

For Registration Register of Deeds

William Britton

Moore County, NC

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Instrument# 2023001359

Prepared by and Return to:

James E. McNeill

Clarke, Phifer, Vaughn, Brenner & McNeill, PLLC

135 Applecross Road

Pinehurst, North Carolina 28374

 Please index this instrument, in the grantee and grantor indices, under following names:

Cotswold of Pinehurst

Cotswold of Pinehurst Homeowners Association, Inc.

All individuals as set forth on Exhibit B attached hereto and incorporated herein

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, RESTRICTIONS, CHARGES, LIENS AND
RESERVATIONS OF COTSWOLD OF PINEHURST**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions, Easements, Restrictions, Charges, Liens and Reservations of Cotswold of Pinehurst (the "Amendment") is made as of the date on which this instrument is recorded in the Moore County Registry ("Effective Date") by the Cotswold of Pinehurst Homeowners Association, Inc. (the "Association") in order to amend the instrument originally recorded in Book 620, Page 453, Moore County Registry, as thereafter amended and restated pursuant to all instruments of record in the Moore County, North Carolina Register of Deeds (the "Declaration").

WITNESSETH:

Whereas, pursuant to Article 19 of the Declaration and North Carolina General Statute §47F, the Declaration may be amended as approved by the Members of the Association;

submitted electronically by "Clarke, Phifer, Vaughn, Brenner & McNeill, PLLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Moore County Register of Deeds.

Whereas, The Board of Directors of the Association submitted proposed amendments to the Declaration to all Members entitled to vote thereon by written ballot pursuant to NCGS 55A;

Whereas, pursuant to the Declaration and North Carolina General Statutes, the proposed amendments were approved by the required percentages of affirmative Member votes;

Whereas, the Association certifies i) the vote by written ballot pursuant to North Carolina General Statute 55A was duly and properly held and ii) the Association maintains in its possession the requisite number of written ballots in the affirmative vote, which thereby evidence the Members adoption of the amendments as hereafter set forth;

Whereas, the Association now executes this written Amendment and affidavit attached hereto as Exhibit A and records the same in the Moore County Registry to effectuate the Member adopted amendments to the Declaration.

Whereas, Capitalized terms used but not otherwise defined herein shall possess the meanings ascribed thereto in the Declaration unless otherwise specified.

NOW THEREFORE, the Association hereby records this Amendment as notice of the amendment of the Declaration as hereinafter set forth:

I.) First Amendment: Strike Section 3.1.1. and insert in lieu thereof the following:

3.1.1 Single Family Residence. The Lots and any building or Structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one single detached or attached dwelling with not fewer than one thousand nine hundred and fifty (1,950) total interior square feet per Residence Unit, not exceeding two stories and an attic (finished or unfinished) in height, a basement (finished or unfinished), a garage for not more than three cars (which may include guest or employee quarters) and appropriate outbuildings incident to the single family residential use of the premises. Each of the Lots and any permitted Residence Units constructed thereon shall be occupied only by the Owner (or Owners), his family, his servants and guests, or lessees, and shall be used only as a single family residence and for no other purpose. No Lot or Residence Unit may be divided or subdivided into a smaller unit nor any portions thereof may be combined to form larger parcels than originally platted.

No Owner may lease less than the entire Residence Unit. Any lease or rental agreement for a Residence Unit shall be in writing and for a period of at least Twelve (12) consecutive months.

Such leases shall provide that the terms of the lease are subject to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be in default under the terms of the lease. No Owner of any Residence Unit shall permit the use of their Residence Unit for transient hotel or commercial purposes. Corporate or Partnership members, other than the Declarant, shall permit the use of a Residence Unit owned by it only by its principal officers, directors or

partners, or other guests or lessees. Such corporate or partnership member shall annually sign and deliver to the Association a written statement designating the name of the party (or parties) entitled to use such Residence Unit, together with a written covenant of such party in favor of the Association whereby the party agrees to comply with the terms and provisions of this Declaration and with the rules and regulations which may be promulgated by the Association from time to time and acknowledging that the party's right to use shall exist only so long as the corporation or partnership shall continue to be a member of the Association. Upon demand by the Association to any corporate or partnership member to remove a party for failure to comply with the provisions of the Declaration and/or the rules and regulations of the Association or for any other reason, the Association, as agent of the Owner, may take such action as it may deem appropriate to accomplish such removal, and all such action by the Association shall be at the cost and expense of the Owner who shall reimburse the Association upon demand, together with such attorneys' fees as the Association may have incurred in the process of removal.

