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NEW HANOVER COUNTY,

MORGHAN GETTY COLLINS

REGISTER OF DEEDS

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ELECTRONICALLY RECORDED

THIS AMENDMENT RESTRICTS AND REGULATES THE RENTING OR LEASING OF LOTS

Prepared By & Return to:

Charles D. Meier, Marshall, Williams & Gorham, LLP
430 Eastwood Road Suite 200
Wilmington, NC 28403

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER COUNTY

AMENDMENT TO THE DECLARATIONS OF CROSSWINDS

This Amendment to the Declarations of Crosswinds ("Amendment") is made and entered into as of this 7th day of December 2023 by Crosswinds HOA, Inc. a North Carolina nonprofit corporation ("Association").

WITNESSETH:

A. The Association is the property owners' association charged with the responsibility for the operation of that certain real property known as Crosswinds located in New Hanover County, North Carolina, and described in

submitted electronically by "Marshall, Williams & Gorham"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the New Hanover County Register of Deeds.

a Declaration recorded in Book 1388, Page 1271, New Hanover County Register of Deeds as has been previously amended from time to time by the following instruments recorded in the New Hanover County Register of Deeds ("Declarations"):

- Book 1435, Page 1363 (Section 1)
- Book 1613, Page 1825 (Section 2)
- Book 1671, Page 0848 (Section 3)
- Book 1802, Page 0626 (Section 4)
- Book 2002, Page 0917 (Section 5)
- Book 2115, Page 0999 (Section 5 Extension)
- Book 2457, Page 0548 (All Sections)

B. Said Declarations provide in Article X, Section 4, that the Declarations can be amended by an affirmative vote of not less than sixty per cent (60%) of all the Lot Owners in the Association.

C. The Amendment set forth below has been adopted by an affirmative vote of not less than sixty per cent (60%) of all the Lot Owners in the Association, in person, by proxy, or by ballot, and has otherwise been properly adopted and approved as required by the Declarations, Bylaws and Articles of Incorporation, as applicable.

D. That the President of the Association has been duly authorized and empowered to execute this Amendment and to cause the same to be recorded in the New Hanover County Register of Deeds as the binding act of the Association, its Members, Lot Owners, and Board of Directors.

Now therefore, in consideration of the recitals set forth above, and as the act and deed of the Association, its Members, Lot Owners and Board of Directors, the Declarations are hereby amended and modified as set forth below:

AMENDMENT TO DECLARATIONS

By adding the following to Article VIII for all Sections of Crosswinds:

(15) **Renting or Leasing of Lots**. In order to encourage the Properties to be primarily Owner-occupied, and to preserve the value of the Lots, for all Lots sold, conveyed or otherwise transferred on or after January 1, 2024, no such Lot may be rented or leased by an Owner unless and until such Owner has been the record owner of the Lot for at least two (2) continuous years.

This provision shall not apply to any record owner that owned the Lot before January 1, 2024.

The following provisions shall apply to all Lots and Owners, regardless of when they became a record Owner of a Lot, upon the recordation of this Amendment:

Lots may be rented only in their entirety; no fraction or portion may be rented. Subleasing is prohibited. All leases must be in writing and for a term of not less than six (6) months. No Owner shall advertise the Lot for lease or rent for a term of less than six (6) months.

All leases and lessees are subject to the provisions of the Declarations.

"Rented", "renting", "leased" or "leasing" for purposes of the Declarations are defined as occupancy of a Lot by any person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, or gratuity.

Any lease for a Lot shall be deemed to contain the following provisions, whether expressly therein stated, and each Lot Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not incorporated into a lease such covenants nevertheless apply to the Lot through the existence of this covenant. Any lessee, by occupancy of a Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

Compliance with the Declarations. Lessee agrees to abide by and comply with all provisions of the Declarations and the provisions of all local, state, and federal ordinances, laws and regulations. The Owner agrees to cause all occupants of his or her Lot to comply with the Declarations, and the provisions of all local, state, and federal ordinances, laws and regulations. Any violation of the Declarations, or the provisions of all local, state, and federal ordinances, laws and regulations, is deemed to be a violation of the terms of the lease and authorizes the Lot Owner to terminate the lease without liability and to evict the lessee in accordance with North Carolina law.

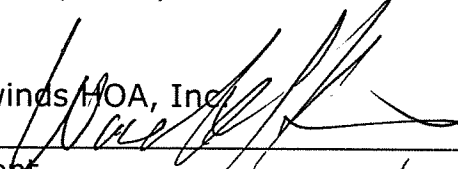
(16) **Restraint on Transfer of Lots as Time Shares.** No Lot Owner shall transfer or convert any or all of his or her interest in a Lot in the form of a Time Share or permit his or her Lot to be a part of a Time Share Program under the provisions of the North Carolina Time Share Act cited as Article 4 of Chapter 93A of the North Carolina General Statutes. The

provision shall apply to all Lots and Owners, regardless of when they became a record Owner of a Lot, upon the recordation of this Amendment.

END OF AMENDMENT

Except as amended, the Declarations, as may have been previously amended, shall remain in full force and effect.

The undersigned, being the President of the Association, does, by his/her execution hereof, certify that the Amendment set forth above has been adopted by an affirmative vote of not less than sixty per cent (60%) of all the Lot Owners in person, by proxy, or by ballot, and has otherwise been properly adopted and approved as required by the Declarations, Bylaws and Articles of Incorporation, as applicable, the day and year first above written.

Crosswinds HOA, Inc.
By: 
President
Printed Name: WADE H HARRIS

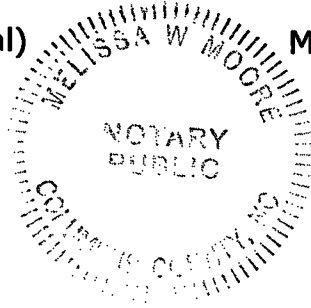
STATE OF NORTH CAROLINA
COUNTY OF Columbus

I, Melissa W. Moore, notary public, do hereby certify that Wade H. Harris (name of President), personally appeared before me this day and acknowledged that he/she is President of the Association and that he/she, being authorized to do so, executed the foregoing on behalf of the Association.

Witness my hand and official seal this the 7th day of December 2023.

Melissa W. Moore
Notary Public

(Notary Seal)



My Commission Expires: April 19, 2028