

The Village Green Association of Southern Pines, Inc.
61 Village Green Circle
Southern Pines, NC 28387

Declaration of Protective Covenants

Of

The Village Green Association of Southern Pines, Inc.

AMENDED

November 1, 2020

September 14, 1979

January 12, 1992

The Village
Green *Association of Southern Pines, Inc.*

61 Village Green, Southern Pines, North Carolina 28387

DECLARATION
OF
PROTECTIVE COVENANTS
OF
THE VILLAGE GREEN ASSOCIATION
OF SOUTHERN PINES, INC.

AMENDED

SEPTEMBER 14, 1979

JANUARY 12, 1992

THIS INDENTURE, made and entered into this 11th day of January A. D. 1979, by and between VILLAGE GREEN ASSOCIATION OF SOUTHERN PINES, INC., a North Carolina non-profit corporation, with offices in the Town of Southern Pines, County of Moore, State of North Carolina, Party of the One Part; and all persons, firms and corporations now owning or hereafter purchasing or acquiring title in any manner whatsoever to any of the land or any portion of the same as shall hereinafter be designated more particularly, Parties of Another Part;

W I T N E S S E T H :

THAT WHEREAS, a corporation known as Longleaf Pines, Inc., purchased a certain tract or parcel of land in the Town of Southern Pines, North Carolina, which tract or parcel of land is shown and designated on a map entitled "Property of Longleaf Pines, Inc.", made by C. H. Blue, Registered Surveyor, and dated the 29th day of May, 1970, reference to which map is hereby made; and

WHEREAS, Village Green Association of Southern Pines, Inc. has acquired title to a portion of that above-referred to tract or parcel of land, acquiring the same from Longleaf Pines, Inc., as shown and described in Deed dated the 18th day of December, 1969, which Deed is duly recorded in the Office of the Register of Deeds for Moore County in Deed Book 324 at page 266; and

WHEREAS, another map was prepared by Community Planning Associates, Inc., dated the 20th day of November 1969, and designated as Village Green Association of Southern Pines, Inc."; and

WHEREAS, another map was made of the same properties by C. H. Blue, Registered Surveyor, dated the 29th day of May, 1970, showing the properties owned by both Longleaf Pines, Inc. and Village Green Association of Southern Pines, Inc.; and

WHEREAS, Longleaf Pines, Inc. has constructed upon certain unit sites as shown on the above-mentioned map of the 20th day of November, 1969, certain cluster housing residences, all of which have been sold to other owners, except three (3) of the units as designated on said map were eliminated by Longleaf Pines, Inc. in its final construction so that a total of only fifty-seven (57) units were built and have been sold in the Village Green area; and

WHEREAS, a new map was made by C. H. Blue, Registered Surveyor, dated the 1st day of April 1976, and revised April 25, 1978, showing each unit by its exact ground area description as established by metes and bounds from an actual

survey, which map has been duly recorded in the Office of the Register of Deeds for Moore County in Cabinet I - Slide 148, and which map contains statement as follows:

"All homesites shown and described hereon were existing at the time of this survey and were located and mapped from an actual field survey. This map correctly represents the location, position and size of the individual homesites within accepted mapping tolerances.

"The exterior surfaces of the homesite and the center of the airspace in the common wall between adjoining homesites is the extent and boundary of ownership. This shall not limit the height or depth of ownership.

"Each homesite is built upon a concrete slab which represents the monumentation of the site for reconstruction in case of major disaster or destruction. Any building reconstructed shall be constructed as near as possible to the original structure within building tolerances. Any variances from the original structure will have to be approved by the Village Green Association of Southern Pines, Inc."; and

WHEREAS, as each property unit was purchased, a certificate of membership was issued in the Village Green Association of Southern Pines, Inc. and all of the purchasers of said units and present owners have equal memberships in the Village Green Association of Southern Pines, Inc.; and

WHEREAS, Longleaf Pines, Inc. no longer owns any property in the area covered by any of the maps hereinbefore referred to and has no rights, claim or interest of any description with respect to the ownership, use and enjoyment of said property by the property owners; and

WHEREAS, Longleaf Pines, Inc. and Village Green Association of Southern Pines, Inc. established at the beginning of the development of the Village Green Association of Southern Pines certain declarations, containing restrictions, conditions, covenants and reservations which were imposed upon the property described in said Village Green, and in as much as Village Green Association of Southern Pines, Inc. is now the owner of all the common areas, the several property owners therein are the owners of the various dwelling unit sites, and Longleaf Pines, Inc. no longer has any interest or ownership in same, it is the desire of Village Green Association of Southern Pines, Inc. to amend said declarations dated the 2nd day of April 1970, and to adopt and publish this declaration as the amended and currently applicable restrictions, conditions, covenants, and reservations for Village Green Association of Southern Pines, Inc. and all present owners of units therein and all owners which may hereafter acquire title to any unit site, for residence therein;