Commencing on January 1, 2023 and continuing in full force and effect thereafter, no Residential Unit lease shall commence until such time as the Association has provide written approval thereof to the Owner.

{End of Amendments; the remainder of this page is intentionally left blank}

IN WITNESS WHEREOF, the President of the Association has caused this Amendment to be executed on this the 31 day of JANUARY, 2023.

COTSWOLD OF PINEHURST HOMEOWNERS ASSOCIATION, INC.

Paul Spurgeon (SEAL)
By: Paul Spurgeon
Title: President

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I certify that the following persons personally appeared before me this day and _____ I have personal knowledge of the identity of the principal OR I have seen satisfactory evidence of principal's identity, by a current state of federal identification with principal's photo in the form of a NC DL OR _____ a credible witness has sworn to the identity of the principal, each acknowledging to me that she is the President of National Property Owners Association, Inc., a North Carolina Non-Profit Corporation and being authorized by the corporation, voluntarily signed the foregoing document for the purposes stated herein as President: Paul Spurgeon, President of the Cotswold of Pinehurst Homeowners Association, Inc.

Date: 1-31-2023

Beth Kelley
Notary Public



My Commission Expires: 11-23-2024

EXHIBIT A TO THE AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESTRICTIONS, CHARGES, LIENS AND
RESERVATIONS OF COTSWOLD OF PINEHURST

AFFIDAVIT BY THE COTSWOLD OF PINEHURST HOMEOWNERS
ASSOCIATION, INC. OFFICERS

The undersigned, being duly sworn, hereby depose and state as follows:

1. The undersigned, in the positions beside their printed name, are all of the currently serving Officers of the Cotswold of Pinehurst Homeowners Association, Inc. (the "Association")
2. Each of the undersigned have reached the age of majority, are under no disability, and are competent to testify in this matter.
3. Each of the undersigned offer this affidavit pursuant to the requirements under Article 19 of the Amended and Restated Declaration of Covenants, Conditions, Easements, Restrictions, Charges, Liens and Reservations of Cotswold of Pinehurst originally recorded in Book 620, Page 453, Moore County Registry, as thereafter amended and restated pursuant to all instruments of record in the Moore County, North Carolina Register of Deeds (the "Declaration") regarding the adoption of an amendment to Article 3.1.1 of the Declaration (the "Amendment").

CERTIFICATION OF DULY ADOPTED AMENDMENT

4. Pursuant to, and in accordance with, Article 19 of the Declaration and North Carolina General Statutes, the officers of the Association hereby certify the Amendment was duly adopted i) pursuant to a vote by written ballot in conformity with North Carolina General Statutes and ii) the Association maintains in its possession the requisite number of written ballots in the affirmative vote, which thereby evidences the Members' adoption of the Amendment.
5. Therefore, the undersigned provide this Affidavit to confirm the Amendment was duly adopted.

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Further Affiant Sayeth Naught.

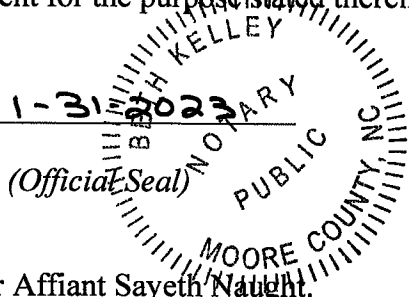
This the 31 day of JANUARY, 2023.

