

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS &
RESTRICTIONS

COUNTY OF NEW HANOVER
POINT

FOR TOWNHOMES AT PRESERVATION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR TOWNHOMES AT PRESERVATION POINT (hereinafter, this "Amendment"), is made this, the 2nd day of Aug., 2023, by PRESERVATION POINT PARTNERS, LLC, a Tennessee limited liability company (the "Declarant") and Seventy West Builders, Inc. a North Carolina corporation (the "Builder").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions & Restrictions for Townhomes at Preservation Point, is recorded in Book 6609, at Page 2948 of the New Hanover County Registry (the "Declaration"); and

WHEREAS, Article X, Section 4 of the Declaration provides that the same may be amended by the Declarant only, without the approval of any other Lot Owner, as long as one Lot or any of the Common Area within the Property is owned by Builder or Declarant and duly recorded in the Office of the Register of Deeds of New Hanover County; and

WHEREAS, the undersigned Declarant and Builder mutually desire to effectuate this Amendment to the Declaration.

NOW, THEREFORE, the undersigned Declarant and Builder do hereby amend the Declaration as follows:

ARTICLE VI, entitled "Covenant for Maintenance Assessments," Section 6.3, entitled "Base Assessments," subsection (c), shall be removed in its entirety and replaced with a new Section 6.3, to read as follows:

"(c) Owners shall not be assessed until a Certificate of Occupancy or similar document has been issued by the appropriate municipality and the Lot has been conveyed to the Owner. The initial base assessment per year for each Lot shall be the sum of Two Thousand Seven Hundred Eighty-four and 00/100 Dollars (\$2,784.00) billed monthly at Two Hundred Thirty-two and 00/100 Dollars (\$232.00) per month, plus the assessments required by the Preservation Point POA, Inc. Subdivision Declarations, which shall also be paid to the Townhome Association and forwarded to Preservation Point POA, Inc. by the Townhome Association on behalf of the Owners."

ARTICLE VII, entitled "Insurance," Section 7.7, entitled "Insurance on Townhomes," shall be removed in its entirety and replaced with a new Section 7.7, to read as follows:

"The Townhome Association shall obtain and thereafter maintain, as a common expense, a master insurance policy providing casualty insurance for all Townhomes, as originally constructed, exclusive of any betterments or improvements made following conveyance from the Builder and any personal property of the Owner or occupants. Each Townhome Owner shall obtain and maintain, at each Owner's individual expense, an HO6

insurance policy, inclusive of wind and hail coverage, providing insurance coverage for their Townhome, its contents, loss of use, and any other coverage that may be obtainable and desired by Owner, to the extent and in the amounts such Owner deems necessary to protect his or her own interests, and providing that it is without contribution as against the insurance purchased by the Townhome Association. An Owner shall provide to the Board, upon request, evidence of such insurance required under this Section.”

Except as specifically amended herein, the Declaration for Townhomes at Preservation Point, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Builder, have caused this Amendment to the Declaration to be executed the day and year first above written.

PRESERVATION POINT PARTNERS, LLC,
a North Carolina limited liability company

By: SR

Title: Manager

STATE OF NORTH CAROLINA TN
KNOX COUNTY

I, a Notary Public of the County and State aforesaid, certify that Scott Rye personally came before me this day and acknowledged that he is the manager of PRESERVATION POINT PARTNERS, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by a Managing Member.

Witness my hand and official stamp or seal, this 14 day of August, 2023.

Jessica Davenport
Notary Public

My commission expires: 02/28/27



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[SIGNATURES & NOTARY ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE]

SEVENTY WEST BUILDERS, INC.,
a North Carolina corporation

By: Craig Smith

Title: President

STATE OF NORTH CAROLINA
New Hanover COUNTY

I, a Notary Public of the County and State aforesaid, certify that Craig J. Smith personally came before me this day and acknowledged that he is the President of SEVENTY WEST BUILDERS, INC., a North Carolina Corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name him as its president.

Witness my hand and official stamp or seal, this 2nd day of August, 2023.

Shadavia R Mcknight
Notary Public

My commission expires: 11/15/26

SHADAVIA R MCKNIGHT
NOTARY PUBLIC
New Hanover County
North Carolina
My Commission Expires 11/15/2026