

Prepared by and return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WINDSONG

COUNTY OF WAKE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Windsong, is made this 14th day of July, 2025 by the Windsong Homeowners Association, Inc., (hereinafter, "the Association").

WITNESSETH:

THAT WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Windsong was recorded at book 3524, page 29 of the Wake County Registry;

WHEREAS, the Association was incorporated on or about 31 July 1985 to administer the affairs of the property identified in the Declaration of Covenants, Conditions and Restrictions for Windsong was recorded at book 3524, page 29 of the Wake County Registry;

WHEREAS, Article XI, Section 3 of the Declaration for the Association provides that the Declaration may be amended by seventy-five percent (75%) or more of the Lot Owners; and

WHEREAS, the Owners desire to amend the Declaration to require a twelve (12) month residency requirement prior to an Owner renting, leasing or licensing his Townhome Lot;

NOW THEREFORE, the undersigned does hereby declare that the Declaration for the Association shall be amended as follows:

1. To add a new Article IX, Section 8 of the Declaration as follows:

“Section 5. Leases, Rentals and Licenses of Townhomes. Prior to leasing, renting or licensing any portion of a Townhome Lot, an Owner must apply to the Board for approval. If granted, every lease for any Townhome or other portion of the Properties shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and other Governing Documents, and that each lessee shall comply with the terms of such documents. Provided, however, the Declaration and other Governing Documents apply to all such leases, whether or not so stated therein. Under no circumstance may a Townhome be leased, rented or licensed by an Owner who has not regularly occupied the Townhome as the Owner’s primary residence for at least one (1) year. After an Owner occupies a Townhome 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 Townhome. Enforcement of this restriction, as with other restrictions, may be by an action in law or in equity, as well as, fines pursuant to N.C.G.S. §47F-3-107.1.”

2. This amendment shall be effective once recorded with the Wake County Register of Deeds. Article IX, Section 8 shall apply to all Townhome Lots purchased on or after the recording of this amendment.

3. Except as amended hereinabove, the remaining portions of the Declaration as originally existed are hereby restated and re-acknowledged.

WHEREFORE, the President and Secretary of the Association have hereunto affixed the corporate certification for the purpose of enacting the foregoing amendment.

[Signature pages follow]

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDSONG

By authority of its Board of Directors, the undersigned hereby certify that the foregoing instrument has been consented to by seventy-five percent (75%) or more of the Lot Owners and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Windsong pursuant to the requirements of Article XI, Section 3 of the Declaration.

WINDSONG HOMEOWNERS ASSOCIATION,
INC.

By: _____

Declarant

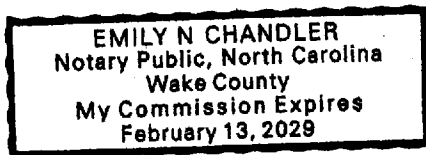
STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Emily Chandler, a Notary Public of the County and State aforesaid, certify that Mercedes Anger, personally came before me this day and acknowledged that he/she is the Declarant of Windsong 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 his/her name as Declarant.

Witness my hand and official stamp or seal, this 14th day of July, 2025.



Emily N Chandler
Notary Public Signature
My commission expires: 2-13-2029