

Prepared by: David R. Godfrey, Attorney at Law (Without title examination)  
Mail to: Preston Point HOA, c/o Grandchester Meadows Inc.,  
1613 Padstone Drive, Apex, NC 27502

NORTH CAROLINA  
WAKE COUNTY

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS  
PRESTON POINT

THIS AMENDMENT TO PROTECTIVE COVENANTS, made this 9 day of Aug, 2024, by PRESTON POINT HOMEOWNERS ASSOCIATION INC., a North Carolina non-profit corporation;

WITNESSETH:

WHEREAS, a Declaration of Declaration, Conditions, and Restrictions for Preston Point (hereinafter "the Declaration") was recorded in Book 3935 page 880 Wake County Registry, and a first amendment to same was recorded in Book 4163 page 272 Wake County Registry, for Preston Point Subdivision; and

WHEREAS, the members of the Preston Point Homeowners Association Inc. have voted to again amend the Declaration;

NOW, THEREFORE, in consideration of the mutual benefit to the members of the association, the Declaration is again amended as follows:

1. Article VIII, Section 1 of the Declaration is amended to read as follows:

Section 1. Residential Purposes Only. Each lot shall be used exclusively for single-family, non-transient residential purposes, and garages, carports, and parking spaces shall be used exclusively for the parking of passenger automobiles therein or thereon. No planes, trailers, boats, campers, abandoned cars, or trucks shall be parked or housed in garages, carports, and parking spaces except as otherwise provided in Section 11 of this Article. No trade or

business of any kind shall be conducted upon a Lot or any part thereof. No structure shall be erected, placed, altered, used or permitted to remain on any Lot other than one detached single-family private dwelling and one private garage for no more than four (4) automobiles. Each residence constructed upon a Lot shall include an attached or detached garage for at least one (1) automobile. No Lot and no Improvements may be used for hotel or other transient residential purposes. Each lease relating to any Lot or any Improvements thereon (or any part of either thereof) must be in writing and for a term of at least twelve (12) months and must incorporate the requirements of this Declaration, as it exists and as it may thereafter be amended, Bylaws and Rules and Regulations of the Association, and shall require any lessee to abide by all of the obligations set forth in those documents as a condition of the lease agreement. No Lot may be leased for less than the entire Lot.

2. Article VIII of the Declaration is amended by adding a new Section 1A to read as follows:

Section 1A. General Lease Requirements. A copy of any lease agreement shall be submitted to the Association within thirty (30) days of the date of signing such agreement or the date the lessee first takes up occupancy, whichever occurs first. The Association may request in writing that an Owner confirm in writing to it whether the Lot is subject to a lease and to provide a copy of a lease and any Owner is required to respond to the Association within thirty (30) days of the Association's request and to provide a copy of the lease to the Association.

3. Article VIII of the Declaration is amended by adding a new Section 1B to read as follows:

Section 1B.

(a) Owner Occupancy Requirement. No lot may be leased unless it has been Owner occupied for at least twenty-four (24) consecutive months. This two year period begins on the date the Owner's deed is recorded.

(b) Certain Owners Grandfathered From Owner Occupancy Requirement. The two year Owner occupancy requirement is not applicable to a Lot Owner whose deed was recorded prior to the date the amendment to the Declaration to add this requirement is recorded.

(c) Documentation of Owner Occupancy. The Board of Directors may submit a written request of any Lot Owner requiring proof of Owner occupancy. A Lot owner shall respond to such a request in writing within thirty (30) days of the written request. The Board of Directors determines whether or not the two year occupancy requirement has been met.

(d) Definitions. For purposes of this Section the following definitions shall apply: (i) "Owner occupied" shall mean occupancy of a Lot by the Owner of record of such Lot or any parent or child of the Owner of record; (ii) the terms "lease" or "leased" shall refer to the regular, exclusive occupancy of a Lot by any person

other than the Owner, whether such person is paying rent to the Owner (except that occupancy by a roommate of an Owner when the Owner also occupies the dwelling as the Owner's primary residence, or occupancy by an immediate family member of the Owner whether or not the Owner occupies the dwelling, shall not be deemed a leasing situation); and (iii) the term "immediate family member" refers to a spouse or domestic partner of the Owner, or a child or parent of the Owner or of the Owner's spouse or domestic partner.

4. Except as specifically amended above and in the first amendment, the Declaration are ratified and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this document is executed by the incorporated association's president. The secretary of the incorporated association executes this document to confirm that the notice, quorum, and voting requirements of the Declaration, corporate bylaws, and the North Carolina Planned Community Act were followed, and that not less than seventy-five percent (75%) of the members' votes entitled to be cast voted to approve this amendment.

Preston Point Homeowners Association Inc.

By: Michelle E Cree  
Michelle Cree, President

By: Susan Spring  
Susan Spring, Secretary

NORTH CAROLINA  
WAKE COUNTY

I, the undersigned Notary Public certify that Michelle Cree and Susan Spring, President and Secretary respectively of Preston Point Homeowners Association Inc., personally appeared before me this day and acknowledged the execution of the foregoing document as the duly authorized act of the corporation.

WITNESS my hand and notarial seal this the 9 day of Aug, 2024.

(seal)

[Signature]  
Notary Public

My Commission Expires:  
9-4-26

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