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BY: DENISE BOWENS

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GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

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✓  
Pick Up Higgins Benjamin

**FIRST AMENDMENT TO  
AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SOUTHERN GATES TOWNHOMES**

**(Reference Book 7174, Page 735)**

Prepared by John T. Higgins, Jr.  
Higgins Benjamin, PLLC  
PO Box 20570  
Greensboro, NC 27420-0570

**FIRST AMENDMENT TO  
AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SOUTHERN GATES TOWNHOMES**

This First Amendment to Restated Declaration made on the date hereinafter set forth by D. Stone Builders, Inc., existing under the laws of the State of North Carolina with its principal office and place of business being 2904-A Lawdale Dr., Greensboro, North Carolina 27408 hereinafter referred to as "Declarant", and agreed to and consented to by a number of owners of lots located within Southern Gates Townhomes, a plat of which is recorded in Plat Book 178, Page 63.

WITNESSETH:

WHEREAS, Declarant recorded the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Southern Gates Townhomes in Book 7174, Page 735 of the Guilford County Registry (herein after referred to as the "Declaration") with said instrument encompassing all of Tract 1 and Tract 2 of Southern Gates Townhomes, a plat of which is recorded in Plat Book 178, Page 63 of the Guilford County Registry (hereinafter referred to as the "Subject Property"); and

WHEREAS, **Article VI** of the Declaration entitled "Maintenance of Common Elements, Other Maintained Improvements and Lots" was recorded with portions of it having been misplaced; and

WHEREAS, **Article XII, Section 3** of the Declaration entitled "Amendment and Termination" contains in part the following language:

"This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein; however, until December 31, 2020 any such amendment must be consented to by the Declarant. Any amendment or termination of this Declaration must be approved by the governmental body having jurisdiction of the watershed regulations governing the Properties solely for the purpose of assuring that any Wet Detention Pond together with those facilities associated with it shall continue to be properly maintained, and must be properly recorded in the Guilford County Registry to be effective and enforceable."

WHEREAS, the undersigned parties identified as the "Lot Owners" represent at a minimum sixty-seven percent (67%) of the "Lot Owners" as required by **Article XII, Section 3** of the Declaration.

NOW, THEREFORE, the undersigned parties hereby amend the Declaration and declares as follows:

- I. The second version of page 13 of the Declaration as it appears on Book 7174, Page 752 of the Guilford County Registry shall be deemed to be eliminated in its entirety and **Article VI** of the Declaration entitled "Maintenance of Common Elements, Other Maintained Improvements and Lots" shall be restated in full as follows:

“ARTICLE VI  
Maintenance of Common Elements, Other Maintained  
Improvements and Lots

Section 1     Maintenance To Be Performed by the Association. The Association shall maintain the Common Elements and shall maintain the grounds of each Lot (exclusive of any area of a Lot located within a fenced-in area) which is subject to assessments hereunder as follows: mow, seed and fertilize all grassed areas; mulch, remove dead or diseased trees or shrubs; replace dead or diseased trees or shrubs; prune all trees or shrubs; maintain any other landscaped areas and do such other things as the Association determines is necessary to maintain the Common Elements and the grounds of each Lot in an attractive and well-kept condition. The Association shall also perform, maintenance of water and sewer mains in and upon the Common Elements that are not publicly maintained; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority; roadway medians and islands (including medians and islands located in dedicated, public rights-of-way within the Properties), if any; drives and parking areas within the Common Elements; the maintenance of dams and ponds, including retention or Wet Detention Ponds, or other bodies of water, if any, located within the Common Elements; the maintenance of any underground storm water filtering devices using Best Management Practices as directed by the governmental office having jurisdiction for watershed protection; the maintenance of entrance ways, landscaping, sidewalks and lighting of Common Elements, and entrance ways; maintaining and repairing any streetlights erected by the Association or the Declarant in the rights-of-way of streets (whether public or private) or in any other easement.

