate, the timely repairing, replacing, reconstruction, renewing, and repainting of all Improvements constructed on the owner's lot; the storage and prompt removal of all litter, trash, garbage and waste; the timely general maintenance of all landscaping on the Owner's lot in accordance with good landscaping practices and any rules or regulations therefore adopted by the Association's Board of Directors; and the prompt removal during construction, reconstruction, maintenance or alteration of all debris generated as a result thereof. For purposes of this subsection (a), the Owner's maintenance responsibility shall also extend to that area between the Owner's Lot and an adjacent street if such area is not a Lot or a Common Area, or is not otherwise maintained by the Association."

2. This amendment shall be effective upon recordation in the Office of the Wake County Registry and upon approval of the Planning Board of Wake County.

3. Except as amended hereinabove, the remaining portions of the New Declaration as originally recorded are hereby restated and reacknowledged.

**** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ****

WHEREFORE, the undersigned, being at least 60% of the lot owners in Hawthorne Subdivision, have hereunto affixed their signatures for the purpose of enacting the foregoing amendment.

(Print Name of Owner & Address)

(Signature as printed) (SEAL)

(Print Name of Owner & Address)

(Signature as printed) (SEAL)

(Print Name of Owner & Address)

(Signature as printed) (SEAL)

(Print Name of Owner & Address)

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(Print Name of Owner & Address)

(Signature as printed) (SEAL)

(Print Name of Owner & Address)

(Signature as printed) (SEAL)

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, _____, a notary public of Wake County, North Carolina, certify that _____ personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

Signature of Witness to persons named above

Witness my hand and official seal, this _____ day of _____, 2005.

(Official Seal)

Notary Public

My Commission Expires: _____