NOW, THEREFORE, in consideration of the premises and for the purposes aforesaid, all of the said property as is shown in the map made by C. H. Blue, Registered Surveyor, dated the 29th day of May, 1970, as referred to in and amended by map dated the 1st day of April, 1976, revised April 25, 1978, and also above referred to, is hereby made subject to and burdened with the restrictions, conditions, covenants and reservations running with said property or properties, by whomsoever owned to-wit:

1. All common property and land shall be kept and maintained in an attractive, reasonable and satisfactory condition and status of maintenance for the benefit and enjoyment of all of the parties in anyway interested in this instrument; and to do and perform those acts and things necessary or proper to accomplish, expressed or implied, wheresoever found in this instrument or which may be incidental thereto; acting through the Board of Directors of Village Green Association of Southern Pines, Inc., to enter into such contract or contracts with such person, persons, firm or firms or corporation or corporations as may be selected by said Board of Directors to perform or accomplish the intentions of this instrument under such terms and conditions and for such compensation as said Board of Directors may consider to be good and proper.

2. In the event of foreclosure of any unit or transfer or conveyance by whatever means the prior owner shall endorse, assign and transfer his certificate of membership in Village Green Association of Southern Pines, Inc., to the succeeding owner of such unit, and in the absence of such endorsement or assignment by the previous owner, the secretary of Village Green Association of Southern Pines, Inc., is authorized to execute and effect the transfer and assignment of certificate of membership.

3. Village Green Association of Southern Pines, Inc., through its Board of Directors may levy regular and/or special assessments to accomplish the purposes described herein which shall be payable to the treasurer of Village Green Association of Southern Pines, Inc., on notice of said assessment; any increase in assessments and any increase in same shall be assessed against each type of unit in an equal sum of money as to type, and not otherwise.

4. Each purchaser of any unit covenants with all of the parties hereto, which includes all other owners of units from time to time to be firmly bound to maintain premises in good order, clean, good condition and as an attractive

residence, and well and truly to perform and abide by the terms and intentions of this instrument.

5. Any and all assessments levied shall be used exclusively for the purpose of promoting the recreation, health, safety welfare, service and beautification of the common property and the land belonging to Village Green Association of Southern Pines, Inc., and particularly for the improvement and maintenance of said properties, services and facilities related to the use and enjoyment of the units, residences situated in this said development including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

6. Any and all assessments made by the Board of Directors of Village Green Association of Southern Pines, Inc., shall be due and payable on a date designated in connection with such assessment or assessments by the Board of Directors; any assessment not paid on the due date shall become delinquent and shall, together with interest thereon at the rate of one (1%) percent per month and cost of collection thereof be and become a continuing lien on the unit residence failing to pay the same when due and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns; and such unpaid assessment shall after the delinquency date bear interest at the rate of one (1%) percent per month, and action may be brought at law for collection or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing, filing and carrying out the action together with interest and reasonable attorneys fees; the liens of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property; however, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure or otherwise; and such sale or transfer shall not relieve such property from liability from any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

7. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration thereto be made until the

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nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required and this paragraph will be deemed to have been fully complied with.

8. In addition to maintenance upon the common properties, the association shall provide exterior maintenance upon each lot and living unit which is subject to assessment, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, except in the "Green Thumb Area" and the interior of screened porches.

9. The cost of such exterior maintenance shall be paid from the common treasury of the association, but in the event the owner of the particular unit to which exterior maintenance has been required, and who fails to pay his annual assessment to the common treasury, then the Board of Directors of the association shall have the right to declare that a lien exists against that particular unit until such time as the owner's annual assessment has been paid.

10. For the purpose solely of performing the exterior maintenance, the association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any lot or exterior of any living unit at reasonable hours on any day except Sunday.

11. Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, the general rules of law regarding party walls and of liability for property damage due to negligent or willfully acts or omissions shall apply thereto.

12. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

13. If a party wall is destroyed or damaged by fire, or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter

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make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

14. Notwithstanding any other provision, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

15. The right of any owner to contribution from any other owner shall be appurtenant to the land and shall pass to such owner's successors in title.

16. In the event of any dispute arising concerning a party wall, or under the provisions of this instrument or in any other way or manner whatsoever in any wise connected or associated with the property, lot or otherwise, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

17. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds (2/3) of the lots (or living units has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

18. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the association at the time of such mailing.

19. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation

or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

20. It is prohibited to hang or otherwise display any laundry for drying or any other purposes on any line or rack or in any other manner on any terrace or anywhere else outside of a unit or utility room.

21. The individual units, residences, shall not be used for anything but private dwelling homes and for private residential purposes; and no profit making or money making or business enterprise of any kind whatsoever shall be permitted, allowed or conducted in or upon such unit or residence, gate-house or machinery shed.

22. The restrictions and conditions contained in this instrument are covenants, among other things, running with each and all of the units, residences and are imposed for the equal benefit of all of the parties hereto, their successors and assigns including all unit owners, their heirs, successors and assigns from time to time, and all of said restrictions and conditions may be enforced by Village Green Association of Southern Pines, Inc., its successors and assigns, or the owner of any unit, residence.

23. Invalidation of any one or more of the foregoing covenants, restrictions and conditions, by judgment or court order, or by law, or otherwise, shall in no wise affect any of the remaining covenants, restrictions and conditions, all of which shall remain in full force and effect.

24. In the event any of the foregoing covenants and restrictions is broken or violated by any unit owner, or by the heirs, administrators, executors, personal representatives, trustees, assigns, lessees or tenants of any owner, then, and in such event, the Deed under which Lognleaf Pines, Inc. has conveyed the unit as to which any of said conditions and reservations is violated or broken, shall become null and void and the Village Green Association of Southern Pines, Inc., its successors and assigns, shall have the right to immediately re-enter upon said premises and evict any and all persons therefrom and may take and hold possession of said premises without let or hindrance, provided, however, the then owner or owners of said unit shall be given thirty (30) days written notice of such intention to evict and take possession of said premises under the provisions of this Declaration; provided further, the entry by reason of such

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breach or the forfeiture of title by reason or such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any such unit or units, and the right to re-enter or to declare a forfeiture shall be made subject to the lien of any such mortgage or deed of trust given and created by any unit owner to secure a debt incurred in good faith and for value, but said restrictions and conditions shall be binding upon and effective against any owner of said premises, whose title thereto is acquired by foreclosure, trustee sale or otherwise, as to any breach occurring after such acquirement of title; and provided, still further, that any forfeiture that shall occur to any owner during the first year of ownership shall entitle said owner to a refund of seventy (70%) percent of his actual investment in the premises, less any mortgages, deeds of trust, or other liens, and on the same basis during the second year of ownership and thereafter, as follows: Second Year - Sixty-three (63%) percent; Third Year - Fifty-six (56%) percent; Fourth Year - Forty-nine (49%) percent; Fifth Year - Forty-two (42%) percent; Sixth Year - Thirty-five (35%) percent; Seventh Year - Twenty-eight (28%) percent; Eighth Year - Twenty-one (21%) percent; Ninth Year - Fourteen (14%) percent; Tenth Year - Seven (7%) percent; and no refund for forfeiture after ten (10) years of ownership.

25. No noxious or offensive activity shall be carried on upon the premises, and there shall be no signs or anything of that nature except as shall be approved by the Board of Directors of Village Green Association of Southern Pines, Inc.; no business activity of any kind including but not limited to professional offices and activities; the keeping and having of animals or household pets shall be subject to rules and regulations to be made and provided by the Board of Directors of Village Green Association of Southern Pines, Inc.

26. Any owner of any unit may prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

27. The owner and occupant of each and all units, residences, shall be subject to the by-laws, rules and regulations adopted from time to time by the Board of Directors of Village Green Association of Southern Pines, Inc.

28. The chief resident occupant, the person who might be designated as a so called "head of the household", shall be at least forty-eight (48) years of

age; the other occupants of each unit, residence, shall not be children of less than six (6) years of age and shall not be persons less than twenty-one (21) years of age attending Grade, or Junior High, or High School in Moore County, North Carolina; it is intended that the occupants of any and all units shall be mature adults.

29. Each prospective purchaser of a unit, residence, shall be passed upon by the Board of Directors of Village Green Association of Southern Pines, Inc.; and the aim of this requirement shall be to approve prospective purchasers that the Board verily believes will be able to live harmoniously, co-operatively and with as little conflict as possible with the other residents and not to approve persons that the Board feels might prove to be undesirable from the point of view of the intent of this instrument and the plans of Village Green Association of Southern Pines, Inc. for this subdivision in order that all of the residents may enjoy, co-operate and benefit from the atmosphere sought to be established in the area and in the use of the common property and land, and all owners shall be required to notify the Board of Directors of Village Green Association of Southern Pines, Inc., and if any realtor and/or lawyers is involved, such realtor or lawyer shall also notify the Board of Directors of Village Green Association of Southern Pines, Inc. and request approval of the Board, which request must be in the hands of the Board of Directors of the Village Green Association of Southern Pines, Inc. at least thirty (30) days in advance of the date set for the consummation of sale and purchase of the unit in question.

