

ATT: Thurman, Wilson, Jewell & Gavin  
Cameron Brown Bldg, Ste 608  
301 S. McDowell St.  
Charlotte, N.C. 28204

FILED  
UNION COUNTY, NC  
**CRYSTAL CRUMP  
REGISTER OF DEEDS**

FILED Jan 25, 2016  
AT 09:04 am  
BOOK 06603  
START PAGE 0753  
END PAGE 0756  
INSTRUMENT # 01715  
EXCISE TAX (None)  
JT

FIRST AMENDMENT TO THE  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WINCREST



Section 28. Rental Restrictions. Effective upon the recordation hereof, all Lots shall be Owner occupied and no Lot shall, thereafter, be leased to a tenant or tenants, except that Owners of up to a maximum of ten percent (10%) of the Lots shall be permitted to enter into leases, provided, the Association shall maintain a listing of Owner Lots available for lease and Owners shall be permitted to lease their Lots in the order of priority set forth on such listing. The initial list shall include those Owners with Lots subject to a lease on the date of the recordation hereof. Provided further, leases shall be for an initial term of not less than one (1) year and prior to permitting occupancy by a tenant, each Owner entering into a lease of his/her Lot shall provide the Association with the name and address of the proposed tenant and a statement certifying 1) the lease is for an initial term of not less than one (1) year, and 2) that the Owner has obtained, with the consent of the tenant, a criminal background report on the tenant and/or tenants and that said report does not show any convictions for felonies within the previous ten (10) years or any offense that requires said tenant to register his/her name on any State's sex offender registry.

In the event that a lease expires or is terminated pursuant to North Carolina law and the Owner's property remains vacant for more than ninety (90) days, that Owner's Lot will be dropped from the rental listing and said Owner will be required to re-apply for rental status and be placed at the end of the list as it exists at the time of application. Finally, Owners that do not occupy their Lots must provide their contact information to the Association on an annual basis.

### **SECOND AMENDMENT**

Article VII shall be amended by adding the following Section 29 that reads as follows:

Section 29. Registered Sex Offenders. Effective as of the date of the recordation hereof, no new Owner or tenant of any Owner that has been convicted of any offense which requires him/her to register themselves as a sex offender under any State's laws applicable thereto will be allowed to reside within the Wincrest Subdivision. Nothing contained in the foregoing shall prohibit any such Owner from owning or purchasing a Lot within the Wincrest Subdivision.

### **THIRD AMENDMENT**

Article VII, Section 23, shall be amended and restated in its entirety, with language added to the end of Section 23 as follows:

"No Owner or tenant of any Owner shall leave a motor vehicle parked on the street, in front of any Lot or Common Area, overnight."

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

[Insert Signature pages]

The undersigned President of Wincrest Homeowners Association, Inc. hereby confirms with her signature that this Amendment was approved by the required number of owners.

WINCREST HOMEOWNERS ASSOCIATION, INC.

By: Robyn A. Fossdal

Print Name: Robyn A. Fossdal

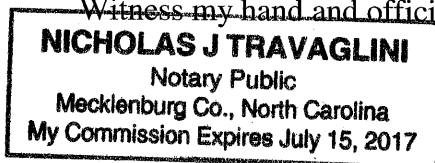
Its: President;

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

This the 16 day of December, 2015 personally came before me Robyn A. Fossdal who being by me duly sworn, says that she is the President of Wincrest Homeowner's Association, Inc., that the statements contained in the foregoing instrument are true, and she voluntarily acknowledged the due execution of the foregoing instrument on behalf of said corporation.

Witness my hand and official seal, this the 16 day of December, 2015.



(Seal)

[Signature]  
Notary Public

My Commission Expires: July 15, 2017