

Prepared by and return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

COUNTY OF WAKE

EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF
BANKS POINTE SUBDIVISION

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BANKS POINTE SUBDIVISION, (hereinafter, "Eighth Amendment"), is made this 10th day of December, 2025 by the Members of BANKS POINTE OWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation (also, hereinafter, the "Association"), Owners of Lots in Banks Pointe Subdivision.

WITNESSETH:

WHEREAS, R. Kirk Leone Builder, Inc., a North Carolina corporation, which changed its name to R. Kirk Leone Developer, Inc., effective 4 January 2005, Declarant ("Declarant"), heretofore caused the "Declaration of Covenants, Conditions and Restrictions of Banks Pointe Subdivision" to be recorded on 29 April 2004 in the office of the Register of Deeds of Wake County, North Carolina, in Book 10792, Page 1582, Wake County Registry, which Declarant caused to be rerecorded on 24 May 2004 in the office of the Register of Deeds of Wake County, North Carolina, in Book 10834, Page 1259, Wake County Registry, for the purpose stated therein (also, hereinafter, the "Declaration"); and

WHEREAS, on 13 May 2004, Declarant caused to be recorded a "First Amendment to Declaration of Covenants, Conditions and Restrictions of Banks Pointe Subdivision" in the office of the Register of Deeds of Wake County, North Carolina, in Book 10819, Page 47, Wake County Registry; and

WHEREAS, on 6 June 2005, Declarant caused to be recorded a "Supplemental Declaration of Covenants, Conditions and Restrictions of Banks Pointe Subdivision" in the

office of the Register of Deeds of Wake County, North Carolina, in Book 11398, Page 2594, Wake County Registry; and

WHEREAS, on 1 August 2005, Declarant caused to be recorded a "Second Amendment to Declaration of Covenants, Conditions and Restrictions of Banks Pointe Subdivision" in the office of the Register of Deeds of Wake County, North Carolina, in Book 11502, Page 1201, Wake County Registry; and

WHEREAS, on 22 November 2006, Declarant caused to be recorded a "Third Amendment to Declaration of Covenants, Conditions and Restrictions of Banks Pointe Subdivision" in the office of the Register of Deeds of Wake County, North Carolina, in Book 12277, Page 2272, Wake County Registry; and

WHEREAS, on 23 May 2012, the Class A Members of the Association, Owners of Lots in Banks Pointe Subdivision, caused to be recorded a "Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Banks Pointe Subdivision" in the office of the Register of Deeds of Wake County, North Carolina, in Book 14775, Page 1138, Wake County Registry; and

WHEREAS, on 22 July 2014, the Class A Members of the Association, Owners of Lots in Banks Pointe Subdivision, caused to be recorded a "Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Banks Pointe Subdivision" in the office of the Register of Deeds of Wake County, North Carolina, in Book 15728, Page 506, Wake County Registry; and

WHEREAS, on 3 March 2015, the Class A Members of the Association, Owners of Lots in Banks Pointe Subdivision, caused to be recorded a "Sixth Amendment to Declaration of Covenants, Conditions and Restrictions of Banks Pointe Subdivision" in the office of the Register of Deeds of Wake County, North Carolina, in Book 15936, Page 762, Wake County Registry; and

WHEREAS, on 24 July 2018, the Association caused to be recorded a "Second Supplemental Declaration of Covenants, Conditions and Restrictions of Banks Pointe Subdivision" in the office of the Register of Deeds of Wake County, North Carolina, in Book 17192, Page 2526, Wake County Registry; and

WHEREAS, on 16 October 2019, the Class A members of the Association, Owners of Lots in Banks Pointe Subdivision, case to be recorded a "Seventh Amendment to Declaration of Covenants, Conditions and Restrictions of Bank Pointe Subdivision" in the office of the Register of Deeds of Wake County, North Carolina, in Book 17615, Page 166, Wake County Registry; and

WHEREAS, at least two-thirds (2/3) of the Class A Members of the Association, Owners of Lots in Banks Pointe Subdivision, desire to further amend the Declaration; and

WHEREAS, Article X, Section 4, of the Declaration provides that the Declaration may be amended by two-thirds (2/3) of each class of members; and

WHEREAS, Class B membership having ceased and terminated not later than 31 December 2008, the Association has only Class A Membership; and

WHEREAS, on 16 October 2019, the Class A Members of the Association, Owners of Lots in Banks Pointe Subdivision, caused to be recorded a "Seventh Amendment to Declaration of Covenants, Conditions and Restrictions of Banks Pointe Subdivision" in the office of the Register of Deeds of Wake County, North Carolina, in Book 17615, Page 166, Wake County Registry; and

WHEREAS, this Eighth Amendment has been duly approved by the assent of more than two-thirds (2/3) of Class A Members of the Association, Owners of Lots in Banks Pointe Subdivision, as required by Article X, Section 4 of the Declaration;

NOW THEREFORE, the undersigned does hereby declare that the Declaration for the Banks Pointe Subdivision shall be amended as follows:

1. **RECITALS.** The foregoing Recitals shall constitute an integral part of this Eighth Amendment, and this Eighth Amendment shall be construed in light thereof.

2. To Amend Article VIII of the Declaration by adding the following new section:

"Section 4. Holiday Decorations. All holiday decorations (yard, home, or roof-mounted) must be removed within thirty (30) days after the holiday they reference."