30. In the event any owner of a unit should desire to sell such unit, after receiving a bona fide offer to purchase, before accepting the offer to purchase shall offer the unit for sale to the Village Green Association of Southern Pines, Inc. at the same price and on the same terms at which the highest bona fide offer has been made to the owner for said unit. The owner desiring to sell such unit shall give Village Green Association of Southern Pines, Inc., written notice, by registered mail, return receipt requested, of the owner's desire to sell any such unit, and shall further advise in said offer the name and address of the person, firm or corporation making said highest bona fide offer, as well as the amount and terms of said offer. Village Green Association of Southern Pines, Inc. shall have a period of thirty (30) days after receipt of said written notice within which to exercise its option to purchase said unit at the same price and on the same terms as said highest bona

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bona fide offer, and Village Green Association of Southern Pines, Inc. shall have an additional period of not less than twenty (20) days within which to close the said transaction. Should Village Green Association of Southern Pines, Inc. fail or refuse within said thirty (30) day period to exercise its option to purchase said unit at the offered price and terms, then the owners shall have the right to sell said unit to the person, firm or corporation making such bona fide offer whose identity was revealed to Village Green Association of Southern Pines, Inc. in said written notice, provided, however, that such sale of any unit by the owner to the person, firm or corporation making such offer shall be subject to all of the terms, covenants, limitations and provisions of this instrument.

31. Regardless of any other provision or provisions herein, it is hereby provided and declared that repairs, replacements, etc., resulting from negligence or abuse will result in additional assessments therefor, and the said additional assessment therefore shall constitute a lien on the individual unit; and further, the association may in its sole discretion at any time pay any taxes due and unpaid on any unit and such payment or advancement for taxes by the association shall result in a lien upon the individual unit upon which said taxes have been paid by the association, and nothing herein shall be construed or understood to mean that the association is in any way obligated to advance or pay any taxes at any time on any individual unit.

IN WITNESS WHEREOF, Village Green Association of Southern Pines, Inc. has caused this indenture to be executed in its corporate name by its President, attested by its Secretary and its Corporate Seal to be hereunto affixed all by order of its Board of Directors duly authorized as of the day and year first above written.

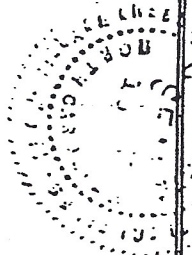
VILLAGE GREEN ASSOCIATION OF SOUTHERN PINES, INC.

(Affix Corporate Seal Here)

By: Laurence W. Keller
President

Attest:

Gene Smith
Secretary



NORTH CAROLINA

MOORE COUNTY

This 29th day of May, 1979, personally came before me, Lawrence W. Keller, who, being by me duly sworn, says that he is the President of Village Green Association of Southern Pines, Inc., and that the seal affixed to the foregoing instrument in writing is the Corporate Seal of the company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said Lawrence W. Keller acknowledged the said writing to be the act and deed of said corporation.

Lynn Joyner
Notary Public

My commission expires: 2-14-84

NORTH CAROLINA - MOORE COUNTY
The foregoing (or annexed) certificate
Lynn Joyner, Notary Public
Moore COUNTY
STATE OF N. C., is certified to be
correct. This May 30, 1979.
Grier Gilmore
Register of Deeds

Mary R. Phillips Assistant

FILED
BOOK 447 PAGE 283
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GRIER GILMORE
REGISTER OF DEEDS
MOORE COUNTY

FOREWORD

The Village Green Association of Southern Pines, Inc. is an organization of homeowners who reside in the dwelling units known as the Village Green. There are Fifty-Seven (57) dwelling units located in the complex and it is principally an adult community for retired persons. They maintain their own service facilities, which are dependent upon the full cooperation of all the residents.

This means, of course, that it is important to keep the occupants of the Green, insofar as possible, limited to the actual owners of the various dwelling units who are especially interested in the protection, maintenance and preservation of their own property.

