

Prepared by/Return to: Sellers, Ayers, Dortch & Lyons, P.A. (SCS)
301 S. McDowell Street, Suite 410
Charlotte, NC 28204

**CERTIFICATION OF AMENDMENT TO
SUNALEI PRESERVE DECLARATION OF RESTRICTIONS**

(“Amendment”)

This Amendment is made pursuant to N.C.G.S. § 47F-2-117 and amends the SUNALEI PRESERVE DECLARATION OF RESTRICTIONS, originally recorded November 3, 2004 in Book BR1022 at Page 780 of the Watauga County, North Carolina public registry and in the Johnson County, Tennessee Public Registry in Miscellaneous Book 30 at Page 29 (as amended and supplemented from time to time, “the Declaration”). This Amendment is effective upon recordation.

Statement of Purpose

Pursuant to N.C.G.S. § 47F-2-117, the Declaration may be amended by affirmative vote or written agreement signed by the Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated. Accordingly, the undersigned President and Secretary of Sunalei Preserve Property Owners’ Association, Inc. (“Association”) certify that written agreements to amend the Declaration as provided hereinbelow were executed and returned to the Association, to be included in the Association’s permanent records and subject to inspection and copying as allowed by law.

NOW, THEREFORE, with the written agreement of the Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, the Declaration is hereby amended as follows:

- (1) Article I (“Definitions”) is amended to add the following as a new Section 28, immediately following existing Section 27:**

Section 28. As used herein, the phrase “single-family residential purposes” shall mean only residential use and occupancy of a Lot, Townhome or Unit by a single person or group of individuals all of whom are related by blood, marriage or adoption or who otherwise live together as part of a relatively permanent, stable and integrated household family unit.

- (2) **Article II (“Use Restrictions”) is amended to add the following as a new Section 17 (“Leasing of Property in the Development”) immediately following existing Section 16 (“Divided Ownership”):**

Section 17. Leasing of Property in the Development.

(a) For the purpose of this Article II, Section 17, the term “Lot” as defined in Article I, Section 16 shall be construed broadly to include (i) any and all Lot(s), Homestead Lot(s), Camp Lot(s), Townhome/Cottage Lot(s), and Unit(s), and (ii) any improvements situated thereon, including, without limitation, any dwelling, accessory building or structure constructed on any Lot, and any portion of any such improvements. For the avoidance of doubt, no property within the Development is excluded from or exempt from this Section of the Declaration.

(b) For the purpose of this Article II, Section 17, the term “Owner” as defined in Article I, Section 21 shall be construed broadly to include in addition to the record owner of a Lot, any other individual or entity acting as agent for the record owner or otherwise acting on the record owner’s behalf or at the record owner’s direction.

(c) No Lot shall be leased or rented except in strict compliance with the Governing Documents, including, without limitation, this Section 17. For purposes of the Governing Documents, a Lot shall be deemed “rented” or “leased” if any occupant pays or provides money or other consideration of any type in exchange for permission to occupy all or any part of a Lot, for any period of time, regardless of whether the arrangement is characterized as a “lease,” “rental,” “license,” or any other legal relationship between Owner and occupant. The terms “rent” and “lease” as used herein shall be construed as synonymous in all respects.

(d) No Owner shall lease or rent less than their entire Lot, it being the express intent of this restriction to prohibit the leasing of any structure(s), room(s) or suite(s) separately from the entire Lot as a whole. No Lot shall be leased, used or occupied for any purpose other than single-family residential purposes.

(e) There shall be no assignment of leases or sub-leasing of Lots. Subleases and assignment of leases are strictly prohibited.

(f) Every lease shall be in writing and shall provide that it is in all respects subject to the provisions of the Governing Documents, and any failure by the lessee to comply with such provisions shall be an immediate default under the lease, provided, however, that the failure of any lease to so provide shall not excuse any person from complying with the Governing Documents. Any Owner who leases a Lot shall provide a copy of the Governing Documents to the lessee and all permitted occupants under the

lease. Notwithstanding anything else to the contrary, the Lot Owner is ultimately responsible for any violation(s) of the Governing Documents which are committed or caused by a lessee, occupant, guest or invitee of the Lot.

(g) No Lot shall be leased for a period of less than three (3) months (the "Minimum Lease Term") and it shall be a violation of this Section 17 for any new or subsequent lease to commence with respect to any Lot less than three (3) months after the commencement of any prior lease of such Lot. In addition, it shall be a violation for any Owner to list, advertise or offer a Lot for a period less than the Minimum Lease Term and any listing, advertisement or offer to lease shall affirmatively state that the Lot is listed, advertised or offered for lease only for a period of three (3) months or longer. If any Owner lists, advertises or offers a Lot for lease in violation of this Section 17, subsection (g), each separate listing, advertisement or offer shall constitute a separate violation for each day that such violation occurs or continues.

(h) Any Owner who leases a Lot shall provide the Association or its authorized managing agent with a true and accurate copy of the fully-executed lease agreement no later than seven (7) days prior to the commencement date of the lease (*i.e.*, the first day of the initial lease term described in the lease). The lease shall: (i) state the full name of the lessee and each permitted occupant, (ii) include and identify the contact information and current cellphone number for the lessee and each permitted occupant, and (iii) identify each vehicle operated by the lessee and each permitted occupant by make, model, and license plate number.

