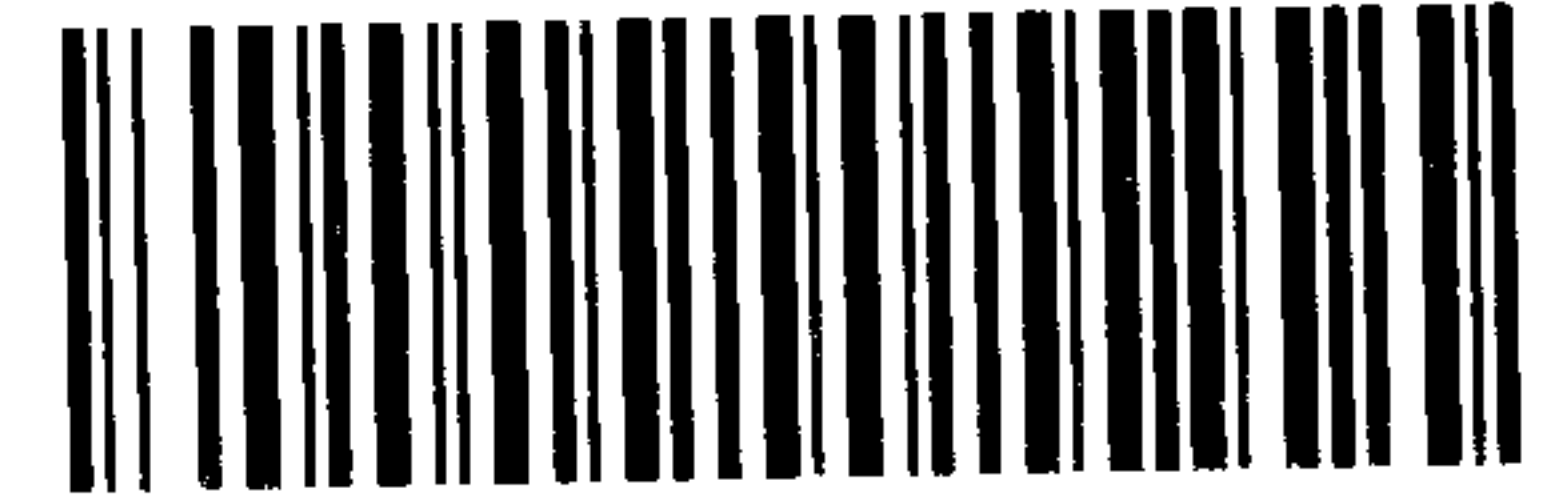


INSTRUMENT # 2024003226



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NORTH CAROLINA  
BEAUFORT COUNTY

AMENDMENT TO THE RESTRICTIVE COVENANTS  
WINDSONG PHASE III  
AMENDMENT #3

THIS AMENDMENT, made this 5th day of June, 2024, by CAMPBELL CREEK AT WINDSONG III HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (the "Association"), by authority of the lot owners set out on "Exhibit A" attached hereto ("the Owners").

W I T N E S S E T H:

WHEREAS, Weyerhaeuser Real Estate Company ("WRECO"), as Declarant, subdivided a tract of land into single family residential lots, a plat of which is recorded in Plat Cabinet F, Slide 46-9, Beaufort County Registry; and

WHEREAS, WRECO did execute and cause to be recorded Restrictive Covenants for Windsong Phase III, recorded in Book 1150, Page 142, Beaufort County Registry (the "Restrictive Covenants"); and

WHEREAS, Section 9 of the Restrictive Covenants provides that they may be amended with the approval of eighty percent (80%) of the Owners; and

WHEREAS, Section 6 of the Restrictive Covenants provides for the creation of an Association (of lot owners) and said Association at its organizational meeting adopted a set of by-laws ("the By-Laws"); and

WHEREAS, Article VIII provides that the By-Laws may be amended in the same manner as the Restrictive Covenants; and

WHEREAS, by Amendment #2, recorded in Deed Book 2141 on page 461, Beaufort County Registry, the Owners reduced the required number of votes to amend the Restrictive Covenants from eighty percent (80%) to sixty-seven percent (67%); and

WHEREAS, the Owners met at their regular annual meeting on May 18, 2024, with all of the Owners listed on "Exhibit A" present in person or by proxy; and

WHEREAS, the Owners present constituted in excess of sixty-seven percent (67%) of the Owners; and

WHEREAS, by motion duly made and seconded, the following amendment was approved.

NOW, THEREFORE, the Restrictive Covenants above-referenced are hereby amended as follows:

Section 4, paragraph (c) is stricken in its entirety and the following is substituted in its stead:

All living units must be constructed in accordance with standards for single family homes included in the North Carolina Uniform Residential Building Code, and Building Guidelines adopted by the subdivision's Architectural Control Committee. No home may be moved onto any Lot if such home has previously been occupied and used as a residential living unit elsewhere. No mobile/manufactured home (home built in accordance with Manufactured Home Standards Act) or other structure designed for transportation on attached axles and wheels shall be located on any Lot. No modular or prefabricated homes may be placed on a Lot without the express written approval of the Architectural Control Committee.