To that end, therefore, the Board of Directors have determined that in the interest of the health, safety, welfare and property preservation, it is necessary that the Declaration of the Association, adopted on the 11th day of January, 1979, be further amended as follows:

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Village Green Association of Southern Pines, Inc., as follows:

That the Amended Declaration adopted by the Village Green Association of Southern Pines, Inc. on the 11th day of January A.D., 1979 be amended by adding to Paragraph 30 in said instrument a new paragraph as follows:

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In the event any owner of a unit should desire to rent said unit, such owner shall first make a detailed statement to the Board of Directors of the Association, stating the reasons why they feel the unit should be rented, or leased, rather than sold to a prospective purchaser, and present to the Board of Directors, as a part of said report, all facts and information available about the prospective tenants as to their background, age, financial ability to comply with the requirements of the proposed lease, and such credit information as the owner of the unit to be rented is able to obtain, and together with that information, a copy of the proposed Lease Agreement. This information should be furnished to the Board of Directors at least thirty (30) days prior to the time rental of the unit would become effective.

It is particularly important that the Board of Directors be furnished all available information about the

prospective tenant, including a statement from the owner of the unit requesting the right to Lease the same, as to what arrangements will be made, if any, with the tenant as to the payment of the annual assessment of occupants for unit of the size proposed to be Leased.

The Board of Directors shall be required to make a determination as to whether the owner of the unit shall be allowed to sublet the property in question, and in the event the Board of Directors should deny the request for the right to sublet said unit, the owner of said unit may appeal to the full membership of the Association and its decision shall be final. It will be necessary, however, that the vote of the membership to override the Board of Directors shall be by a Two-thirds (2/3) majority of the eligible membership allowed to vote at that time.

This Amendment to the Declaration shall become effective from and after the date of its adoption and the Board of Directors of the Association are then authorized, directed and empowered to make said Amendment a part of the Amended Declaration now in effect.

Adopted by the Board of Directors this 11th day of December, 1991.

IN WITNESS WHEREOF, the Chairman of the Board has hereto set his hand and the same has been attested by the Secretary.

Richard E. Farrow
Chairman

ATTEST:

Genie Smith
Secretary

For Registration Register of Deeds

Judy D. Martin

Moore County, NC

Electronically Recorded

October 8, 2020 2:22:06 PM

Book: 5439 Page. 446 - 454 #Pages: g

Fee: \$140.00 NC Rev Stamp: SQ.QQ

Instrument# 2020019477

Prepared by and return to Stephen F. Later, Robbins May & Rich LLP 120 Applecross Road, Pinehurst, North Carolina 28374 No
Title Examination Performed

Brief Description for Index: First Amendment to Amended Declaration for Village Green

ADDITIONAL INDEXING INSTRUCTIONS

Please index this instrument, in the grantee and grantor indices, under the names of the owners set forth on Exhibit A as well as Village Green Association of Southern Pines, Inc.

FIRST AMENDMENT TO AMENDED DECLARATION FOR VILLAGE GREEN

THIS FIRST AMENDMENT TO AMENDED DECLARATION FOR VILLAGE GREEN ASSOCIATION OF SOUTHERN PINES, INC. (this "Amendment") is made as of November 11 2020 (the "Effective Date") by Village Green Association of Southern Pines, inc., a North Carolina non-profit corporation, ("Association") in order to amend that certain Amended Declaration for Village Green recorded in Book 447, Page 293, Moore County Registry (the "Declaration").

WITNESSETH

WHEREAS the owners of lots subject to the Declaration are entitled, by affirmative vote of two-thirds (2/3) thereof pursuant to Section 17 of the Declaration: to amend the Declaration.

NOW THEREFORE, Declarant hereby amends the Declaration as hereinafter set forth.

1. Section 17. Strike Section 17 of the Declaration and insert the provision hereinafter set forth in lieu thereof.

17. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association and the owners of lots subject to this Declaration and their respective successors in title unless an instrument signed by the then-owners of two-thirds (2/3) of the lots has been recorded agreeing to amend these covenants and restrictions in whole or in part."

2. Section 21. Strike Section 21 of the Declaration and insert the provision hereinafter set forth in lieu thereof.

21. The individual units and residences shall not be used for any purpose except private dwelling homes and private residential purposes, and no business enterprise of any kind shall be permitted, allowed or conducted in or upon any unit or residence except for a Permitted Home Office. "Permitted Home Office" means a portion of a unit or residence used as a home office (a) for the conduct of the personal, business or professional telephone calls, communication or correspondence, (b) exclusively by the owner of a unit or residence (or an immediate family member thereof), (c) at which there is no in-person interaction with any employee or any customer, client or other invitee, and (d) that does not impair the quiet use or enjoyment of any other unit or residence or any other owner.

submitted electronically by "Robbins May & Rich LLP" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Moore County Register of Deeds.

3. Section 24.

a. Strike "lessees or tenants of any owner," from Section 24 of the Declaration.

b. Strike "Logleaf Pines, Inc." from Section 24 of the Declaration and insert "Longleaf Pines, Inc." in lieu thereof.