Accordingly, the undersigned, as President and Secretary of the Association, hereby certify that (i) approval of this Amendment was properly obtained and that this Amendment to the Declaration has been duly adopted to be effective upon the recordation thereof, and (ii) that they execute this Amendment on behalf of the Association as "Developer" pursuant to that certain ASSIGNMENT OF DECLARANT AND DEVELOPMENT RIGHTS executed by Brightwater Investment Group, LLC on MARCH 9, 2022 and recorded in Book 2260 at Page 723 of the Watauga County, North Carolina public registry and in Miscellaneous Book 51 at Page 332 of the Johnson County, Tennessee public registry.

*****SIGNATURES AND NOTARY ACKNOWLEDGEMENTS TO FOLLOW*****

SUNALEI PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.

By: Joseph Liberatore
Director and President

By: Rodney Vance
Director and Secretary

STATE OF _____
COUNTY OF _____

I, _____, a **NOTARY PUBLIC** of the aforesaid County and State, do hereby certify that **Joseph Liberatore** personally appeared before me this day and acknowledged that he is the **PRESIDENT** of **SUNALEI PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.**, a North Carolina nonprofit corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the _____ day of _____, 2022.

Notary Public

Print Name: _____
My commission expires: _____

NOTARY SEAL

STATE OF NC
COUNTY OF Wake

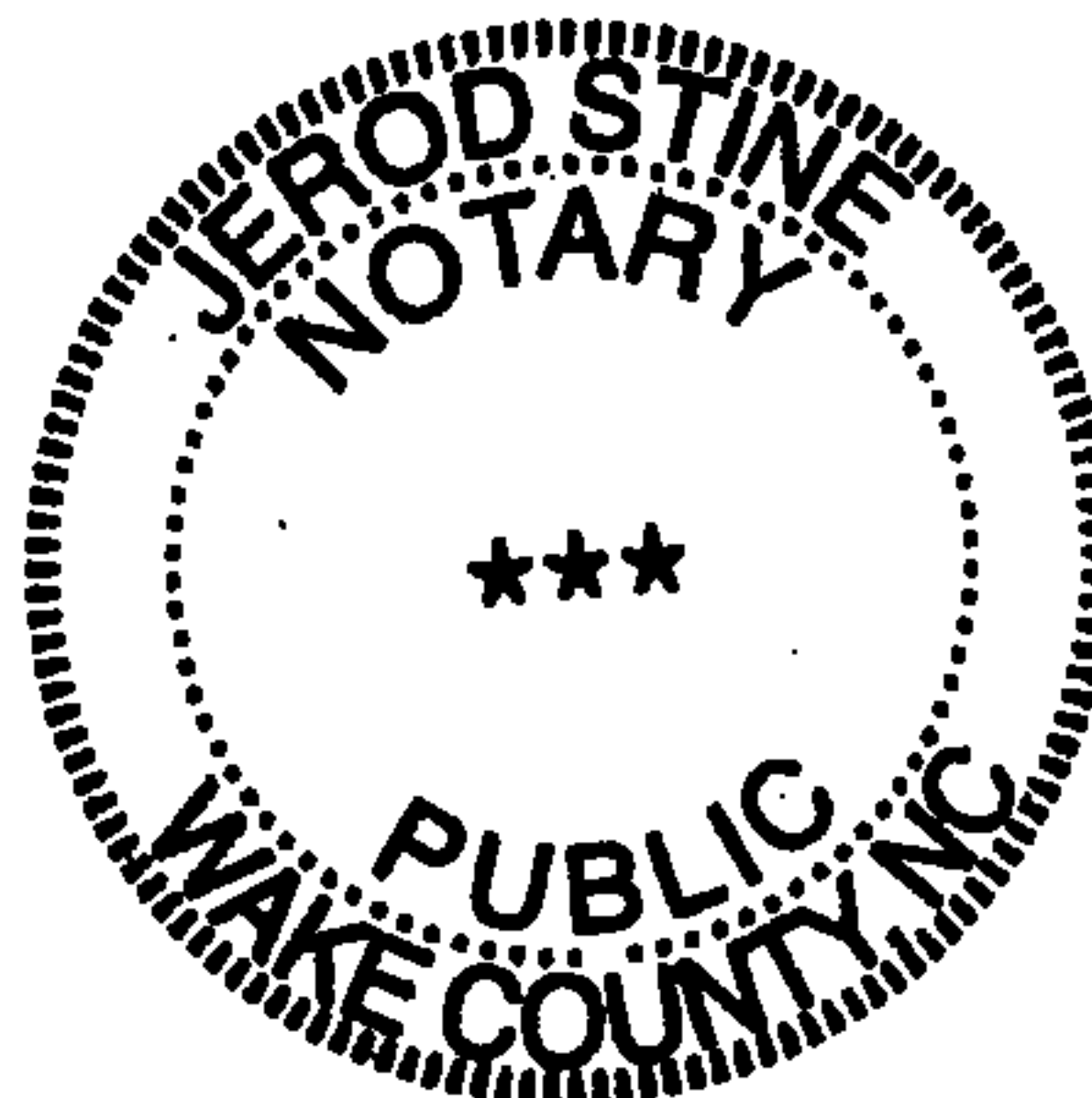
I, Jerod Stine, a **NOTARY PUBLIC** of the aforesaid County and State, do hereby certify that **Rodney Vance** personally appeared before me this day and acknowledged that he is the **SECRETARY** of **SUNALEI PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.**, a North Carolina nonprofit corporation, and that he, as Secretary, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 9th day of March, 2022.

