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GUILFORD CO, NC FEE \$44.00
PRESENTED & RECORDED:

09-28-2007 04:19:53 PM

JEFF L. THIGPEN
REGISTER OF DEEDS
BY: DEBORAH CITY
ASSISTANT-GB

BK: R 6795

PG: 1086-1096

NORTH CAROLINA
GUILFORD COUNTY

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTHLINE PLACE

P/O
SUN

Document Prepared: Gary R. Wolf, SPARROW WOLF & DENNIS, P.A.

THIS AMENDMENT TO DECLARATION, Made and entered into, effective as of the 24th day of September, 2007, by the undersigned:

WITNESSETH:

WHEREAS, the undersigned own in the aggregate seventy five percent (75%) or more of the total of sixteen (16) lots of Northline Place as shown on Plat Book 86, Page 37 in the Office of the Register of Deeds of Guilford County, North Carolina; and

WHEREAS, seventy-five (75%) or more of the lot owners of Northline Place desire to amend the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), as recorded in **Book 3600, at Page 1781**, of the Guilford County Registry, with respect to Exterior Maintenance obligations; and

WHEREAS Article X, Section 3, of the Declaration provides for the manner of amendment of the said Declaration, and the amendment set forth herein has been and is being duly made in accordance with the procedures set forth for amendment in the Declaration.

NOW, THEREFORE, the undersigned, being seventy-five percent (75%) or more of the sixteen (16) lot owners within Northline Place, do hereby set forth the following amendments to the Declaration:

1. Delete the first sentence of Section 1 of Article V, entitled "Improvements" and insert in lieu thereof the following:

"No building, fence, wall, roof replacement, walk or driveway replacement or other structure or planting or landscaping shall be commenced, erected or maintained upon Lots, nor shall any exterior addition to or change or alteration therein, including, without limitation, any

plantings or landscaping, be made until the plans and specifications showing the 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, or by an architectural committee composed of three (3) or more representatives appointed by the Board.”

2. Delete in its entirety Article VI, Exterior Maintenance, and insert in lieu thereof the following:

“ARTICLE VI

EXTERIOR MAINTENANCE

In addition to all maintenance of and upon the Common Area, the Association shall be responsible for the exterior maintenance of each dwelling and lot, as follows: Painting, repair, care of roofs and roof flashings until replacement by the Owner becomes necessary as set forth below, replacement and care of gutters, downspouts, exterior building surfaces, lawns, and other exterior improvements not specifically excluded below. Such exterior maintenance shall not include glass surfaces or subsurface leakage into basement areas or crawl space. In order to enable the Association to accomplish the foregoing, there is reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: trees, shrubs, driveways and walks. In addition to the foregoing, each Owner shall be responsible for the future replacement of their roof and roof flashings and upon receipt of the notice set forth below the Owner shall assume the responsibility of all future maintenance and replacement. The Architectural Control Committee or the Board of Directors shall, in their sole discretion based upon an inspection by a qualified roofer selected by the Committee or Board, notify each Owner in writing that their roof is in need of replacement and that upon the Owner’s receipt of such written notice the Owner shall be responsible for all future maintenance of the existing roof and any replacement roof.

In the event that the Owner neglects or fails to perform any maintenance, including roof replacement, in a manner consistent with other Lots and dwellings in Northline Place, the Association shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings in Northline Place shall be made by the Board of Directors of the Association, in its sole discretion. In the event the Association performs such exterior maintenance, repair or replacement, the cost of such

maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject. The replacement of any Owner maintained item shall match the original in both quality, appearance and color and shall be subject to compliance with the Architectural Control provisions of Article V requiring written approval as to such replacement.”

Except as specifically amended or necessarily changed hereby, the Declaration as recorded is ratified and affirmed by the undersigned.

IN WITNESS WHEREOF, we, the undersigned, have executed this document under seal all effective as of the day and year first above written

The lot references to the right of the signatures correspond to the Lot(s) owned by the respective owners whose signatures appear to the left of such property references, all of which refer to lots located within Northline Place as referenced above.

<u>Owners</u>	<u>Lot Address</u>
1. <u>Walter W Jackson</u> (SEAL) <u>9 Northline Pl.</u> (Printed Name) <u>Florine Jackson</u> (SEAL) <u>FLORINE JACKSON</u> (Printed Name)	<u>WALTER W. JACKSON</u> Address <u>9 Northline Pl.</u> Subscribing Witness <u>Michael A</u>
2. <u>George A. Frediani</u> (SEAL) <u>GEORGE A. FREDIANI</u> (Printed Name) <u>Barbara A. Frediani</u> (SEAL) <u>Barbara A. Frediani</u> (Printed Name)	<u>4 NORTHLINE PLACE</u> Address <u>Michael A</u> Subscribing Witness
3. _____ (SEAL) _____ (Printed Name) _____ (SEAL) _____ (Printed Name)	_____ Address _____ Subscribing Witness

4. Al Herman (SEAL)
AL HERMAN (Printed Name)

Stil Aer (SEAL)

Sheila Herman (Printed Name)

5. Benjamin Davidowitz (SEAL)

BENJAMIN DAVIDOWITZ (Printed Name)

Rebecca Davidowitz (SEAL)

Rebecca Davidowitz (Printed Name)

6. Ryan K. Tesson (SEAL)

RYAN K. TESSON (Printed Name)

Rebecca J. Tesson (SEAL)

Rebecca J. Tesson (Printed Name)

7. Neal D. Lowrance (SEAL)

Neal D. Lowrance (Printed Name)

Pat Lowrance (SEAL)

Pat Lowrance (Printed Name)

8. Robert D Mackey (SEAL)

Robert D Mackey (Printed Name)

Susan C Mackey (SEAL)

Susan C Mackey (Printed Name)

12 Northline
Address

Michelle A
Subscribing Witness

1 Northline
Address

Michelle A
Subscribing Witness

2 Northline Pl
Address

Michelle A
Subscribing Witness

14 Northline Pl
Address

Michelle A
Subscribing Witness

6 Northline Pl
Address

Michelle A
Subscribing Witness

9. Wm B. Sigmon (SEAL)
Wm B. Sigmon (Printed Name)

Mary P. Sigmon (SEAL)

MARY P. SIGMON (Printed Name)

10. Thomas C Nelson (SEAL)

Thomas C Nelson (Printed Name)

_____ (SEAL)

11. _____ (Printed Name)

Linda F. Phillips (SEAL)

Linda F. Phillips (Printed Name)

_____ (SEAL)

_____ (Printed Name)

12. Doris Tanager (SEAL)

Doris Tanager (Printed Name)

Stanley Tanager (SEAL)

Stanley Tanager (Printed Name)

13. _____ (SEAL)

_____ (Printed Name)

_____ (SEAL)

_____ (Printed Name)

6 Northline P Address

Michelle
Subscribing Witness

8 Northline P
Address

Michelle
Subscribing Witness

3 Northline
Address

Michelle
Subscribing Witness

7 Northline
Address

Michelle
Subscribing Witness

Address

Subscribing Witness

14. _____ (SEAL)

Mildred P. Reynolds, Trustee of the Mildred Reynolds Living Trust, dated March 6, 2003
(Printed Name)

11 Northline Place
Address

Subscribing Witness

15. _____ (SEAL)

Joseph Robinson, Trustee of the Joseph Robinson Living Trust, dated March 3, 2004
(Printed Name)

17 Northline Place
Address

Subscribing Witness

(SEAL)

Evelyn B. Robinson, Trustee of the Evelyn Robinson Living Trust, dated March 3, 2004
(Printed Name)

16. TAKATA RESTRAINT SYSTEMS, INC.(SEAL)

10 Northline Place
Address

By: _____
Name: _____
Title: _____

Subscribing Witness

GUILFORD COUNTY, NORTH CAROLINA

I certify that Michele Grimm personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a named party to the foregoing documents, has no interest in the transaction, signed the foregoing document as a subscribing witness, and either (i) witnessed the principals named below sign the foregoing document or (ii) witnessed the principals named below acknowledge their signatures on the already-signed document:

- 1. Walter W. Jackson and Florine Jackson
- 2. George A. Frediani and Barbara A. Frediani
- 3. _____
- 4. Al Herman and Sheila Herman
- 5. Benjamin Davidowitz and Rebecca Davidowitz
- 6. Ryan K. Tessau and Rebecca J. Tessau
- 7. Neal D. Lowrance and Pat Lowrance
- 8. Robert D. Mackey and Susan C. Mackey
- 9. Wm B. Sigmon and Mary P. Sigmon
- 10. Thomas C. Nelson
- 11. Linda F. Phillips
- 12. Doris Tanger and Stanley Tanger
- 13. _____
- 14. _____
- 15. _____
- 16. _____

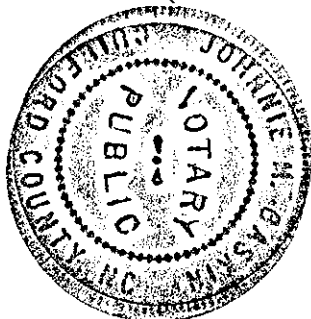
Date: 9-13-07

Johnnie M. Baskin
(official signature of Notary)

Johnnie M. Baskin, Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 6-4-08



Evelyn B Robinson (SEAL)

17 Northline Pl.
Address

Evelyn B. Robinson (Printed Name)

Joseph Robinson (SEAL)

Joseph Robinson (Printed Name)

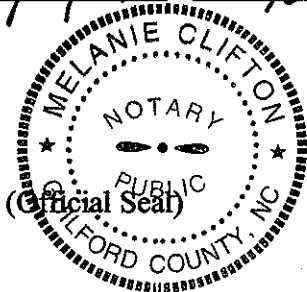
Guilford County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Evelyn & Joseph Robinson

name(s) of principal(s)

Date: 9/21/07

Melanie Clifton
(official signature of Notary)



Melanie Clifton, Notary Public
(Notary's printed or typed name)

My commission expires: 11/25/09

Iola S. Swiggert (SEAL)

15 Northline Rd
Greensboro NC 27410
Address

IOLA S SWIGGERT (Printed Name)

_____ (SEAL)

_____ (Printed Name)

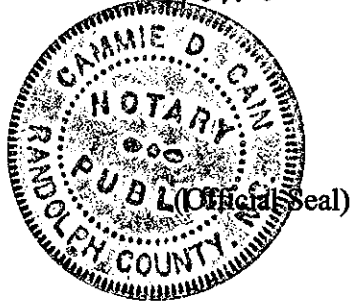
Randolph County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Iola S Swiggert
name(s) of principal(s)

Date: 9/21/07

Cammie D Cain
(official signature of Notary)



Cammie D Cain, Notary Public
(Notary's printed or typed name)

My commission expires: 12/19/09

maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject. The replacement of any Owner maintained item shall match the original in both quality, appearance and color and shall be subject to compliance with the Architectural Control provisions of Article V requiring written approval as to such replacement.”

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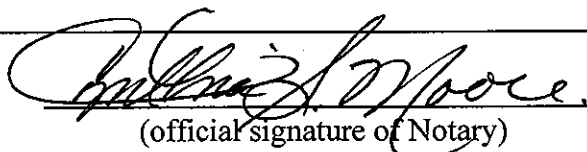
<u>Owners</u>	<u>Lot Address</u>
1. <u>Joanne P. Ward</u> (SEAL) Joanne P. Ward (Printed Name) ____ (SEAL) ____ (Printed Name)	<u>S NORTHLINE PLACE</u> Address <u>[Signature]</u> Subscribing Witness
2. _____ (SEAL) ____ (Printed Name) ____ (SEAL) ____ (Printed Name)	_____ Address _____ Subscribing Witness
3. _____ (SEAL) ____ (Printed Name) ____ (SEAL) ____ (Printed Name)	_____ Address _____ Subscribing Witness

GUILFORD COUNTY, NORTH CAROLINA

I certify that SCOTT LAMBETH personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a named party to the foregoing documents, has no interest in the transaction. signed the foregoing document as a subscribing witness, and either (i) witnessed the principals named below sign the foregoing document or (ii) witnessed the principals named below acknowledge their signatures on the already-signed document:

- 1. JOANNE P. WARD
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____

Date: 09/26/07


(official signature of Notary)

CYNTHIA S. MOORE, Notary Public
(Notary's printed or typed name)

My commission expires: 11-01-07