4 Section 25. Strike "no business activity of any kind including but not limited to professional offices and activities" from Section 25 of the Declaration and insert "no business activity of any kind except Permitted Home Offices" in lieu thereof.

5. Section 28. Strike Section 28 from the Declaration and insert the provision hereinafter set forth in lieu thereof,

28. Each Residence shall be occupied subject to the following restrictions as interpreted in accordance with the Age and Occupancy Restrictions and Laws (as hereinafter defined).

28.1. Definitions.

(a) "Age and Occupancy Restrictions and Laws" means the Fair Housing Act at Title 42 USC Sections 3604, et seq. and the Fair Housing Amendments Act of 1988 (Pub. L. No. 100-430), including the age and familial status exemptions provided under Title 42 U.S.C. Section 3607(b)(2), and applicable Regulations of the Department of Housing and Urban Development at 24 CFR Section 100.300, et seq., as amended from time to time.

(b) "Age-Qualified Resident" means a person who is 55 years of age or older.

(c) "Association" means Village Green Association of Southern Pines, Inc., a North Carolina non-profit corporation its successors and assigns.

(d) "Board" or "Board of Directors" means the Board of Directors of the Association.

"Lot" means a lot, as shown on a plat thereof, within Village Green.

(f) "Mortgage" means a mortgage or deed of trust that constitutes a first lien upon a lot given to a bank, savings and loan association or other lender for the purpose of securing indebtedness incurred to purchase or improve a Lot.

(g) "Occupied by at least One Person 55 years of age or older" means a Residence that is occupied by at least one person who is 55 years of age or older.

(h) "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot (but excluding those with an interest merely as security for the performance of an obligation).

(i) "Person" means any individual or entity.

(j) "Residence" means the dwelling constructed on a Lot within Village Green.

(k) "Village Green" means the real property subject to the Declaration.

28.2 Age and Occupancy Restrictions.

(a) Permitted Residents.

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(1) Subject to the limited exceptions described in this Section 28.2 and to the Age and Occupancy Restrictions and Laws, each of the occupied Residences in Village Green shall be permanently occupied by one or more Age-Qualified Residents; provided, however, upon the death, dissolution of marriage or upon hospitalization or other prolonged absence of the Age-Qualified Resident, any other resident who is not yet 55 years of age, but who was residing with the Age-Qualified resident at the time of his or her death or dissolution or on the date of commencement of hospitalization or prolonged absence of the Age-Qualified Resident, shall be entitled to continue to occupy the Residence; further provided: however, that, in no event may the other residents continue to occupy the Residence in the absence of an Age-Qualified Resident if their occupancy would cause the total number of Residences occupied solely by persons under 55 years of age to exceed 20% of the total number of occupied Residences within Village Green, as determined by the Board of Directors in accordance with the Age and Occupancy Restrictions and Laws.

(2) No occupant of any Residence shall be fewer than 18 years of age.

(3) A Residence that is solely occupied by one or more persons who are necessary to provide a reasonable accommodation to a disabled resident of Residence, consistent with 24 CFR Section 100.24 and who are under 55 years of age, shall not be deemed to be "occupied" Residences for purposes of determining the percentage of compliant Residences.

(b) Resale. Without limitation upon the generality of Section 29 or Section 30, each resale of a Residence in Village Green is subject to the requirement that the Residence be occupied after resale in accordance with this Section 28.2. Each purchase agreement for resale of a Residence in Village Green shall contain a statement stating that at least one permanent occupant of the Residence shall be 55 years of age or older and each other permanent occupant shall meet the age and occupancy qualifications of this Declaration and the Age and Occupancy Restrictions and Laws.

(c) Compliance with Reporting Requirements.

(1) Obligations of the Owner. By accepting and recording a deed to a Lot, each Owner covenants and agrees:

(A) To fully and truthfully respond to all requests by the Association for age and occupancy information concerning each occupant of the Owners Residence, and to cause all occupants of the Owner's Residence to cooperate by providing such information. Owners understand and acknowledge that age and occupancy information shall be requested by the Association as part of its obligation to conduct regular age and occupancy surveys of Village Green and that its surveys are required to maintain Village Green's eligibility to continue operating as an age- and occupancy-restricted project under senior housing exemptions available under the Age and Occupancy Restrictions and Laws.

(B) That, in the event of the change of occupancy of one or more permanent residents of any Residence, the Owner thereof shall immediately inform the Board in writing and shall provide to the Board the names and ages of all current occupants of the Residence, and all other information as the Board reasonably requests to verify the ages and qualifications of all persons occupying the Residence.