In addition, the Association shall (a) maintain the steps and stoops (including the foundation of such steps and stoops) located at the primary entrance to each Dwelling; provide maintenance for portions of the exterior of each Dwelling, as follows: paint, repair, replace and care of roofs, gutters, down spouts, exterior building surfaces including the siding, but excluding glass surfaces, window screens, porch screens and door screens, doors, storm doors, garage doors, fences, steps and stoops not located at the primary entrance (along with the foundations of such steps and stoops), window frames and sashes and structural components of Dwellings other than the roofs and siding; (b) maintain, repair and replace as needed all waterlines serving a Dwelling and all sanitary sewer lines serving the Dwelling which are located on the Common Elements or Limited Common Elements; and (c) maintain all entrances to the Properties. Such exterior maintenance shall not include the exterior maintenance to be performed by the Owners as provided in **Section 3** of this Article below. In the event the need for any maintenance, repair or replacement required hereunder to be performed by the Association is caused through the willful or grossly negligent act of the Owner, his family, guests or invitees, 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 Owner of any Lot may plant flowers, shrubbery or trees on his Lot only with the prior written consent of the Association, as provided herein in **Section 3** of **Article VII**. No such plantings by an Owner shall reduce the assessment payable by the Owner to the Association.

Regarding responsibilities of the Association and Owners relating to wood destroying insects and organisms see **Section 3** of this **Article VI**.

Section 2     Association’s Standard of Maintenance. The Association shall perform its

maintenance obligations under this Declaration in a reasonable manner and on a reasonable basis as shall be determined by the Board, in the exercise of its discretion.

**Section 3** Owners' Maintenance Responsibilities. Each Owner shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all portions of the Owner's Lot and the improvements located thereon exclusive of those portions that are the duty and obligation of the Association as expressly provided in **Section 1** of this Article. Accordingly, each Owner shall be liable and responsible for the maintenance, repair and replacement, as the case may be of any steps and stoops (including their foundations) other than the steps and stoops located at the primary entrance to their Dwelling, the interior of the Dwelling, glass surfaces, window screens and door screens, doors, storm doors, garage doors, steps, fences, foundations (including those for stoops and porches abutting a Dwelling whether located on an Owner's Lot or on Common Elements or Limited Common Elements), window frames and sashes, patios and decks abutting their Dwelling (whether located on their Lot or deemed to be Limited Common Elements), air conditioning and heating equipment of the Dwelling and structural components of Dwellings other than the roofs and siding. Except as provided in **Section 1** of this Article above, each Owner also shall maintain, repair and replace all utility lines, fixtures and/or their connections located on Owner's Lot which are required to provide water, light, power, telephone, cable television, sewage and sanitary service to his or her Lot which are not publicly maintained, and all flower boxes, water faucets, and exterior lights and flood lights located on his Dwelling and all landscaping located within any fenced in area of his Lot. Owners may also be required to maintain and repair any improvements located on their Lot if (i) the improvements are located within a fenced area of the Lot or within an enclosed Limited Common Element; or (ii) the original installation of such improvements were to have been subjected to the approval of the Architectural Control Committee and such approval was so conditioned upon that requirement of the Owner or the Owner's predecessor(s).

Declarant will have had the Dwelling on each Lot pre-treated for prevention of infestation by wood destroying insects and organisms as required by the building code for the State of North Carolina. Such treatment will be accompanied by a one year guarantee from the company performing the treatment. After the initial one year period, the Association shall provide for the annual inspection of all Dwellings. Such inspections shall be provided by a company licensed by the State of North Carolina to perform such services. However, in the event of any infestation to a Dwelling by termites or other wood destroying insects or organisms the Owner shall be responsible for having the infestation treated by a company licensed by the State of North Carolina to perform such services within twenty-one (21) days of the discovery of such infestation, and the Owner shall be responsible for repairing the damage resulting from such infestation. In the event the Owner fails to have any such infestation treated as provided herein and within such twenty-one (21) day period, the Association may provide such treatment without further notice to the Owner, and all costs incurred by the Association in providing such treatment, plus a service charge of twenty percent (20%) of such costs, shall be added to the annual assessment for such Lot and subject such Lot to the lien rights described in **Article IV** herein. In such circumstances the Owner shall remain responsible for having any damage resulting from the infestation repaired.

In the event that an Owner neglects or fails to provide any such maintenance to the exterior of his Dwelling as prescribed herein in a manner consistent with other Lots and Dwellings within the Property, the Association may provide such maintenance, and all costs incurred by the Association in providing such maintenance, plus a service charge of twenty percent (20%) of such costs, shall be added to the annual assessment for such Lot and subject such Lot to the lien rights described in **Article IV**; provided, however, with the exception of the treatment for the infestation to a Dwelling by termites or other wood destroying

insects or organisms as provided in the preceding paragraph, that the Association shall first give notice to the Owner of the specific items of 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 within the Property shall be made by the Executive Board of the Association, in its sole discretion.

**Section 4** Easement To Perform Maintenance. In order to enable the Association to accomplish the foregoing, there is hereby 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.