Paul Spurgeon
Paul Spurgeon, President

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, BETH KELLEY, certify that the following person(s) personally appeared before me this day, and _____ I have personal knowledge of the identity of the principal(s) OR X I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principle's photograph in the form of a NCDL OR _____ a credible witness has sworn to the identity of the principle(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Paul Spurgeon, President.

Date: 1-31-2023



[Signature]
Notary Public

My commission expires: 11-23-2024

Further Affiant Sayeth Naught.

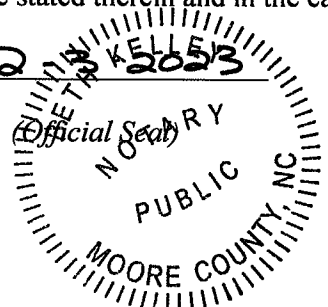
This the 3 day of FEBRUARY, 2023.

Patrick Corso
Patrick Corso, Vice President

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, BETH KELLEY, certify that the following person(s) personally appeared before me this day, and _____ I have personal knowledge of the identity of the principal(s) OR X I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principle's photograph in the form of a NCDL OR _____ a credible witness has sworn to the identity of the principle(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Patrick Corso, Vice President.

Date: 2-3-2023



[Signature]
Notary Public

My commission expires: 11-23-2024

Further Affiant Sayeth Naught.

This the 30 day of JANUARY, 2023.

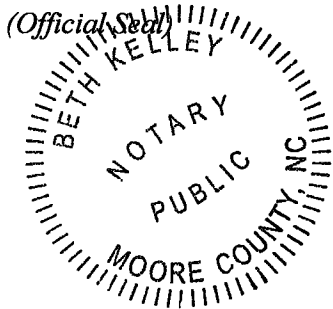
Sally Goshorn
Sally Goshorn, Secretary

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, BETH KELLEY, certify that the following person(s) personally appeared before me this day, and _____ I have personal knowledge of the identity of the principal(s) OR Y I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principle's photograph in the form of a NCDL OR _____ a credible witness has sworn to the identity of the principle(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sally Goshorn, Secretary.

Date: 1-30-2023

[Signature]
Notary Public



My commission expires: 11-23-2024

EXHIBIT B TO THE AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESTRICTIONS, CHARGES, LIENS AND
RESERVATIONS OF COTSWOLD OF PINEHURST

[Additional Indexing Information]

William B. Adams
Jon Arvik
Jan Arvik
Charles Authement
Diane Authement
Thomas Bolam
Glen Bunting
Nadine Bunting
Roy Cameron
Gail Cameron
Terry R. Canter
L. McNeill Chestnut
Sandra Chestnut
Christine Corcoran
Pat Corso
Judy Corso
Neliah A. Cottam
Robert DeGange
Kathleen DeGange
James Dougherty
Pamela Dougherty
Henry J. Fekkes
Rosemary Fekkes
Carolyn Fitzpatrick
Bill Goshorn
Sally Goshorn
Leigh Gulbransen
Richard Haefele
Marianne Haefele
Michael Halm
Cynthia Halm
Ferrell Ann Harper
Jean Harrington
Mark Harris
Marilyn Harris
Bertha Henry
Ron Hodges
Fay Hodges
Myuki Kallagis

William Kendrick
Donna Kirk
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Thomas Pinion
Bartley Reuter
Margaret Reuter
Mira Reynolds
Diane Robinson
Mary Ann Rowe-Tagliaferri
John Scanlon
Sere Scanlon
Jim Schonberger
Debi Schonberger
William Sheehan
Linda Sheehan
Anderson Sherrill
Cummins Sherrill
Roger Simmons
Maggie Simmons
Mike Skillman
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Kathleen Spurgeon
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Katharina Stephan
Gene Stokes
Eunice Stokes
Jacqueline Wade
Donald Wade
Scott Wanrow
Bethann Wanrow
Sarah Watts
Monty Westmeyer
Harumi Westmeyer
Lee White

Carol White
Margaret Williamson
Dewey Ziglar