

PREPARED BY AND RETURN TO:

Tyler Chavonne

Tyler Chavonne Law, PLLC

2919 Breezewood Avenue, Suite 300

Fayetteville, NC 28303

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WESTSHORE PARK

This Third Amendment to Declaration of Covenants, Conditions and Restrictions of Westshore Park is made and entered into this the 19th day of December, 2023, by, Westshore Park Homeowners Association, Inc., a North Carolina non-profit corporation (the “Association”), and those owners of Lots within Westshore Park (the “Owners”) as set forth below, all of whom together are collectively referred to hereinafter as the “Parties”.

WITNESSETH:

WHEREAS, William E. Clark, as the Declarant, previously executed that certain Declaration of Covenants, Conditions and Restrictions and recorded the same in Book 4573, Page 141, Cumberland County Registry, which was subsequently amended by that Amendment to Declaration of Covenants, Conditions and Restrictions of Westshore Park, Phases I Through VI, recorded in Book 9021, Page 558, and that Second Amendment to Declaration of Covenants, Conditions and Restrictions of Westshore Park, Phases I Through VI in Book 10041, Page 699, all aforesaid Registry (collectively, and as further amended hereby, the “Declaration”); and

WHEREAS, the Parties desires to execute this Amendment for the purposes set forth herein.

NOW, THEREFORE, in consideration of the premises, the Parties hereby expressly declare that the Declaration be and hereby is amended as follows:

1. Article IV, Sections 2(a) and 2(b), are deleted and replaced with the following.

(a) The Common Area:

- (1) Landscape Upkeep and Maintenance;
- (2) Private streets and roadways within the properties which are not the responsibility of the City of Fayetteville;
- (3) Area lighting, including street lamps;
- (4) Irrigations systems located in the common area;
- (5) Fences and walls located in the common area; and,
- (6) Trimming of flowering trees in the common area.

(b) Upon Individual Lots:

- (1) Sprinkler heads and underground irrigation piping (irrigation boxes and backflow valves to remain responsibility of individual homeowners);
- (2) Storm drainage systems;
- (3) Cleaning gutters and downspouts, yearly;
- (4) Landscape maintenance, including without limitation trimming of hedges and shrubs, mowing of grass, edging drives, walkways and shrubbery borders, pine straw, and debris removal;

- (5) Exterior building surfaces, including without limitation maintenance and painting of exterior wooden surfaces, garage doors, gutter, downspouts. (All other doors as well as windows are specifically excluded from the definition of “exterior building surfaces”).
- (6) Retaining walls located between the following units: 1320, 1322, 1324, 1326.

2. Article IV, Section 7, is deleted and replaced with the following.

“Section 7. Rate of Assessment. Annual assessments shall be at a uniform rate for all Lots. Special assessments may be fixed at a uniform rate for all Lots. Special assessments may be assessed against only those Lots benefiting from the same. The Association’s Board of Directors may determine whether to require the Owner of each Lot requiring maintenance or repair to be solely responsible for the expense thereof, subject to the limitations and provisions regarding special assessments. The Board may require the Lot owner to make such repairs or may elect to make such repairs and then charge the cost of the same to such Lot Owner or Owners in accordance with the provisions for special assessments. Annual assessments shall be collected on an annual basis. Special assessments may be collected as determined by the Board and subject to the provisions on special assessments.”

3. Article VIII, Section 2(b) is deleted and replaced with the following.

(b) Such subject or items being the responsibility of the Individual Lot Owners for maintenance, repair and/or replacement on the Owner’s Individual Lot shall include without limitation the following:

- (1) Private fences and party walls;
- (2) Irrigation control boxes and backflow valves;
- (3) Gutter extensions;
- (4) Roof repairs and replacement upon approval by the Architectural Review Committee;
- (5) Driveways upon approval by the Architectural Review Committee;
- (6) Painting, repairing or replacement of all exterior doors and windows;
- (7) Removal and replacement of dead shrubbery and/or dead sod or grass if required for appearance;
- (8) Pergolas or like structure;
- (9) Patios;
- (10) Removal of trees or tree limbs;
- (11) Repair or replace exterior light fixtures;
- (12) Removal or trimming of any hedge, shrub, tree, or other thing, natural or artificial, placed or located on any Owners Lot, if the location of the same will, in the judgment of the Board of Directors of the Association, obstruct the vision of a motorist upon any access way or any owner’s view of the golf course; and,
- (13) Brick walkways, patios, and steps.
- (14) Maintenance of the Safety railing (to include painting and pressure washing) on top of the retaining walls to be the responsibility of the individual property Owners of the following units: 1320, 1322, 1324. 1326.

IN WITNESS WHEREOF, the Parties have set their hand and seal the day and year first set forth above:

[Signatures follow]

WESTSHORE PARK HOMEOWNERS ASSOCIATION, INC.

I, Joelle Hutaft, having been duly sworn, state as follows:

A. I am the President of Westshore Park Homeowners Association, Inc. (the "Association"). I am of the age of majority and competent to testify to the matters set forth herein, which were gained through my personal knowledge or the business records of the Association.

B. The Association held a special meeting after due notice on _____. Members at the special meeting present in person or through proxy who voted in favor of the foregoing Third Amendment totaled _____ (__) Lots, and include the following: