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Fredrick Smith
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Prepared by: Sellers, Ayers, Dortch & Lyons, P.A.
310 South McDowell Street, Suite 410
Charlotte, N.C. 28204

Filed Electronically

**CERTIFICATION OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WYNFIELD SUBDIVISION**

This **Certification of Amendment to the Declaration of Covenants, Conditions and Restrictions for Wynfield Subdivision** is made pursuant to Article IX, Section 9 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYNFIELD SUBDIVISION recorded in Book 5812 at Page 245 of the Mecklenburg County Public Registry on November 29, 1988, as amended and supplemented by instruments recorded thereafter ("Declaration"), and NC General Statute §55A-A7-08, and is effective upon recordation in the Mecklenburg County Public Registry.

Statement of Purpose

The Declaration provides in Article IX, Section 9 that the Declaration may be amended by written instrument signed by Owners of not less than 75% of the Lots. In accordance with the requirements of the Declaration, as well as N.C.G.S. § 55A-7-08 and, the following Amendments were approved by the affirmative vote by lot owners to which at least seventy-five percent (75%) of the votes in the Association are allocated. Accordingly, the due and proper adoption of following Amendments is hereby certified by the President and the Secretary of the Association for recordation.

NOW, THEREFORE, with the affirmative vote by lot owners to which at least seventy-five percent (75%) of the votes in the Association are allocated, the Declaration is amended as to add the following subsections to Article VII, Section 7 as follows:

7.1.1. Leasing. No Owner shall lease, rent or license less than an entire Lot and dwelling and no Lot or dwelling shall be used except for single-family residential purposes. Subleasing is prohibited.


7.1.2. Leasing. No Owner shall lease, rent or license the Lot and dwelling for

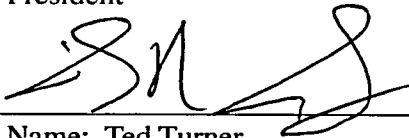
transient or hotel purposes. All lease, rent or license agreements shall be for a lease term of not less than twelve (12) months. No Lot or dwelling shall be advertised for lease, rent or license for a period of less than twelve (12) months.

7.1.3. Leasing. Except as specifically provided below with respect to acquisitions by bequest or inheritance, no Owner who acquires title to a Lot after the effective date of this Section 7.1 shall be permitted to rent, lease and/or license such Lot until twenty-four (24) months after the recording date of the deed conveying said Lot to such Owner. In the event that any Lot is leased, rented or licenses for any period of time in violation of this mandatory twenty-four (24) month "Waiting Period," the Waiting Period shall be immediately tolled and any time which elapses while the unpermitted lease remains in effect shall not count toward satisfaction of the twenty-four (24) month Waiting Period. Notwithstanding anything else to the contrary, however, the Waiting Period described herein shall not apply to any person or entity who acquires a Unit by bequest or inheritance

IN WITNESS WHEREOF the undersigned officers of Wynfield Property Owners Association, Inc., certify the proper adoption of these amendments, and do hereby certify that approval of this amendment was obtained as required by and in accordance with North Carolina law and that this amendment to the Declaration has been duly adopted to be effective upon recordation.

**WYNFIELD PROPERTY OWNERS
ASSOCIATION, INC.**

By: 
Name: Kelley Amundson
President

By: 
Name: Ted Turner
Secretary

NOTARY ACKNOWLEDGMENTS NEXT PAGE

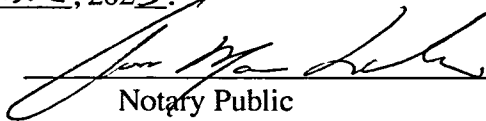
NOTARY ACKNOWLEDGMENTS

State of North Carolina

County of

I, a notary public for the County and State aforesaid, certify that Kelly Amundson, being first duly sworn, appeared before me this day and certifies that she is the **President** of Wynfield Property Owners Association, Inc., and, upon authority duly given and as the act of the association, certified the due adoption and execution of the forgoing instrument.

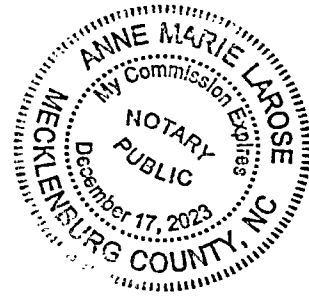
This the 8th day of December, 2023.



Notary Public

Seal or Stamp:

My Commission Expires: 12-17-2023




State of North Carolina

County of

I, a notary public for the County and State aforesaid, certify that Ted Turner, being first duly sworn, appeared before me this day and certifies that he is the **Secretary** of Wynfield Property Owners Association, Inc. and, upon authority duly given and as the act of the association, certified the due adoption and execution of the forgoing instrument.

This the 8th day of December, 2023.



Notary Public

Seal or Stamp:

My Commission Expires: 12-17-2023

