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**GUILFORD COUNTY, NC**

**JEFF L. THIGPEN**  
REGISTER OF DEEDS

NC FEE \$26.00

WHS

Prepared by and Mail to: Margaret M. Chase, Ruby Chase Taliercio  
111 Wilson Street, Greensboro, NC 27401-1818

NORTH CAROLINA

GUILFORD COUNTY

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

THIS AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTHERN GATES TOWNHOMES (the "Declaration") is made this the 7<sup>th</sup> day  
of May, 2025 by Southern Gates Townhomes Homeowners Association, Inc. (the  
"Association").

**WITNESSETH THAT**

WHEREAS, by the following instrument recorded in the Guilford County  
Registry, the Declarant, D. Stone Builders, Inc., subjected SOUTHERN GATES  
TOWNHOMES (the "Property") to the following Amended and Restated Declaration of  
Covenants, Conditions and Restrictions and amendments to the same:

1. Deed Book 7174, Page 735 and
2. Deed Book 8006, Page 2623.

WHEREAS, the Declaration applies to and runs with the land described in the  
Plat Book and Page of the Guilford County Register of Deeds, including the following:

1. Plat Book 178, Page 63;
2. Plat Book 178, Page 99;
3. Plat Book 179, Page 97;
4. Plat Book 180, Page 108;
5. Plat Book 180, Page 109;

6. Plat Book 181, Page 125;
7. Plat Book 181, Page 129;
8. Plat Book 182, Page 128;
9. Plat Book 184, Page 38;
10. Plat Book 184, Page 105;
11. Plat Book 185, Page 53;
12. Plat Book 186, Page 45;
13. Plat Book 186, Page 46;
14. Plat Book 186, Page 78;
15. Plat Book 187, Page 18;
16. Plat Book 187, Page 124;
17. Plat Book 188, Page 16;
18. Plat Book 188, Page 47;
19. Plat Book 188, Page 81;
20. Plat Book 188, Page 95;
21. Plat Book 189, Page 124; and
22. Plat Book 190, Page 129;

WHEREAS, Article XII, Section 3 of the Declaration provides, in part, as follows:

“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. 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 Books of the Association.”

WHEREAS, N.C.G.S. §55A-7-08 provides, in part as follows:

“Any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting by written ballots or electronic voting” and “approval by written ballot or electronic voting, or both, pursuant to this section shall be valid only when the number of votes cast by written ballot or electronic voting, or both, equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the same total of votes were cast.”

WHEREAS, written consent has been obtained from at least sixty-seven percent (67%) of the Lot owners. The instrument containing said signatures may be found among the books, records and minutes of the Association. The Officers of the Association executing this Amendment have certified that the requisite owner approval has been obtained; said Certification can be found attached hereto as Exhibit A.

NOW THEREFORE, the Declaration shall be amended as follows:

A new Article IX: Use Restrictions, Section 17, Leases on Lots and Limitations on Rental Property, shall be added as follows:

**Section 17. Leases on Lots and Limitation on Rental Property.**

Notwithstanding any other provisions of the Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations of the Association, the only persons, or legal entities, authorized to lease property within the Association shall be those that are currently engaged in an owner-occupied lease agreement or in a lease agreement prior to the recording of this Amendment. These persons or legal entities entitled to rent or lease property within the Association shall be hereinafter called "Eligible Owners." Eligible Owners shall be permitted to rent and lease the Lot that is subject to a lease agreement prior to the recording of this Amendment, subject to other restrictions set forth in the Declaration, as amended, until the expiration of said existing lease. Any existing lease with an Eligible Owner shall not be amended to extend the current term once any renewal clause has expired.

Any Lease Agreement between an Eligible Owner and a lessee for the lease of such Eligible Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease.

All Eligible Owners that rent or lease their Lot shall register such rental information with the Board of Directors for the Association providing the name and address of the owner(s) of the property, the names of all tenants leasing the property, and the starting date and ending date of the rental or lease term.

Owners that acquire title to property within the Association after the date of the recording of this Amendment shall not be permitted to rent or lease property within the Association. It is understood and acknowledged that, eventually, through the expiration of existing leases and the sales of property within the Association, the number of properties available to be rented or leased by owners within the Association will decrease and ultimately, once all of the properties within the Association are sold to third parties, no owner will be authorized to rent or lease their property.

This the 7<sup>th</sup> day of May, 2025.

Southern Gates Townhomes Homeowners Association, Inc.

By: Charles F. Gregory  
President, Southern Gates Townhomes Homeowners  
Association, Inc.

ATTESTED:

Julia Wilson  
Secretary, Southern Gates Townhomes Homeowners Association, Inc.

I, Julia Wilson, Secretary of Southern Gates Townhomes Homeowners Association, Inc. certify that Charles Gregory acknowledged that s/he is the President of Southern Gates Townhomes Homeowners Association, Inc., a corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand this the 7<sup>th</sup> day of May, 2025.

Julia Wilson  
Secretary, Southern Gates Townhomes  
Homeowners Association, Inc.

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned Notary Public, do hereby certify that Charles Gregory personally appeared before me this day and acknowledged that s/he is the President of Southern Gates Townhomes Homeowners Association, Inc., and that s/he has executed the foregoing instrument as its President.

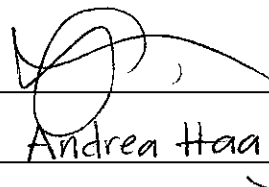
WITNESS my hand and official stamp or seal, this 7 day of May, 2025.

My Commission Expires:

11-12-28

Notary Public

Printed Name: Andrea Haag



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STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned Notary Public, do hereby certify that Julia Wilson personally appeared before me this day and acknowledged that s/he is the Secretary of Southern Gates Townhomes Homeowners Association, Inc., and that s/he has executed the foregoing instrument as its Secretary.

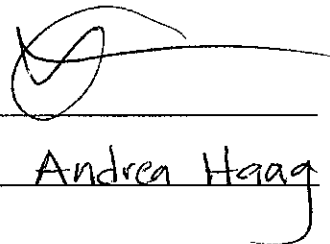
WITNESS my hand and official stamp or seal, this 7 day of May, 2025.

My Commission Expires:

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Notary Public

Printed Name: Andrea Haag



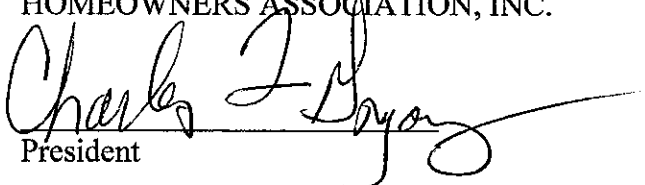
**EXHIBIT A**

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

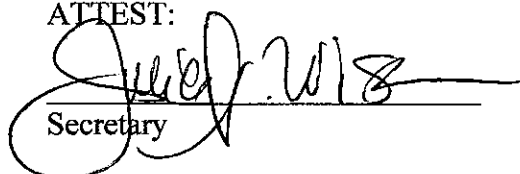
By authority of its Board of Directors, Southern Gates Townhomes Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly adopted by a written agreement approved in writing by not less than sixty-seven percent (67%) of the Lot Owners in the Association and is, therefore, a valid amendment to the existing Amended and Restated Declaration of Covenants, Conditions and Restrictions Southern Gates Townhomes.

This the 7 day of May, 2025.

SOUTHERN GATES TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

  
President

ATTEST:

  
Secretary