

**RETURN AFTER RECORDING TO:**

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**STATE OF NORTH CAROLINA****WAKE COUNTY****AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR HERITAGE  
SPRING SUBDIVISION**

This Amendment is made, as of the date shown below, to the Declaration of Covenants, Conditions and Restrictions for Heritage Spring Subdivision (hereinafter the "Declaration"), filed on September 27, 2006 in Deed Book 12187 at Page 1392 of the Wake County Registry. Under Article XII, Section 2 of the Declaration, the Declaration may be amended by an instrument signed by the Owners of not less than seventy-five (75%) of the Lots subject to the Declaration. The following amendment was properly submitted to the membership of the Association and has been approved by the Owners to which at least seventy-five percent (75%) of the votes of the Association are allocated. This Amendment shall be effective upon recording the same in the Office of the Register of Deeds for Wake County, North Carolina.

Whereas, the following amendments are declared and made, and shall run with the land:

A new Section 25 to be created in Article VIII:

Section 25 Leasing. No Lot within the planned community shall be leased except on the following terms:

- (a) For purposes of this Section, "Leasing" shall be defined as allowing occupants to reside on any portion of a Lot for any consideration. Leasing shall also include leasing with an option to purchase or contracts for deed whereby the current occupant is not the Owner of the property. In addition, leasing shall include permitting any portion of a Lot to be occupied solely by non-Owners or permitting any portion of the Lot to be occupied solely by persons that are not principals in the case of ownership by a legal entity. Owners' failure to comply with the requirements of this section shall in no event constitute a waiver of this requirement by the Association if the maximum number of Lots rented is exceeded.
- (b) Owners shall provide one copy of all Association governing documents to the tenants under each lease and shall provide written confirmation of compliance of this requirement to the Association within thirty (30) days of lease initiation.
- (c) Leases shall be for a minimum term of twelve (12) months. No Owner may advertise any Lot for lease for any period of less than twelve (12) months. No lease shall be for less than the entire dwelling (no single room rentals).
- (d) Only a Lot designated by the Board of Directors of the Association as an "Eligible Rental Lot" is permitted to be leased. The Board of Directors shall not designate more than seven (7) Lots in the Association as Eligible Rental Lots at any one time. This shall be the maximum number of Eligible Rental Lots.
- (e) To be considered for any available designation as an Eligible Rental Lot, the title owner shall comply with the following application process:
  - a. Prior to leasing the property the owner shall seek confirmation from the Association that there are designations available for an Eligible Rental Lot by submitting an application to the Association which may require:
    - i. The address of the subject property being considered for leasing;
    - ii. The name, address, and contact information for all title owners of the subject property;
    - iii. An unsigned copy of lease the owner agrees to use which includes a provision that the tenant acknowledges receiving a copy of the governing documents of the Association and that violation of any of the governing documents of the Association is grounds for termination of the lease and

eviction from the subject property subject to the notice, opportunity for hearing, and appeal provided above; and

- iv. That there be no violation of the governing documents related to the subject property at the time of the application, including payment of assessments.
- (f) In the event there are the maximum number of Eligible Rental Lots in the Association the Association shall deny any application for an Eligible Rental Lot. In the event there are less than the maximum number of Eligible Rental Lots the Association shall designate the requesting Lot as an Eligible Rental Lot so long as the Owner and Lot comply with all other requirements herein. Upon executing a lease for an approved Eligible Rental Lot the Owner shall provide a copy of the same to the Association within thirty (30) days.
- (g) To maintain the designation as an Eligible Rental Lot the owner shall submit to the Association no later than February 1 of each calendar year verification that the property is currently leased, and if not already submitted to the Association pursuant to the provisions above, shall submit:
- a. A copy of the most current lease agreement showing the current tenants; and
  - b. Current contact information for all title owners.
- Failing to submit the annual information pursuant to this Paragraph shall result in the automatic termination of the lot's Eligible Rental Lot designation as of March 1 of the year of the failure to submit.
- (h) In the event the Eligible Rental Lot is not actively leased for a period of ninety (90) days the designation as an Eligible Rental Lot shall terminate. In the event the vacancy is outside the control of the Owner due to casualty or other substantially similar reason this ninety (90) day time period may be tolled in the sole discretion of the board of directors.
- (i) Hardship Exception – The board of directors may grant a Hardship Exception in its sole discretion so long as:
- a. The hardship must be in good faith and cannot be self-imposed, such as (1) sudden death of the Owner; (2) terminal illness of the Owner; or (3) relocation due to employment or military service.
  - b. The title owner has resided on the lot for more than six (6) of the last twelve (12) months;