Jerod Stine
Notary Public

Print Name: Jerod Stine
My commission expires: 10/28/2026

NOTARY SEAL



SUNALEI PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Joseph Liberatore
Director and President

By: _____
Rodney Vance
Director and Secretary

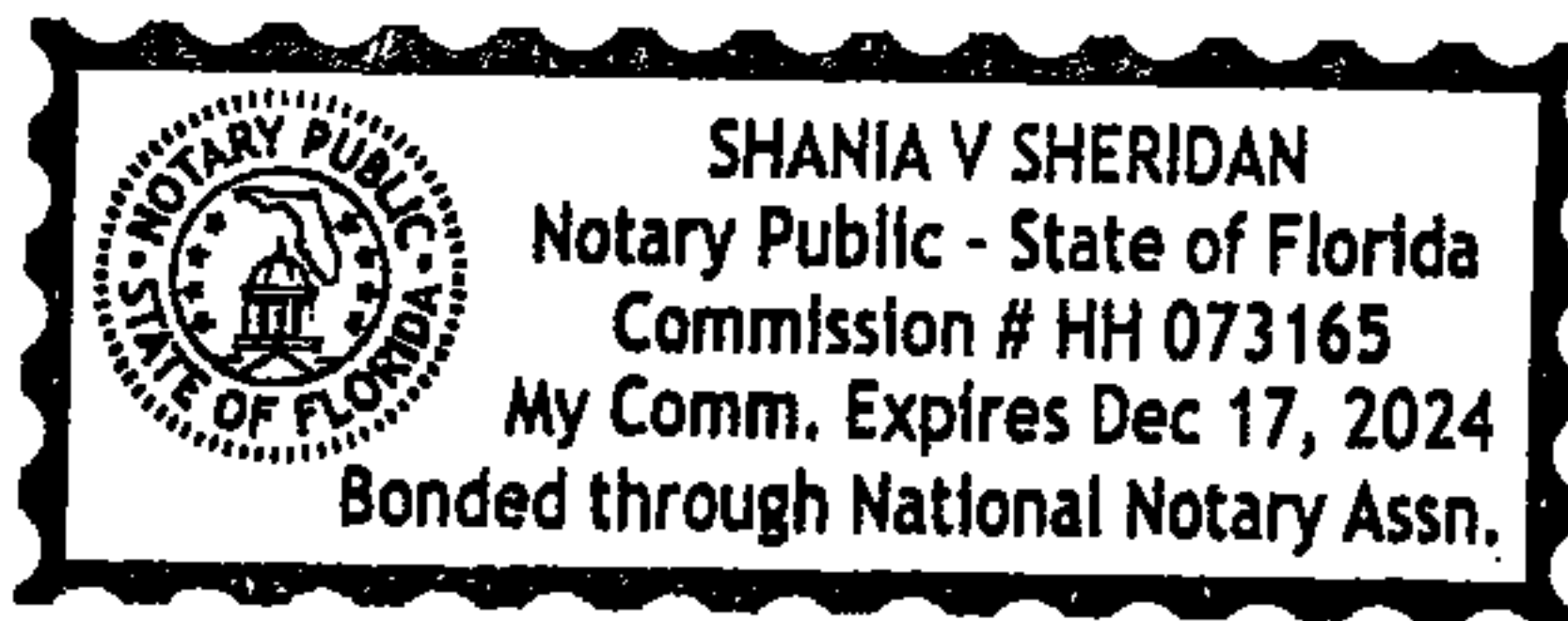
STATE OF Florida
COUNTY OF Sarasota

I, Shania V Sheridan, a NOTARY PUBLIC of the aforesaid County and State, do hereby certify that **Joseph Liberatore** personally appeared before me this day and acknowledged that he is the **PRESIDENT** of **SUNALEI PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.**, a North Carolina nonprofit corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 9th day of March, 2022.

[Signature]
Notary Public

Print Name: Shania V Sheridan
My commission expires: Dec-17-2024



NOTARY SEAL

STATE OF _____
COUNTY OF _____

I, _____, a NOTARY PUBLIC of the aforesaid County and State, do hereby certify that **Rodney Vance** personally appeared before me this day and acknowledged that he is the **SECRETARY** of **SUNALEI PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.**, a North Carolina nonprofit corporation, and that he, as Secretary, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the _____ day of _____, 2022.

Notary Public

Print Name: _____
My commission expires: _____

NOTARY SEAL