**Section 5** Owner's Standard of Maintenance. Lot Owners shall perform their repair, maintenance and upkeep obligations under this Declaration in accordance with Architectural Guidelines and/or Community Standards for the Properties, as they may be promulgated from time to time, and in a reasonable and prudent manner to a standard harmonious with other Lots in The Properties.

**Section 6** Owner's Negligence. In the event that the need for maintenance, repair or replacement required to be performed by the Association on a Dwelling is caused through the willful or grossly negligent act of the Owner, his or her family, guest or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot attending a strike, civil commotion, aircrafts, vehicles and smoke, as the foregoing are typically defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement or repairs shall be added and become a part of the assessment to which such Lot is subject.

In the event that the need for maintenance, repair or replacement required to be performed by the Association on any portion of the Common Elements or Limited Common Elements is caused through the willful or grossly negligent act of the Owner, his or her family, guest or invitees the cost of such maintenance, replacement or repairs shall be added and become a part of the assessment to which such Owner's Lot is subject."

II. **Article XII, Section 3** of the Declaration entitled "Amendment and Termination" shall be restated in full as follows:

**Section 3** Amendment and Termination. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration shall be terminated, if during the 20th year of such initial period or during the 10th year of any successive automatic extension period, there is an agreement to such effect among Lot Owners of Lots to which at least eighty percent (80%) of the votes in the Association are allocated pursuant to the Planned Community Act as amended; however, during the Declarant's Development Period, this Declaration may not be amended or terminated without Declarant's consent as recorded in the Guilford County Registry, and no right conferred on the Declarant herein may be modified or amended without Declarant's consent as recorded in the Guilford County Registry. Notice of the termination of the Declaration must be signed by the President of the Association, attested to by the Secretary of the Association, and properly recorded in the Guilford County Registry.

Except as to amendments that Declarant is authorized to make unilaterally as provided herein, this

Declaration may be amended by an instrument signed by the President of the Association, attested to by the Secretary of the Association, and properly recorded in the Guilford County Registry (the "Amendment"). Such Amendment shall certify and confirm that (i) after proper notification a duly convened meeting of the Members was held; (ii) at such meeting a proper quorum was present; (iii) the Amendment to the Declaration was approved in writing by not less than sixty-seven percent (67%) of the Lot Owners; and (iv) evidence of such approval of the proposed Amendment appears in the Minute Book of the Association. It is further provided that no amendment to the Declaration shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein; however, until December 31, 2020 any Amendment must be consented to by the Declarant. For the purposes of this **Section 3**, annexation by the Declarant of "Additional Property" (as defined in the next succeeding **Section 4**) and/or an amendment or modification of the Declaration as provided in the next succeeding **Section 4** shall not be deemed to be an amendment to the Declaration."

Except as expressly modified and amended herein the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be duly executed as of \_\_\_\_\_, 2017. The signatures of Lot Owners commencing on page 5 of this instrument represent a minimum of 67% of the Membership in the Southern Gates Townhomes Homeowners Association, Inc.


**Lot Owners:**

Owner's Signature

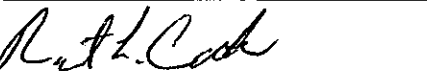
Brief Lot Description

  
MICHAEL R GILLIS


Lot 2607, Ph Southern, PBk Gates Dr., P \_\_\_\_\_

  
MARK BLACKMON

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_  
Lot 2610, Ph Southern, PBk Gates, P Dr.

  
ROBERT L. COOK, TRUSTEE

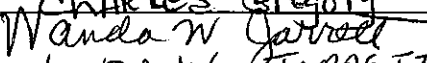
Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_  
Lot 2004, Ph Southern, PBk Gates, P Court

  
RAY ROSENDO

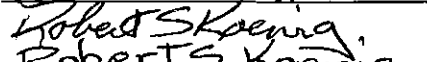
Lot 2601, Ph Southern, PBk Gates, P Dr.

  
CHARLES GREGORY

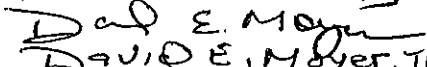
Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_  
Lot 2614, Ph Southern, PBk Gates, P Dr.

  
WANDA W. JARRETT

Lot 8, Ph 2618, PBk Southern, P Gates, P Dr.

  
ROBERT S. KOENIG

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_  
Lot 2611, Ph Southern, PBk Gates, P Dr.

  
DAVID E. MOYER, TRUSTEE

Lot 2617, Ph Southern, PBk Gates, P Dr.