Except as in conflict herewith, all of the terms, provisions and conditions of the Restrictive Covenants shall remain in full force and effect. This Amendment shall be effective upon its recordation in the Office of the Register of Deeds of Beaufort County, North Carolina.

IN WITNESS WHEREOF, Campbell Creek at Windsong III Homeowners Association, Inc. has caused this instrument to be



signed in its name by its President, by authority duly given,  
this the day and year first above written.

CAMPBELL CREEK AT WINDSONG III  
HOMEOWNERS ASSOCIATION, INC.

By: Mary N. Watson  
President

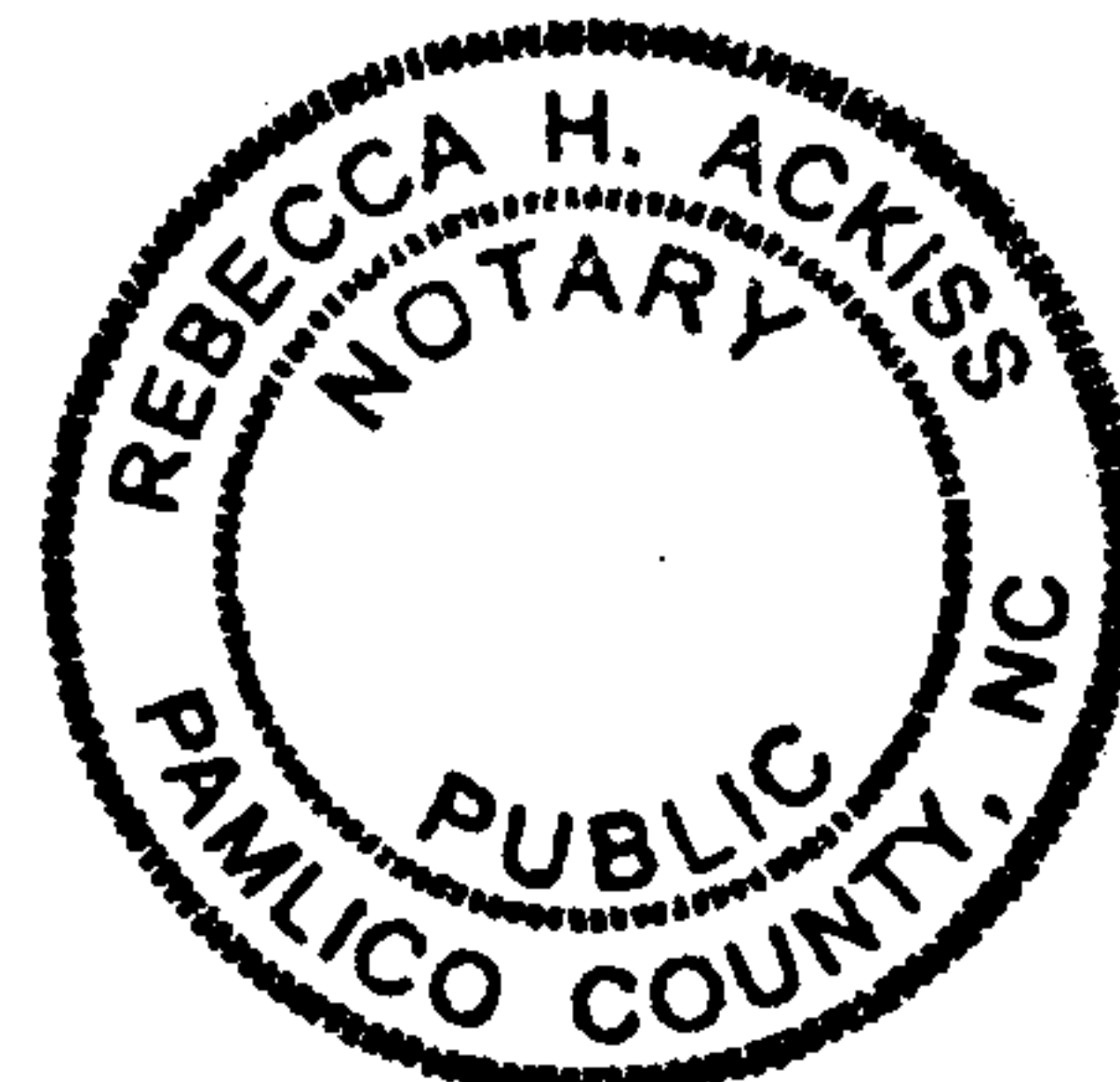
NORTH CAROLINA  
PAMLICO COUNTY

I, REBECCA H. ACKISS, a Notary Public of the County and  
State aforesaid, certify that GARY<sup>N</sup> WATSON,<sup>II</sup> personally appeared  
before me this day and acknowledged that he is President of  
CAMPBELL CREEK AT WINDSONG III HOMEOWNERS ASSOCIATION, INC., a  
corporation, and that he, as President, being authorized to do  
so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 10TH day of  
July, 2024.

Rebecca H. Ackiss  
Notary Public

My commission expires: 01/26/2026



Prepared by HOLLOWELL & HOLLOWELL  
Attorneys at Law  
Bayboro, North Carolina 28515

Mail to: Hollowell & Hollowell  
SQ