

FILED
CHATHAM COUNTY NC
TREVA B. SEAGROVES
REGISTER OF DEEDS

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END PAGE 1002
INSTRUMENT # 01186
EXCISE TAX (None)

BOOK 1552 PAGE 0964

Prepared by and return after recording to:

Hope Derby Carmichael
Jordan Price Wall Gray Jones & Carlton, PLLC
P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
WEATHERSFIELD SERVICE GROUP VI

CHATHAM COUNTY

This AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WEATHERFIELD SERVICE GROUP VI is made as of this 25th day of January, 2010, by not less than seventy-five percent (75%) of the Lot Owners in Weathersfield Service Group VI, Inc., a North Carolina nonprofit corporation ("Association").

WITNESSETH:

WHEREAS, the original Declarant, Fitch Creations, Inc., recorded a Declaration of Covenants and Restrictions for the Weathersfield Service Group VI in Book 544, Page 190, of the Chatham County Registry, which was thereafter supplemented and amended; and

WHEREAS, an Amended and Restated Declaration of Covenants and Restrictions for the Weathersfield Service Group VI was recorded on December 10, 2008, in Book 1433, Page 571 of the Chatham County Registry ("Declaration") which superseded the original declaration, as amended; and

WHEREAS, Article XI, Section 4 of the Declaration provides that the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; and

WHEREAS, not less than seventy-five percent (75%) of the Lot Owners in Weathersfield Service Group VI, Inc. desire to amend the Declaration as set forth below, as indicated by their assent which is set forth on Exhibit A and attached hereto;

NOW, THEREFORE, the undersigned do hereby declare that the Declaration is amended as follows:

1. Article VIII entitled "Insurance" is deleted in its entirety, and inserted in lieu thereof is an amended Article VIII as follows:

INSURANCE

Section 1. Type of Insurance. The Association shall procure and maintain insurance as set forth below, and the premiums for such insurance shall be a common expense paid from the annual assessments provided in Article IV of this Declaration:

- (a) Liability Insurance: The Association shall procure and maintain adequate liability insurance covering the Association, in an amount not less than \$2,000,000.00, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area.
- (b) Property Insurance: The Association shall procure and maintain at all times a policy or policies insuring against loss or damage by fire and other hazards for each Living Unit upon a Lot in an amount equal to one hundred percent (100%) of the insurable replacement cost of such Living Unit as of the date of the loss or damage, exclusive of the costs of excavation, paving, foundations, footings and other items normally excluded from property policies. The Association shall not, however, be responsible for maintaining coverage on Owner's personal property.

All insurance policies purchased by the Association providing coverage to the Living Units shall be for the benefit of the Association and the Owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of Owners. All such policies shall name the Owner as one of the named insureds as such Owner's interest appears and, upon written request of an Owner, copies of said policies and renewals thereof shall be furnished to such Owner upon request by an Owner.

The Association shall further procure and maintain at all times a policy or policies of property insurance covering all buildings owned by the Association, all personal property of the Association wherever located, and all improvements located in the Common Areas in an amount not less than one hundred percent (100%) of the insurable replacement cost of such buildings, property and improvements as of the date of the loss or damage, exclusive of the costs of excavation, paving, foundations, footings and other items normally excluded from property policies.

- (c) Other Insurance: The Board shall procure and maintain officers and directors liability insurance in such limits as the Board may, from time to time, determine. Further, the Board or its duly authorized agent shall have the authority to obtain and maintain in effect such other insurance coverage as the Board shall determine from time to time to be desirable.

Section 2. Association as Insurance Trustee. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws and for the benefit of the Owners and their mortgagees in the following shares:

- (a) Proceeds on account of damage to Common Areas are to be held for the Association;
- (b) Proceeds on account of damage to Living Units upon the Lots shall be held in undivided shares for the Owners of damaged Lots in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the adjuster for the Association's insurance carrier;
- (c) In the event a mortgage endorsement has been issued for any Living Unit, the share of the proceeds of the Owners shall be held in trust for the mortgagee and the Owners as their interests may appear.

Section 3. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed in the following manner:

- (a) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provisions made therefore;
-

- (b) Reconstruction or Repair. The remaining proceeds shall be paid to repair the Common Areas and, if applicable due to insured casualty occurring on Lots, proceeds on account of damage to Lots shall be paid to repair the Lots all in accordance with this Section. Any proceeds remaining after defraying such costs shall be retained by the Association.

Section 4. Act or Omission of Owner. No act or omission of any Owner, unless such Owner is acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under any of the policies maintained pursuant to this Section.

Section 5. Subrogation. Each insurer shall waive its right of subrogation under any policy maintained pursuant to Section 1 against each Owner and member of such Owner's household.

Section 6. Other Insurance – Primary Insurance. If, at the time of a loss, there is other insurance in the name of an Owner covering the same risk covered by the Association's policy, the Association's policy shall provide primary insurance.

Section 7. Issuance of Certificates; Cancellation. Any insurer that has issued an insurance policy under Section 1 shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Owner, mortgagee or beneficiary under a deed of trust. Any insurer issuing an insurance policy under this Article may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Owner and each mortgagee or beneficiary under a deed of trust to whom certificates or memoranda of insurance have been issued at their respective last known addresses.

Section 8. By Owners. Each Owner is strongly encouraged to obtain insurance coverage at such Owner's own expense upon the Owner's Living Unit, personal property and for the Owner's personal liability and living expenses, and such other coverage as the Owner may desire. The Association shall not be responsible for maintaining coverage for the contents of the Living Unit, including any personal property contained therein. An Owner may procure insurance to cover any cost of repair or replacement of any Living Unit, which cost is in excess of the proceeds of any insurance available under the Association master policy, including without limitation, the cost of any deductible under the Association master policy.

Section 9. Obligation to Rebuild. Should any Living Unit or other portion of a Lot be damaged or destroyed, the Owner of such Lot shall repair or replace it promptly in accordance with the condition of the Lot immediately prior to the

damage unless (i) the Properties are terminated as a planned community under the provisions of the Planned Community Act, or (ii) repair or replacement would be illegal under any applicable Law. The cost of repair or replacement of any Living Unit in excess of the proceeds of any insurance, including without limitation the cost of any deductible under the Association master policy, is the sole responsibility of the Owner of such damaged Lot.

Any portion of the Common Areas for which insurance is required under Section 1 which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (i) the Properties are terminated as a planned community under the provisions of the Planned Community Act, (ii) repair or replacement would be illegal under any applicable Law, or (iii) the Owners decide not to rebuild by a sixty-seven percent (67%) vote. The cost of repair or replacement of Common Areas in excess of insurance proceeds and reserves is a Common Expense. If any portion of the Common Areas is not repaired or replaced, the insurance proceeds attributable to the damaged Common Areas shall be used to restore the damaged area to a condition compatible with the remainder of the Properties, and the remainder of the proceeds shall be retained by the Association as part of its reserve fund except as otherwise required under the Planned Community Act.

If a Living Unit is not habitable by reason of damage or destruction, the obligation of the Owner to pay assessments shall be not reduced, delayed, abated or suspended pending the rebuilding of the Living Unit in accordance with this Section.

Section 10. Special Assessment for Repair or Reconstruction of Living Unit. After damage or destruction to a Living Unit, such Living Unit may be required to be repaired or replaced to its original condition. In the event the Living Unit is required to be repaired or replaced as provided for in this Section, then in that event, if the cost of repair or replacement of any Living Unit is in excess of the proceeds of any insurance, by reason of deductible or otherwise, then such cost of repair or replacement is the sole responsibility of the Owner of such damaged Lot.

In the event the Owner does not commence with the repair and replacement within six (6) months of the loss, or within such other reasonable time period as the Board may establish in light of the circumstances (but not less than six (6) months from the date of loss), the Association may, but shall not be required to, fund the repair and replacement costs in excess of the insurance proceeds available and the Owner of the Lot benefited therefrom shall pay to the Association all such costs incurred by the Association to the Association. In the event such costs are not paid to the Association from the Owner within thirty (30) days of receipt of the invoice from the Association, such debt shall become an assessment which may be secured with a lien on the Lot as provided for in this Declaration.

2. Article VII, Section 3 is amended by adding the following new language which is underlined and in bold:

Section 3. Destruction by Fire or Other Casualty. If a party wall, roof, foundation, or foundation wall is destroyed or damaged by fire or other casualty, any Owner who has used the structure may restore it, and if the other Owners thereafter make use of the structure, they shall contribute to the cost of restoration thereof **(in excess of any proceeds of insurance maintained by the Association and made available for such restoration)** 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, subject to Article X below.

3. All remaining provisions of the Declaration with the exception of the herein stated amendments shall remain in full force and effect.

[Signature Pages to Follow]

CERTIFICATION OF VALIDITY OF AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WEATHERSFIELD SERVICE GROUP VI

By authority of its Board of Directors, Weathersfield Service Group VI, Inc. hereby certifies that the foregoing instrument has been duly executed by the written signatures of seventy-five percent (75%) of the membership and is, therefore, a valid amendment to the existing Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI.

WEATHERSFIELD SERVICE GROUP VI, INC.

By: William S. O'Call
President

ATTEST:

Robert J. Kelley
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, MARC B. LUTCIVAGE Notary Public of the County and State aforesaid, certify that Robert J. Kelley, personally came before me this day and acknowledged that s/he is Secretary of Weathersfield Service Group VI, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by Robert J. Kelley as its Secretary.

Witness my hand and official stamp or seal, this 25 day of January, ~~2010~~ ²⁰¹¹

Marc B. Lutcivage
Notary Public

MARC B. LUTCIVAGE
Printed Name

My commission expires: 5-26-2014

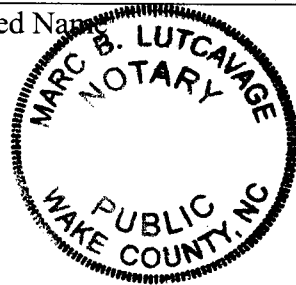


Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

JAMES W. BRYDON 559
(Name of Owner & Address)

(Name of Owner & Address)

J.W. Brydon (SEAL)
(Signature as printed)

_____ (SEAL)
(Signature as printed)

546 RICHARD W. SHAUGHNESSY
(Name of Owner & Address)

Jacqueline B. Castle
(Name of Owner & Address)

Richard W. Shaughnessy (SEAL)
(Signature as printed)

Jacqueline B. Castle (SEAL)
(Signature as printed)

R. KENNETH BENJAMIN #525
(Name of Owner & Address)

BARBARA A. BENJAMIN #525
(Name of Owner & Address)

R. Benjamin (SEAL)
(Signature as printed)

Barbara A. Benjamin (SEAL)
(Signature as printed)

591 ANNE H. ANGERS
(Name of Owner & Address)

591 JOHN W. ANGERS
(Name of Owner & Address)

Anne H. Angers (SEAL)
(Signature as printed)

John W. Angers (SEAL)
(Signature as printed)

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

JANICE B. LISBON-594C
(Name of Owner & Address)

RICHARD A. LISBON 594C
(Name of Owner & Address)

Janice B. Lisbon (SEAL)
(Signature as printed)

Richard A. Lisbon (SEAL)
(Signature as printed)

NANCY KIBBE 594D
(Name of Owner & Address)

(Name of Owner & Address)

Nancy K. Kibbe (SEAL)
(Signature as printed)

(Signature as printed)

Jean Ebert 574
(Name of Owner & Address)

(Name of Owner & Address)

Jean Ebert (SEAL)
(Signature as printed)

(Signature as printed)

KATHERINE LIVAS 572
(Name of Owner & Address)

(Name of Owner & Address)

Katherine Livas (SEAL)
(Signature as printed)

(Signature as printed)

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, MARC B. LUTCAVAGE, a notary public of Wake County, North Carolina, certify that William L. Churchill personally appeared before me this day, and being duly sworn, certified that s/he is not named in the foregoing document and has no interest in the transaction and either (i) witnessed the below-listed principals sign the foregoing document or (ii) witnessed the below-listed principals acknowledge their signature on the already-signed document.

Janice B. Lisbon
(name of owner)

Richard A. Lisbon
(name of owner)

Nancy Kibbe
(name of owner)

Alan Sokolowsky
(name of owner)

Jean Ebert
(name of owner)

Eileen Sokolowsky
(name of owner)

Katherine Livas
(name of owner)

C. Allen Mullinix
(name of owner)

Gary E. Gildersleeve
(name of owner)

Patricia B. Gildersleeve
(name of owner)

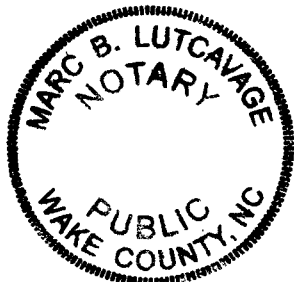
Maureen Graff
(name of owner)

Margaret B. Mullinix
(name of owner)

William L. Churchill
Signature of Witness to persons named above

Witness my hand and official seal, this 25 day of January, ~~2010~~ ²⁰¹¹.

[notary seal]



M-B. JL
Notary Public

MARC B. LUTCAVAGE
Printed Name

My Commission Expires: 5-26-2014

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

Betsy E. Beach 555
(Name of Owner & Address)

(Name of Owner & Address)

Betsy E. Beach (SEAL)
(Signature as printed)

(Signature as printed) (SEAL)

GINNY HEILIGER 539
VIRGINIA HEILIGER
(Name of Owner & Address)

(Name of Owner & Address)

Ginny Heiliger
Virginia Heiliger (SEAL)
(Signature as printed)

(Signature as printed) (SEAL)

534
MARVIN TAURIAINEN
(Name of Owner & Address)

Zana Tauriainen (534)
(Name of Owner & Address)

Marvin Tauriainen (SEAL)
(Signature as printed)

Zana Tauriainen (SEAL)
(Signature as printed)

Benadetta Kenny 531
(Name of Owner & Address)

Donald Kenny
(Name of Owner & Address)

Benadetta Kenny (SEAL)
(Signature as printed)

Donald A. Kenny (SEAL)
(Signature as printed)

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

Kathryn Zinsmeyer
540 Ferrington Past

(Name of Owner & Address)

Kathryn Zinsmeyer (SEAL)
(Signature as printed)

Jack F Zinsmeyer
540

(Name of Owner & Address)

Jack F Zinsmeyer (SEAL)
(Signature as printed)

Pamela Kirkpatrick

(Name of Owner & Address)

Pamela Kirkpatrick (SEAL)
(Signature as printed) 530

(Name of Owner & Address)

(Signature as printed) (SEAL)

JAMES SENO 556

(Name of Owner & Address)

J SENO (SEAL)
(Signature as printed)

EDITA SENO

(Name of Owner & Address)

Edith SENO (SEAL)
(Signature as printed)

STUART H HOKE 536

(Name of Owner & Address)

Stuart H. Hoke (SEAL)
(Signature as printed)

(Name of Owner & Address)

(Signature as printed) (SEAL)

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, MARC B. LUTCAVAGE, a notary public of Wake County, North Carolina, certify that Robert T. Kelley personally appeared before me this day, and being duly sworn, certified that s/he is not named in the foregoing document and has no interest in the transaction and either (i) witnessed the below-listed principals sign the foregoing document or (ii) witnessed the below-listed principals acknowledge their signature on the already-signed document.

Betsy E. Beach
(name of owner)

Kathryn Zinsmeyer
(name of owner)

Ginny Heiliger
Virginia Heiliger
(name of owner)

Jack F. Zinsmeyer
(name of owner)

Marvin Tauriainen
(name of owner)

Pamela Kirkpatrick
(name of owner)

Zana Tauriainen
(name of owner)

James Seno
(name of owner)

Benadetta Kenny
(name of owner)

Edith Seno
(name of owner)

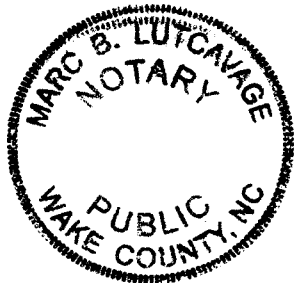
Donald Kenny
(name of owner)

Stuart H. Hoke
(name of owner)

Robert T. Kelley
Signature of Witness to persons named above

Witness my hand and official seal, this 25 day of January, ~~2010~~ ²⁰¹¹.

[notary seal]



M. B. JL
Notary Public

MARC B. LUTCAVAGE
Printed Name

My Commission Expires: 5-26-2014

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

SARA BROWN 549
(Name of Owner & Address)

Sara E Brown (SEAL)
(Signature as printed)

~~_____~~
(Name of Owner & Address)

~~_____~~ (SEAL)
(Signature as printed)

WILLIAM H. WHITE 592
(Name of Owner & Address)

William H. White (SEAL)
(Signature as printed)

DORA B. WHITE 592
(Name of Owner & Address)

Dora B. White (SEAL)
(Signature as printed)

Allen C Smith, III
(Name of Owner & Address)

Allen C Smith (SEAL)
(Signature as printed)

~~_____~~
(Name of Owner & Address)

~~_____~~ (SEAL)
(Signature as printed)

Joseph Muncy 520
(Name of Owner & Address)

Joseph Muncy (SEAL)
(Signature as printed)

Sally Muncy 520
(Name of Owner & Address)

Sally Muncy (SEAL)
(Signature as printed)

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, MARC B. LUTCAVAGE, a notary public of Wake County, North Carolina, certify that William L. Churchill personally appeared before me this day, and being duly sworn, certified that s/he is not named in the foregoing document and has no interest in the transaction and either (i) witnessed the below-listed principals sign the foregoing document or (ii) witnessed the below-listed principals acknowledge their signature on the already-signed document.

Sara Brown
(name of owner)

(name of owner)

William H. White
(name of owner)

(name of owner)

Dora B. White
(name of owner)

(name of owner)

Allen C. Smith, III
(name of owner)

(name of owner)

Joseph Muncy
(name of owner)

(name of owner)

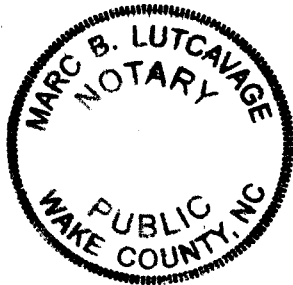
Sally Muncy
(name of owner)

(name of owner)

William L. Churchill
Signature of Witness to persons named above

Witness my hand and official seal, this 25 day of January, ~~2010~~ ²⁰¹¹.

[notary seal]



M. B. Lutcavage
Notary Public

MARC B. LUTCAVAGE
Printed Name

My Commission Expires: 5-26-2014

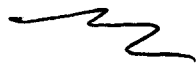


Exhibit A

BOOK 1552 PAGE 0982

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

FREDERICK B. GERVAIS

(Name of Owner & Address)

Frederick B. Gervais (SEAL)
(Signature as printed)

585 WOODSBURY DR.

Bobbie Gervais

(Name of Owner & Address)

Bobbie Gervais (SEAL)
(Signature as printed)

MARY STUNECK

(Name of Owner & Address)

Mary Stunck (SEAL)
(Signature as printed)

558 Jarrington

Gene Stunck

(Name of Owner & Address)

Gene Stunck (SEAL)
(Signature as printed)

Patricia A. Boyze

(Name of Owner & Address)

Patricia A. Boyze (SEAL)
(Signature as printed)

533 Ferrington Rd

(Name of Owner & Address)

(SEAL)
(Signature as printed)

CAROL S. SCHACHNER

(Name of Owner & Address)

Carol S. Schachner (SEAL)
(Signature as printed)

575 WOODBURY

(Name of Owner & Address)

(SEAL)
(Signature as printed)

NORTH CAROLINA

ACKNOWLEDGMENT

Chatham COUNTY

I, Mary D. Pond, a notary public of Wake County, North Carolina, certify that the following persons, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Frederick B. Gervais
(name of owner)

Bobbie Gervais
(name of owner)

Mary Stunek
(name of owner)

Gene Stunek
(name of owner)

Patricia A. Buyze
(name of owner)

Carol S. Schachner
(name of owner)

Betty Jane deSherbinin
(name of owner)

Barbara J. Cornell
(name of owner)

James M. Ott
(name of owner)

Kathy Menkin
(name of owner)

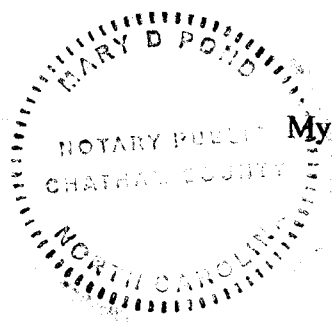
Nancy B. Neuffer
(name of owner)

(name of owner)

Witness my hand and official stamp or seal, this 6th day of November, 2010.

Mary D. Pond
Notary Public

[notary seal]



My Commission Expires: 7-7-2012

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

DIANE MCCLELLAN

(Name of Owner & Address)

Diane Miller (SEAL)

(Signature as printed)

(Name of Owner & Address)

(Signature as printed) (SEAL)

595-E Weathersfield

Armin Hagen
(Name of Owner & Address)

ARMIN HAGEN (SEAL)
(Signature as printed)

James Hagen 524
(Name of Owner & Address)

Jeanne Hagen (SEAL)
(Signature as printed)

Dixon M Raymond 594 E

(Name of Owner & Address)

Dixon M Raymond (SEAL)

(Signature as printed)

Barbara S Raymond 594E
(Name of Owner & Address)

Barbara S. Raymond (SEAL)
(Signature as printed)

Sally A Earnest
(Name of Owner & Address)

Sally A Earnest 541 (SEAL)
(Signature as printed)

(Name of Owner & Address)

(Signature as printed) (SEAL)

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

Q. J. WHALING
(Name of Owner & Address)

Q. J. Whaling (SEAL)
(Signature as printed)

ELIZABETH C WHALING
(Name of Owner & Address)

Elizabeth Whaling (SEAL)
(Signature as printed)

567

Caroline Resnick
(Name of Owner & Address)

Caroline Resnick (SEAL)
(Signature as printed)

(Name of Owner & Address)

_____ (SEAL)
(Signature as printed)

Alberta Kessler 596A
(Name of Owner & Address)

Alberta Kessler (SEAL)
(Signature as printed)

Paul Kessler 596A
(Name of Owner & Address)

Paul Kessler (SEAL)
(Signature as printed)

GWEN FINLAYSON
(Name of Owner & Address)

Gwen Finlayson (SEAL)
(Signature as printed)

(Name of Owner & Address)

_____ (SEAL)
(Signature as printed)

NORTH CAROLINA

ACKNOWLEDGMENT

Chatham COUNTY

I, Mary D. Pond, a notary public of Wake County, North Carolina, certify that the following persons, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Diane McClellan
(name of owner)

Armin Hagen
(name of owner)

Jeanne Hagen
(name of owner)

Dayon M. Raymond
(name of owner)

Barbara S. Raymond
(name of owner)

Sally A. Earnest
(name of owner)

J.S. Whaling
(name of owner)

Elizabeth C. Whaling
(name of owner)

Caroline Resnick
(name of owner)

Alberta Kessler
(name of owner)

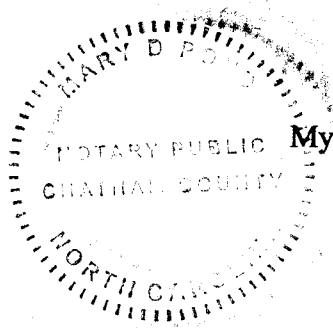
Paul Kessler
(name of owner)

Gwen Finlayson
(name of owner)

Witness my hand and official stamp or seal, this 6th day of November, 2010.

Mary D. Pond
Notary Public

[notary seal]



My Commission Expires: 7-7-2012

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

JENNIE C. JAMES
(Name of Owner & Address)

~~_____
(Name of Owner & Address)~~

529

Jennie C. James (SEAL)
(Signature as printed)

~~_____
(Signature as printed)~~

DORIS E. KEISER
(Name of Owner & Address)

~~_____
(Name of Owner & Address)~~

554

Doris E. Keiser (SEAL)
(Signature as printed)

~~_____
(Signature as printed)~~

JAMES M. PUTNAM
(Name of Owner & Address)
557 Weathersfield

MARIANNA H. DSOLIN-PUTNAM
(Name of Owner & Address)
587 Weathersfield

James M. Putnam (SEAL)
(Signature as printed)

Marianna H. Dsolin-Putnam (SEAL)
(Signature as printed)

NANCY A. CHERNIAK
(Name of Owner & Address)

Robert Cherniak
(Name of Owner & Address)

596B

Nancy A. Cherniak (SEAL)
(Signature as printed)

Robert Cherniak (SEAL)
(Signature as printed)

NORTH CAROLINA

ACKNOWLEDGMENT

Chatham COUNTY

I, Mary D. Pond, a notary public of Wake County, North Carolina, certify that the following persons, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Jennie C. James
(name of owner)

Doris E. Keiser
(name of owner)

James M. Putnam
(name of owner)

Marrianna H. OSOIN-PUTNAM
(name of owner)

Nancy A. Cherniak
(name of owner)

Robert Cherniak
(name of owner)

Barbara Harris
(name of owner)

Warren Ort
(name of owner)

Barbara Gilbert
(name of owner)

William S. Brettman
(name of owner)

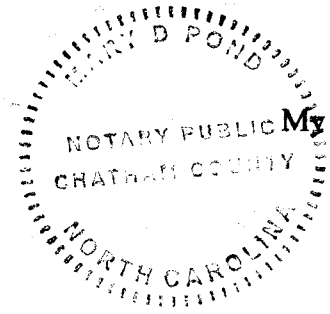
Helia S. Brettman
(name of owner)

Anna M. Coplin
(name of owner)

Witness my hand and official stamp or seal, this 6th day of November, 2010.

Mary D. Pond
Notary Public

[notary seal]



My Commission Expires: 7-7-2012

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

Christine Beh
(Name of Owner & Address)

510 (SEAL)
(Signature as printed)
Christine Beh

[Signature]
(Name of Owner & Address)

[Signature] (SEAL)
(Signature as printed)

VIRGINIA BARTHELME'S
(Name of Owner & Address) 588

V. Bartelme's (SEAL)
(Signature as printed)

RICHARD BARTHELME'S
(Name of Owner & Address)

Richard Bartelme (SEAL)
(Signature as printed)

MICHAEL A. DEELE
(Name of Owner & Address) 563

M. Deele (SEAL)
(Signature as printed)

Cathi L. James
(Name of Owner & Address)

Cathi L. James (SEAL)
(Signature as printed)

Barbara Layton 594A
(Name of Owner & Address)

Barbara Layton (SEAL)
(Signature as printed)

LAWRENCE LAYTON
(Name of Owner & Address)

Lawrence Layton (SEAL)
(Signature as printed)

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

550

TOM FOSTER
(Name of Owner & Address)

NANCY L. FOSTER
(Name of Owner & Address)

Tom Foster (SEAL)
(Signature as printed)

Nancy L. Foster (SEAL)
(Signature as printed)

595-c

Alexander Boychuck
(Name of Owner & Address)

Shirley L. Boychuck
(Name of Owner & Address)

Alexander Boychuck (SEAL)
(Signature as printed)

Shirley L. Boychuck (SEAL)
(Signature as printed)

(Name of Owner & Address)

(Name of Owner & Address)

(Signature as printed) (SEAL)

(Signature as printed) (SEAL)

(Name of Owner & Address)

(Name of Owner & Address)

(Signature as printed) (SEAL)

(Signature as printed) (SEAL)

NORTH CAROLINA

ACKNOWLEDGMENT

Chatham COUNTY

I, Mary D. Pond, a notary public of Wake County, North Carolina, certify that the following persons, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Christine Beh
(name of owner)

Virginia A. Barthelmess
(name of owner)

Richard Barthelmess
(name of owner)

Michael A. Peele
(name of owner)

Cathi L. James
(name of owner)

Barbara Layton
(name of owner)

Lawrence Layton
(name of owner)

Tom Foster
(name of owner)

Nancy L. Foster
(name of owner)

Alexander Boychuck
(name of owner)

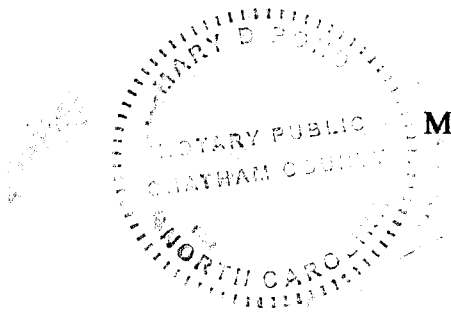
Shirley Boychuck
(name of owner)

[Signature]
(name of owner)

Witness my hand and official stamp or seal, this 6th day of November, 2010.

Mary D. Pond
Notary Public

[notary seal]



My Commission Expires: 7-7-2012

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

Jocan Richardson
(Name of Owner & Address)

Ken Richardson
(Name of Owner & Address)

517

Jocan Richardson (SEAL)
(Signature as printed)

Ken Richards (SEAL)
(Signature as printed)

527

Shirley McLaughlin
(Name of Owner & Address)

JOHN McLAUGHLIN
(Name of Owner & Address)

Shirley McLaughlin (SEAL)
(Signature as printed)

John B. McLaughlin (SEAL)
(Signature as printed)

566

DIANE KROME
(Name of Owner & Address)

(Name of Owner & Address)

Diane Krome (SEAL)
(Signature as printed)

_____ (SEAL)
(Signature as printed)

565

Joseph Kefer
(Name of Owner & Address)

Janet H. Kefer
(Name of Owner & Address)

Joseph Kefer (SEAL)
(Signature as printed)

Janet H. Kefer (SEAL)
(Signature as printed)

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

Barbara Alotis #510
(Name of Owner & Address)

(Name of Owner & Address)

Barbara Alotis (SEAL)
(Signature as printed)

(Signature as printed) (SEAL)

BARBARA BERKE - 595B
(Name of Owner & Address)

JERRY BERKE
(Name of Owner & Address)

Barbara Berke (SEAL)
(Signature as printed)

Jerry Berke (SEAL)
(Signature as printed)

JACIE F WORTH
(Name of Owner & Address)

Jac F. Worth 589
(Name of Owner & Address)

MARILYN R. WORTH (SEAL)
(Signature as printed)

Marilyn F. Worth (SEAL) 589
(Signature as printed)

Gary E Gildersleeve 510
(Name of Owner & Address)

Patricia B Gildersleeve 510
(Name of Owner & Address)

Gary E Gildersleeve (SEAL)
(Signature as printed)

(Signature as printed) (SEAL)

NORTH CAROLINA

ACKNOWLEDGMENT

Chatham COUNTY

I, Mary D. Pond, a notary public of Wake County, North Carolina, certify that the following persons, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Joan Richardson
(name of owner)

Ken Richardson
(name of owner)

Shirley McLaughlin
(name of owner)

John McLaughlin
(name of owner)

Diane Krome
(name of owner)

Joseph Keefer
(name of owner)

Janet H. Keefer
(name of owner)

Barbara Alotis
(name of owner)

Barbara Berke
(name of owner)

Jerry Berke
(name of owner)

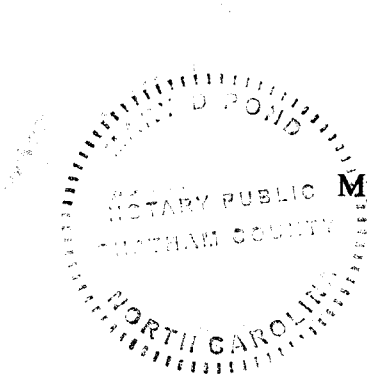
Jack E. Worth
(name of owner)

Marilyn R. Worth
(name of owner)

Witness my hand and official stamp or seal, this 6th day of November, 2010.

Mary D. Pond
Notary Public

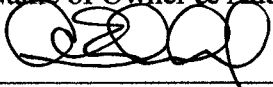
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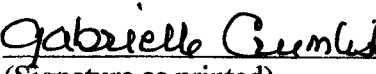


My Commission Expires: 7-7-2012


Exhibit A

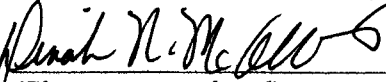
WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

Arthur E. Cronlish
(Name of Owner & Address)
 (SEAL)
(Signature as printed)


Gabrielle Cronlish
(Name of Owner & Address)
 (SEAL)
(Signature as printed)

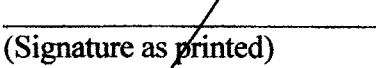
596D

DOUGLAS R. McALLISTER
(Name of Owner & Address)
 (SEAL)
(Signature as printed)

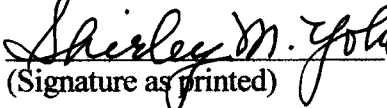
DINAH N. McALLISTER
(Name of Owner & Address)
 (SEAL)
(Signature as printed)

569

VERA G. GRAYE
(Name of Owner & Address)
 (SEAL)
(Signature as printed)

(Name of Owner & Address)
 (SEAL)
(Signature as printed)

548

SHIRLEY M. YOHN
(Name of Owner & Address)
 (SEAL)
(Signature as printed)

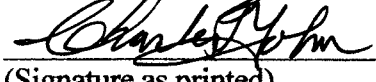
CHARLES YOHN
(Name of Owner & Address)
 (SEAL)
(Signature as printed)

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

~~Kathryn E Zimeyer~~
~~(Name of Owner & Address)~~

~~(Name of Owner & Address)~~

~~Kathryn E Zimeyer (SEAL)~~
~~(Signature as printed)~~
~~540~~

~~(Signature as printed) (SEAL)~~

MARIJANE WHITEMAN
(Name of Owner & Address)

JOHN WHITEMAN
(Name of Owner & Address)

Marijane Whiteman (SEAL)
(Signature as printed)
526

John Whiteman (SEAL)
(Signature as printed)

TERESA M NADOLNY 521
(Name of Owner & Address)

RICHARD NADOLNY 521
(Name of Owner & Address)

Teresa M. Nadolny (SEAL)
(Signature as printed)