Mary Haggerty

Mary Haggerty

Ed Hardie

Jim Winney

Linda M. Rothlein  
Linda M. Rothlein

Amy Holmes  
Amy Holmes

MICHAEL LEE  
TRUSTEE

2612 Southern Gates Dr.  
Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

2632 Southern Gates Dr.  
Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

2609 Southern Gates Dr.  
Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Southern Gates CT  
Lot 2000, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Southern Gates DR  
Lot 2603, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Southern Gates DR  
Lot 2628, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

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Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Beth Backstrom

2622 Southern Gates Dr.  
Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Beth Backstrom

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

James W. Parker

2600 Southern Gates Dr.  
Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

James W. Parker

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Alice Kunka

2606 Southern Gates Dr.  
Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Alice Kunka

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Dublin Kunka, TRUSTEE

2624 Southern Gates Dr.  
Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Debbie Linberry

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Debra Frederick

2605 Southern Gates Dr.  
Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

DEBRA FREDERICK, TRUSTEE



Declaration may be amended by an instrument signed by the President of the Association, attested to by the Secretary of the Association, and properly recorded in the Guilford County Registry (the "Amendment"). Such Amendment shall certify and confirm that (i) after proper notification a duly convened meeting of the Members was held; (ii) at such meeting a proper quorum was present; (iii) the Amendment to the Declaration was approved in writing by not less than sixty-seven percent (67%) of the Lot Owners; and (iv) evidence of such approval of the proposed Amendment appears in the Minute Book of the Association. It is further provided that no amendment to the Declaration shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein; however, until December 31, 2020 any Amendment must be consented to by the Declarant. For the purposes of this Section 3, annexation by the Declarant of "Additional Property" (as defined in the next succeeding Section 4) and/or an amendment or modification of the Declaration as provided in the next succeeding Section 4 shall not be deemed to be an amendment to the Declaration."

Except as expressly modified and amended herein the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be duly executed as of October 5, 2017. The signatures of Lot Owners commencing on page 5 of this instrument represent a minimum of 67% of the Membership in the Southern Gates Townhomes Homeowners Association, Inc.

**Lot Owners:**

Owner's Signature

*Gracie W. Maynard*

Brief Lot Description

Lot 22, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

Lot \_\_\_\_\_, Ph \_\_\_\_\_, PBk \_\_\_\_\_, P \_\_\_\_\_

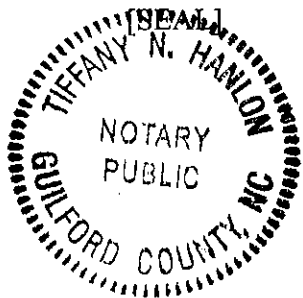


STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned, a Notary Public of the above county and state, do hereby certify that the following persons, identified by driver's license, personally appeared before me on the 12th day of October, 2017, and acknowledged that each of them voluntarily signed the forgoing instrument for the purpose(s) stated therein and in the capacity indicated.

Michael R. Gillis  
Mark Blakeman  
Robert C. Cook, Trustee  
Ray Rosario  
Charles F. Gregory  
Wanda W. Jarrett  
Robert Koenig  
David E Moyer, Trustee  
Mary Haggerty  
Ed Hardie

Jim Lenney  
Linda M. Rothlein  
Amy Holmes  
Michael Lee, Trustee  
Beth Blackstrom  
James W. Parker  
Alicc Kunka  
Debbie Lineberry, Trustee  
Debra Frederick, Trustee

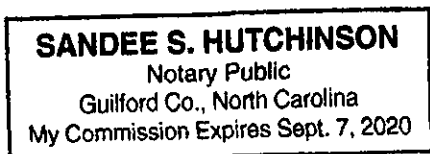


Tiffany N. Hanlon  
TIFFANY N. HANLON Notary Public  
[Print name of notary public]

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned, a Notary Public of the above county and state, do hereby certify that Linda W. Maynard, personally appeared before me this 5 day of October, 2017 and acknowledged [or each acknowledged, if more than one] that he and/or she voluntarily signed the forgoing instrument for the purpose(s) stated therein and in the capacity indicated.

[SEAL]



Sandee S. Hutchinson  
Sandee S. Hutchinson, Notary Public  
[Print name of notary public]

My Commission Expires: 9-7-2020

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned, a Notary Public of the above county and state, do hereby certify that \_\_\_\_\_, personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 and acknowledged [or each acknowledged, if more than one] that he and/or she voluntarily signed the forgoing instrument for the purpose(s) stated therein and in the capacity indicated.