- c. The owner complies with all other requirements of Eligible Rental Lots; and
  - d. This exception shall be for no longer than twelve (12) months with no extensions or renewals.
- (j) The Association Board of Directors shall be entitled to adopt additional reasonable policies and procedures to assist in the administration of this Section.

A new Section 26 to be created in Article VIII of the Declaration:

Section 26. Sex Offender Prohibition. No person listed as a registered sex offender, or who is required to register as a sex offender, within the state of North Carolina may be a member of the Association, own title to property within the Association, or reside on or occupy a Lot within the Association. Moreover, no person adjudicated as a sexual predator may own title to property within the Association, occupy, or reside on a Lot within the Association.

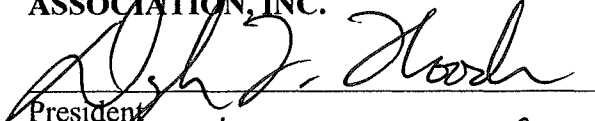
The clear intent of this strict prohibition is to prevent registered sex offenders, persons who are required to be registered sex offenders, and sexual predators from owning, leasing, occupying, or residing on any Lot within the Association.

Except as amended, the Declaration shall remain in full force and effect.

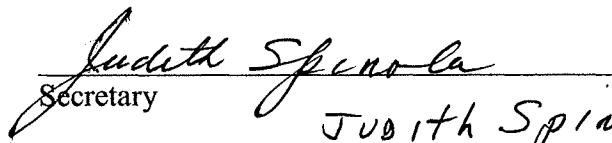
IN WITNESS WHEREOF, the Board of Directors of Heritage Spring Homeowners Association, Inc., by and with the consent of its members, whose signatures approving this Amendment shall be retained in the books and records of the Association, has caused this Amendment to be executed as of the date shown below.

This the 13 day of March, 2021.

**HERITAGE SPRING HOMEOWNERS  
ASSOCIATION, INC.**

  
\_\_\_\_\_  
President  
Douglas F. Woods

Attestation:

  
\_\_\_\_\_  
Secretary  
Judith Spinoia

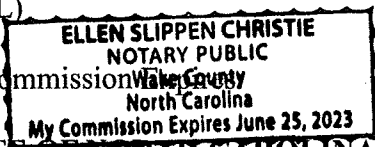
STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Ellen S. Christie (printed name of Notary), a Notary Public for said County and State, certify that DOUGLAS F WOODS (name) personally came before me this date and acknowledged that s/he is the President of Heritage Spring Homeowners Association, Inc., and as its President, has executed this Amendment to Declaration with full authority to do so.

Witnesseth my hand and official seal, this the 13 day of MARCH, 2021.

(SEAL)



My Commission Expires

Ellen S. Christie  
Notary Public Signature

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Ellen S. Christie (printed name of Notary), a Notary Public for said County and State, certify that JUDITH SPINOLA (name) personally came before me this date and acknowledged that s/he is the Secretary of Heritage Spring Homeowners Association, Inc., and as its Secretary, has executed this Amendment to Declaration with full authority to do so.

Witnesseth my hand and official seal, this the 13 day of MARCH, 2021.

(SEAL)



Ellen S. Christie  
Notary Public Signature  
My Commission Expires: