

FILED Catawba County

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INST. # 13798

DONNA HICKS SPENCER,
Register of Deeds

EX 03412 Pg 1506-1509

✓ Prepared by and Return to: Kennedy & Wulforth, P.A., Denver, NC 28037

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

**SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WYNSWEPT SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYNSWEPT SUBDIVISION (the "Supplemental and Amendment") is made and entered into this 10th day of August, 2017, by Maistro Investments, LLC, a North Carolina Limited Liability Company ("Declarant").

WHEREAS, Declarant is the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions - Wynswept, dated July 8, 2009 and recorded in Book 2981, Page 1979 in the Office of Register of Deeds of Catawba County (as amended and supplemented from time to time, the "Declaration"), Declarant subjected certain real property located in Catawba County, North Carolina, to the protective covenants, conditions and restrictions set forth in the Declaration; and

WHEREAS, pursuant to Article II, Section 2(a) of the Declaration, Declarant may cause Additional Property to be made subject to the terms and scheme of the Declaration by filing a supplemental declaration in the Office of the Catawba County Register of Deeds; and

WHEREAS, Article II, Section 2(b) of the Declaration provides that any Supplemental Declaration may contain complementary additions to the covenants and restrictions as may be necessary in the judgment of the Declarant to reflect the different character of the Additional Property; and

WHEREAS, Declarant desires to supplement the Declaration to cause that portion of the Additional Property, being the numbered Lots shown on the map(s) of WYNSWEPT, PHASE 3, located

in Catawba County, North Carolina, as shown by a plat thereof recorded in Plat Book 77 at Page 54 in the Office of the Register of Deeds for Catawba County, North Carolina (the "Phase 3 Property Map(s)")(such portion of the Additional Property, being the numbered Lots hereinafter referred to as the "Phase 3 Property"), to be made subject to the terms and scheme of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration to clarify the definition of certain terms. 1507

NOW, THEREFORE, Declarant, by this Supplemental Declaration, does declare that all of the numbered Lots as shown on the Phase 3 Property Map(s), are and shall be held, transferred, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth therein and in this Supplemental Declaration, all of which shall run with the title to the Phase 3 Property and be binding upon all parties owning any right, title or interest in and to the Phase 3 Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, subject to the following additional terms and conditions:

ARTICLE 1 DEFINITIONS

The definitions set forth in Article I of the Declaration are hereby supplemented and amended as follows:

Section 18. "Map" shall mean and refer to (i) the map of the WYNSWEPT Subdivision recorded Map Book 77 at Page 54 in the Office of the Register of Deeds for Catawba County, North Carolina, (ii) any map of Additional Property, and (iii) any revision of any such map recorded in such Office.

Section 25. "Property" shall mean and refer to the property shown on the Map, exclusive of the public rights-of-way as shown on the Map, which Property includes the Lots and the Common Areas as defined herein and as more particularly shown on the Map.

Section 33. "Subdivision" shall mean and refer to WYNSWEPT Subdivision, as the same is shown on the Map.

ARTICLE 2 AMENDMENT

Article IV of the Declaration is hereby amended as follows:

Section 3. Relinquishment of Control. Notwithstanding anything contained herein to the contrary, the Class B membership shall cease and be converted to the Class A membership upon the earliest to occur of (a) the date on which Declarant no longer owns any part of the Property (b) the date Declarant shall elect, in its sole discretion that the Class B membership shall cease and be converted to the Class A membership (which election may be made, if at all, upon Declarant giving written notice of the election to the Board); or (c) December 31, 2026. The earliest to occur of (a), (b) or (c) above shall herein be referred to as the "Turnover Date." After the Turnover Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class A member.

Article VII of the Declaration is hereby amended as follows:

Section 13. Fences and Walls. No wooden fence, or brick or stone wall, may be erected nearer

the front lot line of a Lot than the rear face of the Dwelling located on such Lot, unless otherwise approved in advance in writing by the Declarant or Owners Association Board of Directors. In the case of a corner Lot, no sideyard fence shall be located nearer than the side of the house facing the side street line, and no sideyard fence shall be located less than twenty-five (25) feet from the side street line, unless otherwise approved in advance in writing by the Declarant or Owners Association Board of Directors. No wooden fences, or brick or stone walls, greater than six (6) feet in height are permitted. Chain link or welded wire fencing is not permitted, with the exception of 4 inch box-type fencing used in conjunction with split rail in the rear yard only, and wrought iron fencing. Perimeter fencing shall not have more than fifty percent (50%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test. The restrictions described herein shall not apply to any improvements originally installed by Declarant or Owners Association Board of Directors on any Common Area. No double fencing will be allowed on side or rear Lot lines. The Declarant or Owners Association Board of Directors may approve a solid fence along the rear lot lines for lots that adjoin property which is not part of the Wineswept Subdivision.

1508

ARTICLE 3
ANNUAL ASSESSMENTS

Article V, Section 2 of the Declaration which provides the initial due dates for the Annual Assessments, are hereby supplemented as follows:

The initial Annual Assessment shall commence as to each Lot located within the Phase 3 Property on January 1, 2018 and shall be prorated between Declarant and Purchaser at closing.

ARTICLE 4
EXTERIOR

In Article Seven, Section 6, the existing restrictions refer to the exterior of the home. The Section 5 shall be deleted and replaced with the following:

Section 6. Exterior. Exterior materials shall be brick, stucco, stone, cedar shake, vinyl or horizontal siding. Horizontal siding must be fully back-supported to maintain a straight and even outer surface and must be fully and properly finished. The use of any vinyl siding on the front of the home must be pre-approved by the ACC.

The exterior surface of any building shall not be of asbestos shingle siding, aluminum siding or stoneroll siding, imitation brick, exposed concrete or cement blocks or logs.

ARTICLE 5
GENERAL TERMS

All capitalized terms not otherwise defined in this Supplemental Declaration shall have the same meaning as in the Declaration. Except as expressly amended or modified hereby to reflect specific differences in character of the Phase 3 Property or to clarify the meaning of certain terms used in the Declaration, all covenants, conditions, restrictions and easements established by and contained in the Declaration shall remain unchanged and in full force and effect.

Except as expressly supplemented herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed under seal by its duly authorized member as of the day and year first above written.

MAISTRO INVESTMENTS, LLC, a North Carolina limited liability company 1509

By: [Signature] (SEAL)
Reinaldo Panico Perez, Member/Manager

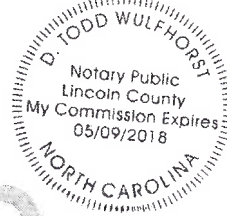
NORTH CAROLINA
Lincoln COUNTY

I, the undersigned, a Notary Public for said County and State aforesaid, certify that Reinaldo Panico Perez personally appeared before me this day and acknowledged that he is Member/Manager of Maistro Investments, LLC, a North Carolina Limited Liability Comp; the foregoing instrument was signed in its name by its Member/Manager on behalf of the company.

WITNESS my hand and official stamp or seal, this 10th day of August, 2017.

[Signature]
Notary Public

My Commission Expires: 5/9/18



WEB