[SEAL]

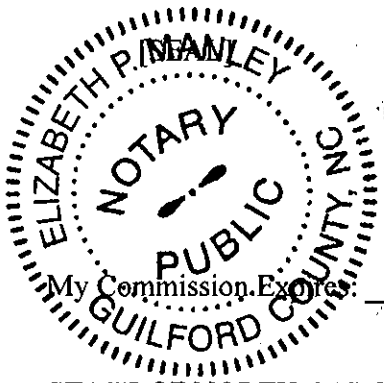
\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
[Print name of notary public]

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned, a Notary Public of the above county and state, do hereby certify that Garry Comer, personally appeared before me this 6<sup>th</sup> day of October, 2017 and acknowledged [or each acknowledged, if more than one] that he and/or she voluntarily signed the forgoing instrument for the purpose(s) stated therein and in the capacity indicated.

Elizabeth P. Manley  
Elizabeth P. Manley, Notary Public  
[Print name of notary public]

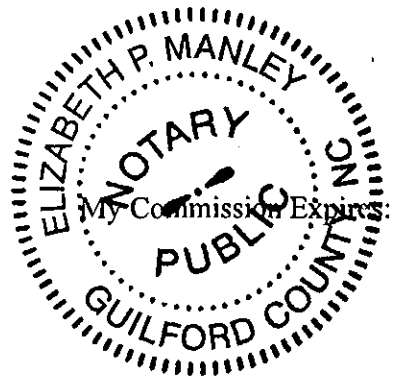


STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned, a Notary Public of the above county and state, do hereby certify that Nadine Comer, personally appeared before me this 6<sup>th</sup> day of October, 2017 and acknowledged [or each acknowledged, if more than one] that he and/or she voluntarily signed the forgoing instrument for the purpose(s) stated therein and in the capacity indicated.

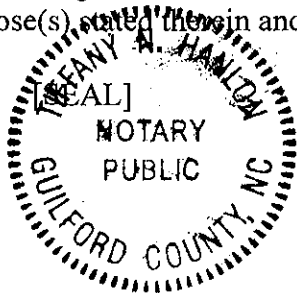
Elizabeth P. Manley  
Elizabeth P. Manley, Notary Public  
[Print name of notary public]

[SEAL]



STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned, a Notary Public of the above county and state, do hereby certify that SEE ATTACHED PL 5814 (NCDL), personally appeared before me this 12th day of OCTOBER, 2017 and acknowledged ~~[or each acknowledged, if more than one]~~ that he and/or she voluntarily signed the forgoing instrument for the purpose(s) stated therein and in the capacity indicated.



Tiffany A. Hanlon  
Tiffany Hanlon, Notary Public  
[Print name of notary public]

My Commission Expires: 6/11/18

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned, a Notary Public of the above county and state, do hereby certify that \_\_\_\_\_, personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 and acknowledged ~~[or each acknowledged, if more than one]~~ that he and/or she voluntarily signed the forgoing instrument for the purpose(s) stated therein and in the capacity indicated.

[SEAL]

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
[Print name of notary public]

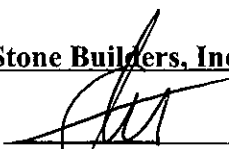
My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
GUILFORD COUNTY

**CONSENT**

D Stone Builders, Inc. (hereinafter referred to as the "Declarant"), the undersigned does hereby acknowledge its consent as the Declarant of this First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Southern Gates Townhomes.

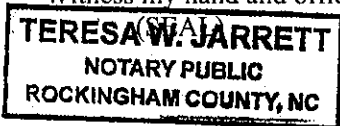
**D. Stone Builders, Inc.**

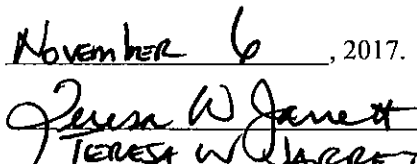
By:   
Dwight D. Stone, President

STATE OF NORTH CAROLINA  
COUNTY OF ROCKINGHAM

I, the undersigned Notary Public, do hereby certify that DWIGHT D STONE personally came before me this day and acknowledged that (s)he is \_\_\_\_\_ President of D. Stone Builders, Inc. and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its \_\_\_\_\_ President as the consenting Declarant.

Witness my hand and official seal, this November 6, 2017.



  
TERESA W JARRETT Notary Public  
[Print name of Notary]

My Commission Expires: 3/1/2021