3. To Amend Article IX, Section 6 of the Declaration by deleting this section in its entirety and inserting in lieu thereof the following:

"Section 6. Automobiles. No automobile or motor vehicle may be dismantled on said property. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on said property over ten (10) days. No junk cars shall be placed or allowed to remain on the property. No vehicle of any kind may be parked on the lawn or grass of a Lot. There shall be no routine or extended parking on grass or yard areas, especially along roadways. Notwithstanding the foregoing, parking on grass along roadways shall be permitted for a period not to exceed forty-eight (48) hours. Any parking on grass exceeding this period must receive prior approval from the Board."

4. To Amend Article IX, Section 14 of the Declaration by deleting this section in its entirety and inserting in lieu thereof the following:

"Section 14. Fences and Walls. Except as set forth herein, no fence or wall shall be constructed, placed or allowed to remain on any lot until the Owner thereof has obtained written approval for such fence or wall by the Architectural Committee. All fences or walls on

lots shall be professionally installed and maintained at all times in a structurally sound and attractive manner and in good state of repair.

Notwithstanding the foregoing, privacy fences may be approved by the Architectural Committee on a case-by-case basis when located along property lines that border land outside of the Banks Pointe neighborhood. Such fences shall meet the following conditions:

- **Materials:** Fences must be constructed of gray or brown vinyl or composite materials. Wood fences are not permitted due to long-term maintenance concerns.
- **Height:** Privacy fences approved under this Section may be constructed to a maximum height of six feet (6'), notwithstanding any other height restrictions contained in these Covenants.
- **Location:** Fences must still comply with all location restrictions contained in these Covenants and any applicable local ordinances. For clarity, such fences may only be constructed along the rear or side property line that directly borders non-HOA or non-Banks Pointe property (e.g., adjacent neighborhoods or non-residential parcels). This allowance does not extend to interior side property lines between any two Banks Pointe lots.”

5. To Amend Article IX of the Declaration by adding the following new section:

“Section 24. Rental Restrictions. Each Lot is hereby restricted to residential use by the Owner thereof, their immediate family, guests, tenants, and invitees and may be leased only in conformity with this provision. No Lot shall be used for transient hotel purposes, including, but not limited to, Air BnB-type rentals. No Living Unit may be leased if such lease is for less than the entire Living Unit. Any Lot must be “owner-occupied” for a period of at least one (1) year before it can be leased pursuant to this provision. “Owner occupied” shall have that same meaning as is then in effect with the regulations established by the Federal Housing Administration (FHA). Any Lease or Rental Agreement for Lot must be in writing and for a period of at least twelve (12) months. Any such Lease or Rental Agreement shall provide that the terms of the lease are subject to the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations (hereinafter the “Governing Documents”). The Board of the Association has the specific authority to adopt reasonable rules and regulations governing the rental of Lot, including but not limited to requiring Owners to provide a copy of the Lease Agreement, to require Owners to provide the names and ages of any Tenants; and to establish and implement a waiting list for those Owners seeking to lease their Lot. Any Owner leasing their Lot in violation of this Section, or the rules and regulations promulgated thereunder, may be subject to the imposition of fines, assessment of damages, or costs, including legal fees incurred by the Association in any enforcement action, and/or injunctive relief.

Prior to leasing, renting or licensing a Lot, an Owner must apply to the Board for approval. If granted, every lease for any Dwelling or other portion of the Properties shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and other

Governing Documents, and that each lessee shall comply with the terms of such documents. Provided, however, the Declaration and other Governing Documents apply to all such leases, whether or not so stated therein. Under no circumstance may a dwelling be leased, rented or licensed by an Owner who has not regularly occupied the Lot as the Owner's primary residence for at least one (1) year. After an Owner occupies a Dwelling for at least one (1) year as the Owner's primary residence, the Owner may apply to the Board for the Association to rent, lease or license the Dwelling.

No more than thirty percent (30%) of the total number of Lots within Banks Pointe shall be leased or rented at any given time."

6. Except as specifically amended hereinabove, the remaining provisions of the Declaration as previously amended are hereby acknowledged and reaffirmed in every respect.

WHEREFORE, the President and Secretary of the Association have hereunto affixed the corporate certification for the purpose of enacting the foregoing amendment.

CERTIFICATION OF VALIDITY OF EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BANKS POINTE SUBDIVISION

By authority of its Board of Directors, the undersigned hereby certify that the foregoing instrument has been duly approved by at least two-thirds (2/3) of the Class A Members of BANKS POINTE OWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation, and is, therefore, a valid Eighth Amendment to the existing Declaration of Covenants, Conditions and Restrictions of Banks Pointe Subdivision, as amended.

BANKS POINTE OWNERS' ASSOCIATION,
INC, a North Carolina Non- Profit Corporation

By: [Signature]
Richard Wolfe, President

ATTEST:

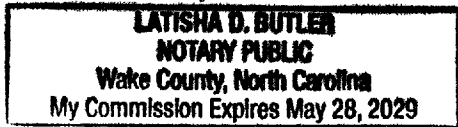
[Signature]
Pamela Hodgin, Secretary

STATE OF NORTH CAROLINA
COUNTY OF Wake

ACKNOWLEDGEMENT

I, Latisha D. Butler, a Notary Public of the County and State aforesaid, certify that Pamela Hodgin/Richard J. Wolfe personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of BANKS POINTE OWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 10th day of December, 2025.



[Signature]
Notary Public Signature

My commission expires: 5/28/2029

(seal)