Richard Nadolny (SEAL)
(Signature as printed)

WALTER COVESHILL
(Name of Owner & Address)

~~(Name of Owner & Address)~~

Walter Coves Hill (SEAL)
(Signature as printed)
518

~~(Signature as printed) (SEAL)~~

NORTH CAROLINA

ACKNOWLEDGMENT

Chatham COUNTY

I, Mary D. Pond, a notary public of Wake County, North Carolina, certify that the following persons, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Arthur E. Cromlish
(name of owner)

Gabriello Cromlish
(name of owner)

Douglas R. McAllister
(name of owner)

Dinah N. McAllister
(name of owner)

Vera G. Graeye
(name of owner)

Shirley M. Yohn
(name of owner)

Charles Yohn
(name of owner)

Marijane Whiteman
(name of owner)

John Whiteman
(name of owner)

Theresa M. Nadolny
(name of owner)

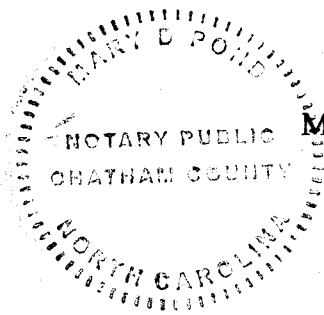
Richard Nadolny
(name of owner)

Walter Coleshill
(name of owner)

Witness my hand and official stamp or seal, this 6th day of November, 2010.

Mary D. Pond
Notary Public

[notary seal]



My Commission Expires: 7-7-2012

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

56/ GEORGIA ANN MAHEMER
(Name of Owner & Address)
Georgia Ann Maher (SEAL)
(Signature as printed)

~~_____
(Name of Owner & Address)

(Signature as printed) (SEAL)~~

#564 MARGARET C. CHURCHILL
(Name of Owner & Address)
Margaret C. Churchill (SEAL)
(Signature as printed)

William L. Churchill #564
(Name of Owner & Address)
William L. Churchill (SEAL)
(Signature as printed)

#535 PATRICIA ANN HOGAN
(Name of Owner & Address)
Patricia Ann Hogan (SEAL)
(Signature as printed)

VAN BURGESS
(Name of Owner & Address)
W. Burgess (SEAL)
(Signature as printed)

543 Robert T. WATKINS Sr
(Name of Owner & Address)
Robert T. Watkins Sr (SEAL)
(Signature as printed)

SARAH K. WATKINS
(Name of Owner & Address)
Sarah K. Watkins
(Signature as printed)

Exhibit A

WHEREFORE, the undersigned have set their hands and seals indicating their consent to the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI:

522

JACK SQUIRE
(Name of Owner & Address)

Glenn Squire
(Name of Owner & Address)

Jack Squire (SEAL)
(Signature as printed)

Glenn Squire (SEAL)
(Signature as printed)

524

ROBERT J. KELLEY
(Name of Owner & Address)

Sandra M. Kelley
(Name of Owner & Address)

Robert J. Kelley (SEAL)
(Signature as printed)

Sandra M. Kelley (SEAL)
(Signature as printed)

509

DORIS FLEXNER
(Name of Owner & Address)

(Name of Owner & Address)

Doris Flexner (SEAL)
(Signature as printed)

_____ (SEAL)
(Signature as printed)

545

THOMAS GALLOWAY
(Name of Owner & Address)

MARY-LOIS GALLOWAY
(Name of Owner & Address)

Thomas Galloway (SEAL)
(Signature as printed)

Mary-Lois Galloway (SEAL)
(Signature as printed)

NORTH CAROLINA

ACKNOWLEDGMENT

Chatham COUNTY

I, Mary D. Pond, a notary public of Wake County, North Carolina, certify that the following persons, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Van Burgess
Georgia Ann Machermer
(name of owner)

Mary-Lois Galloway
Margaret C. Churchill
(name of owner)

Patricia Ann Hogen
(name of owner)

William L. Churchill
(name of owner)

Robert T. Watkins, Sr.
(name of owner)

Sarah K. Watkins
(name of owner)

Jack Squire
(name of owner)

Glenn Squire
(name of owner)

Robert J. Kelley
(name of owner)

Sandra M. Kelley
(name of owner)

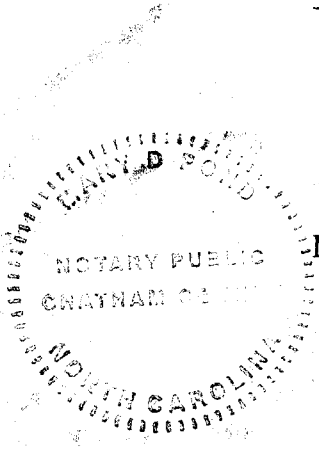
Doris Fleyner
(name of owner)

Thomas Galloway
(name of owner)

Witness my hand and official stamp or seal, this 6th day of November, 2010.

Mary D. Pond
Notary Public

[notary seal]



My Commission Expires: 7-7-2012