(C) To ensure that all occupants of the Owner's Residence comply at all times with all provisions of this Declaration and any rules and regulations of the Association (including,

without limitation, restrictions on age and other qualifications of permanent occupants and limiting the duration of visits by temporary occupants or those who do not meet the requirements of this Declaration or the Age and Occupancy Restrictions and Laws).

(D) To indemnify, defend, and hold harmless the Association from any and all claims, losses, damages and causes of action that may arise from his or her or its failure to comply with any provision of this Section 28.2(c).

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(d) Applicable Law. This Section 28.2 is intended to be a restatement of the authority granted the Association under the Age and Occupancy Restrictions and Laws. All amendments, restatements and interpretations of the Age and Occupancy Restrictions and Laws, and any other applicable law or regulation governing "senior citizen housing developments" and "housing for older persons," as these terms are defined under state and federal law, are deemed to amend, restate and interpret this Section 28.2.

28.3. Age Qualified Community.

(a) Village Green is intended to be operated and conveyed as "housing for older persons," in accordance with the requirements of the Age and Occupancy Restrictions and Laws. This Declaration imposes detailed age and occupancy restrictions on all Persons desiring to occupy a Residence within Village Green; provided, however, that Persons who do not satisfy the definition of "Age-Qualified Resident" may own a Lot but may not occupy any Residence thereon except as specifically permitted under the Age and Occupancy Restrictions and Laws and this Declaration.

(b) By accepting a deed to a Lot in Village Green, each Owner acknowledges that the age and occupancy restrictions set forth in this Declaration are intended to comply to the fullest extent with the Age and Occupancy Restrictions and Laws, and each Owner shall ensure that all occupants of his or her or its Residence fully comply with the age and occupancy restrictions in this Declaration and the Age and Occupancy Restrictions and Laws at all times. However, over time, there is no guarantee that the age and occupancy restrictions in this Declaration or the Age and Occupancy Restrictions and Laws will remain in effect as presently written. The age and occupancy restrictions in this Declaration may be deemed to have automatically changed or terminated as a result of state or federal legislative or court action, or they may be terminated by action of a state or federal agency or court if the Association fails to provide proper ongoing enforcement of the age and occupancy restrictions. Therefore, the Association makes no assurances that the Age and Occupancy Restrictions and Laws, or the age and occupancy restrictions set forth in this Declaration, will remain unchanged throughout the life of Village

28.4. Powers and Duties of the Association.

(a) Monitoring and Enforcement of Compliance with Age and Occupancy Restrictions and Applicable State and Federal Laws and Regulations. The Association has the power and the duty to ensure compliance with the age and occupancy restrictions in this Declaration and the Age and Occupancy Restrictions and Laws. The Association shall have at its disposal all legal and equitable enforcement remedies available including, without limitation, the imposition of fines for ongoing violations and the right, following notice and hearing and all procedures required under state law, to cause the removal of residents whose presence causes Village Green to fall out of compliance with the Age and Occupancy Restrictions and Laws. The Association shall monitor and enforce compliance with the age and occupancy restrictions set forth in this Declaration and the Age and Occupancy Restrictions and Laws. The Board shall regularly evaluate the results of its age and occupancy surveys and other compliance monitoring efforts and commence enforcement actions as it deems necessary

to ensure ongoing compliance with the age and occupancy restrictions in this Declaration and the Age and Occupancy Restrictions and Laws.

(b) Association Obligation to Conduct Age and Occupancy Surveys. In discharging its obligation to monitor and enforce the age and occupancy restrictions set forth in this Declaration and the Age and Occupancy Restrictions and Laws, the Board shall conduct regular and confidential age and occupancy surveys of the occupied Residences in order to determine the numbers and ages of all persons who are permanently occupying the Residences.

(1) Information to be Gathered. The Association's survey shall be designed with due regard for individual privacy while permitting the Association to make a reasonable determination that all persons permanently occupying Residences comply with the age and occupancy restrictions set forth in this Declaration and the Age and Occupancy Restrictions and Laws. Ages of residents shall be determined to the extent possible from objective documentary sources (including, without

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limitation, birth certificates, driver's licenses, government identification cards: passports, baptismal records, immigration papers, affidavits, prior surveys or other documentary proof of age deemed reliable by the Board and which, in the judgment of the Board, is reasonably necessary to establish a record that Village Green complies with Age and Occupancy Restrictions and Laws). If a resident is unable or unwilling to provide sufficient documentary proof of age, the Association may, in its discretion and without limitation upon any other right or remedy of Association under this Declaration, rely on an affidavit from a family member or other resident of the Residence.

