

After recording, return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HERITAGE THREE
SUBDIVISION AND/OR HERITAGE EAST
SUBDIVISION

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE THREE SUBDIVISION AND/OR HERITAGE EAST SUBDIVISION ("Amendment") is made and entered into this 17 day of May 2023 by **HERITAGE THREE HOMEOWNERS ASSOCIATION, INC.**, a North Carolina corporation (hereinafter referred to as the ("Association"), and the requisite number of Owners and Members of the Association voting in favor of the Association.

RECITALS:

A. The Association is the homeowners association for Heritage Three Subdivision (the "Subdivision") in Wake County, North Carolina, and, as such, is responsible for administering the affairs of the Association pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Heritage Three Subdivision and/or Heritage East Subdivision recorded in Book 14733, Page 2641, Wake County Registry, as amended and supplemented (the "Declaration").

B. The Declaration may be amended of not less than seventy-five percent (75%) of the Lots subject to this Declaration.

C. The Owners desire to amend the Declaration to require minimum lease, rental and license terms and require Owners to live in their homes as their principal residence prior to entering into any lease, rental or license agreement;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Covenants and Restrictions for Heritage Three Subdivision and/or Heritage East

Subdivision shall be amended as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated by this reference as if fully set forth herein.

2. To amend Article IV, Section 4 by deleting that Section in its entirety and replacing it with the following:

Section 4. Leases, Rentals and Licenses of Lots. As set forth herein, no Lot shall be leased for Transient (as defined below) or hotel purposes, including without limitation, through such online platforms as Homeaway, Airbnb or VRBO. An Owner may lease the entire Lot provided that each lease must be in writing, must be for a period of not less than twelve (12) months, and must provide that it is subject to this Declaration and the Bylaws and that any failure by a tenant to comply with such shall be a default under the lease. In no event, however, shall a portion of a Lot (as opposed to the entire Lot) be rented, leased, sub-leased or licensed.

Under no circumstance may a Lot be leased, rented or licensed by an Owner who has not regularly occupied the Lot as the Owner's primary residence for at least one (1) year. After an Owner occupies a Lot for at least one (1) year as the Owner's primary residence, the Owner may apply to the Board for the Association to rent, lease or license the Lot as set forth above. Every lease, rental agreement or license agreement between an Owner and licensee, renter or lessee for the lease, rental or licensee of a Lot shall provide that the terms of said agreement shall be subject in all respects to the provisions of the Declaration, and that failure by the licensee, renter or lessee to comply with the terms of such documents shall be a default under the terms of the lease, rental agreement or license agreement. Provided, however, if an Owner fails to include said provision in any lease, rental agreement or license agreement, it shall be conclusively deemed to be included and part of said lease, rental agreement or license agreement notwithstanding such omission.

No Lot may be leased, rented or licensed, in whole or in part, for a period of less than twelve (12) months. No Lot shall be leased, rented or licensed, in whole or in part, for Transient purposes. "Transient" shall be defined as any right of occupancy by a non-Owner of a Lot for less than twelve (12) months. Each lease, rental agreement or license shall be provided to the property manager, or President if no property manager, within five (5) days of execution and prior to occupancy of the lessee, renter or licensee.

The provisions herein shall be ready severally and in the event any portion of such Section 4 is deemed invalid, the remain portions shall be deemed severable from the voided provisions and enforceable.

3. This amendment shall be effective upon recordation in the Office of the Wake County Register of Deeds. Provided, however, the first sentence of the second paragraph of Section 4 above shall only apply to those Owners purchasing after the recordation of this Amendment.

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

IN TESTIMONY WHEREOF, the Association has caused this instrument to be executed in their individual and corporate names as of the day and year first above written.

[Signature Page Follows]

CERTIFICATION OF VALIDITY
OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HERITAGE THREE SUBDIVISION AND/OR HERITAGE EAST
SUBDIVISION

By authority of its Board of Directors, the undersigned officers of the Heritage Three Homeowners' Association, Inc., hereby certify that the foregoing instrument has been duly adopted and approved by the requisite percentage of Owners of Lots in Heritage Three and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Heritage Three Subdivision and/or Heritage East Subdivision.

HERITAGE THREE HOMEOWNERS' ASSOCIATION, INC.

By:

Michael Day
President

ATTEST:

Paul Parker
Secretary

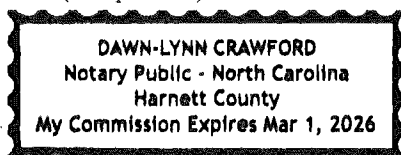
STATE OF NORTH CAROLINA
COUNTY OF WAKE

ACKNOWLEDGMENT

I, DAWN-LYNN CRAWFORD, a Notary Public of the County and State aforesaid, certify that PAUL PARKER personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of Heritage Three Homeowners' Association, Inc., a North Carolina non-profit 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 and attested by as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 5th day of June, 2023

(Stamp or Seal)



Dawn-Lynn Crawford
Notary Public
Printed Name:

My commission expires: March 1, 2026