(2) Frequency of Survey. The Association shall collect age and occupancy information for each Residence at the time of its re-sale by the Owner. In addition, the Association shall update all occupancy survey information no less frequently than biennially; provided, however, that the Board shall have the power and duty to supplement the occupancy survey information in its records to reflect re-sales and it shall update its records on a particular Residence any time it reasonably appears to the Board that there has been a change in the number or identity of permanent occupants in the Residence. The Association shall have the power to carry out its duties under this Section 28.4 by any legal means available.

(3) Summary of Survey. The Association shall keep in its records a written summary of the latest occupancy survey (stating at least the number of occupied Residences and the percentage of occupied Residences then in compliance with the age and occupancy restrictions set forth in this Declaration and the Age and Occupancy Restrictions and Laws, but not including any personal information about any resident). The summary shall be made available for inspection upon reasonable notice and request by any Person, including members of the public. Individual surveys, supporting documentation, and affidavits shall be kept in a separate file with limited access, and such file is to be created and maintained for the purposes of evidencing compliance with the age and occupancy restrictions set forth in this Declaration and the Age and Occupancy Restrictions and Laws and for use in enforcement proceedings. Such information shall be kept securely segregated from the Association's general operating records and files whether in physical or electronic format. The segregated documents and electronic files shall be considered confidential but shall be made available for review at the request of governmental agencies investigating compliance with the Age and Occupancy Restrictions and Laws or by court order. Confidential information gathered in a particular survey or update shall be retained by the Association until the Board is advised by the Association's independent legal counsel that all applicable statutes of limitation or repose for the filing of a complaint or suit or other legal remedies against the Association under the Age and Occupancy Restrictions and Laws (including tolling periods) with respect to such information have expired. The retained documents and electronic files shall be destroyed in a manner appropriate to preserve their confidentiality.

(c) Additional Policies. The Association may develop additional policies and procedures to supplement its regular surveys as reasonably necessary to ensure that its records remain current

and to ensure compliance with the age and occupancy restrictions in this Declaration and the Age and Occupancy Restrictions and Laws.

(d) Posted Notice of Intent to Operate Age-Restricted and Occupancy-Restricted Community. The Association shall maintain permanent signage with written statements of its age and occupancy policies including a description of Village Green as a residential development for occupancy by persons 55 years of age or older and other residents who otherwise qualify for permanent occupancy. The Association shall periodically distribute a written copy of its age and occupancy policies to the Owners and shall make additional copies available to Owners and mortgagees on reasonable request.

(e) Compliance Committee. The Board may appoint a committee (the "Compliance Committee") in accordance with its bylaws and applicable law to carry out regular community-wide surveys, advise and distribute policies to Owners, and perform additional related monitoring and data collection. Members of the Compliance Committee shall serve at the pleasure of the Board, and the conditions for membership and terms of service on the Compliance Committee shall be determined by the Board in its sole business judgment. Board members or officers may serve on the Compliance

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Committee The Board may also delegate Compliance Committee responsibilities to the Association's professional manager, if any.

4. Section 32. Insert Section 32 as hereinafter set forth-

32. The Leasing of any Lot or any Residence (or any portion thereof) is prohibited. "Leasing" shall mean the occupancy of any Lot or any residence or dwelling thereon (or any portion thereof) by any Person other than its Owner, with or without a written agreement, for which the Owner, any relative of the Owner or any other agent of the Owner receives any consideration or benefit. In the event a court of competent jurisdiction determines that this Amendment materially and adversely affects the security, title or interest of any mortgagee, this Amendment shall not be binding thereon unless the mortgagee consents to this Amendment.

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IN WITNESS WHEREOF, this Amendment is executed by a corporation, by its duly authorized officer on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signature of the officer, as of the day and year first above written.

Village Green Association of Southern Pines, Inc.

David E. Sullivan (SEAL)

By. David E. Sullivan

Its. President

South Carolina duu

STATE OF _____
COUNTY OF _____

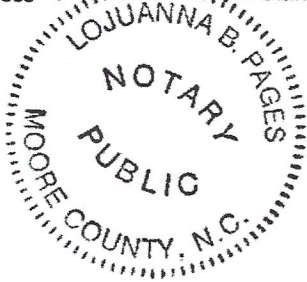
I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
David E. Sullivan	President, Village Green Association of Southern Pines, Inc.

I have personal knowledge of the identity of the principal;

I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form _____ of a; or A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 8 day of October, 2020.



Lojuanna B. Pages
Notary Public

Print notary name: Lojuanna B. Pages
(notary name must be exactly as on notary seal)

My commission expires: 3/13/2025

{affix notary seal, which must be fully legible, below}