

02784

FILED FOR REGISTRATION
 JUNE 19, 2014 4:19 PM
 DATE TIME
 AND RECORDED IN BOOK 960 PAGE 758
 M. BRENT SHOAF, REGISTER OF DEEDS
 DAVIE COUNTY, NC
 BY Robin K. Voyles
 ASSISTANT

EW
 STATE OF NORTH CAROLINA
 COUNTY OF DAVIE

FIRST AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR THE SUMMER HILL FARM SUBDIVISION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUMMER HILL FARMS SUBDIVISION (the "First Amendment") is made this 13 day of June 2014 by Williams Development Group, Inc. (the "Declarant").

RECITALS

WHEREAS, AM & JW Holdings, LLC, (the "Developer") executed and recorded that certain Declaration of Covenants, Conditions, and Restrictions for the Summer Hill Farms Subdivision recorded in Book 824, Page 352, Davie County Register of Deeds (the "Declaration") with respect to certain real property collectively referred to as the Summer Hill Farms Subdivision, and further described in Plat Book 10, Pages 223-224, and Deed Book 730, Pages 917 and 921, Davie County Register of Deeds (the "Property").

WHEREAS, the Developer granted a Deed of Trust (the "Deed of Trust") to Capital Bank, N.A., successor in interest by merger with Southern Community Bank and Trust (the "Bank") that encumbered the Property subject to the Declaration together with all rights associated with the Property.

WHEREAS, the Bank properly completed the Foreclosure Proceeding, entitled 13-SP-134, of the Property pursuant to the rights conferred to the Bank in the Deed of Trust.

WHEREAS, pursuant to that certain North Carolina Substitute Trustee's Deed recorded in Book 953, Page 108, Davie County Register of Deeds (the "Substitute Trustee's Deed"), the Bank received any and all Declarant Rights allowed under the Declaration.

WHEREAS, pursuant to that certain North Carolina Special Warranty Deed recorded in Book 956, Page 1028, Davie County Register of Deeds (the "Deed"), all the Property was conveyed to the Declarant, along with any and all Declarant Rights allowed under the Declaration.

Return: Castner Law Office
3440 Tarringdon Way, Ste. 306
Charlotte, NC 28277

WHEREAS, pursuant to ARTICLE IX, General Provisions, Section 6. Amendment, of the Declaration, the Declarant is authorized to unilaterally amend the Declaration during the Period of Declarant Control "for any other purpose so long as said amendment is not inconsistent with the common plan or scheme of development."

WHEREAS, the Declarant wishes to amend the Declaration during the Period of Declarant Control.

NOW THEREFORE, the Declarant amends the Declaration as follows:

1. The foregoing recitals are true and incorporated herein. Unless otherwise defined herein, all capitalized terms in this First Amendment shall have the respective meanings ascribed to them in the Declaration.
2. ARTICLE V, ARCHITECTURAL CONTROL, Section 2, Restriction on Use and Rights of the Association and Owners, (c) Minimum Square Footage., (i) and (ii), shall be deleted and replaced with the following provision:
 - a. "(i) Any dwelling built on the Property must contain a minimum of 2,000 square feet of heated living area, regardless of the number of stories included within the home."
3. ARTICLE V, ARCHITECTURAL CONTROL, Section 2, Restriction on Use and Rights of the Association and Owners, (f) Other Prohibitions or Requirements., (vi), shall be deleted and replaced with the following provision:
 - a. "(vi) All mailboxes shall be uniform in nature throughout the community. The initial cost of the mailbox, including installation, shall be borne by the builder."
4. ARTICLE V, ARCHITECTURAL CONTROL, Section 2, Restriction on Use and Rights of the Association and Owners, (p) Garages and Outbuildings., shall be deleted and replaced with the following provision:
 - a. "(p) Garages and Outbuildings. Garages must be fully enclosed. Any detached garage must be approved by the Committee. No carports shall be allowed. As part of the plan submitted to the Committee for approval it will be determined whether garage doors may face the front elevation or whether side entrance is required. All outbuildings must be approved by the Committee. No metal outbuildings will be allowed."
5. ARTICLE V, ARCHITECTURAL CONTROL, Section 2, Restriction on Use and Rights of the Association and Owners, (s) Exteriors., shall be deleted and replaced with the following provision:
 - a. "(s) Exteriors. No portion of any building erected on any property shall have exposed concrete blocks on the exterior. The materials for all sides of each building shall be hardboard siding, vinyl siding, brick, stone, or a combination of these finishes. Temporary seasonal exterior decorations shall not require prior approval of the Board of Directors (or Committee), but if any such decorations are determined, in the sole discretion of the Board of Directors (or Committee), to be distasteful or otherwise

disruptive of the aesthetics or visual harmony of the community, such decorations shall be promptly and permanently removed upon the request of the Board of Directors (or Committee). Should an Owner fail or refuse to so remove the offensive decoration(s), the Association may effectuate such removal. To that end, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times for such purpose, and the cost for any such removal shall be added to become a part of the assessment to which such Lot is subject. In no event shall season decorations be displayed upon a Lot more than four (4) weeks before and two (2) weeks after the holiday or event with which such decorations are associated.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the aforesaid Declaration shall remain as stated.

IN WITNESS WHEREOF, Williams Development Group, LLC, has caused this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for the Summer Hills Subdivision to be executed this 13 day of June, 2014.

Williams Development Group, LLC

[Signature]
By: Stephen T. Williams
Manager

I, Honey Kimber, Notary Public in and for said County and State, certify that Stephen Williams personally came before me this day and acknowledged that he/she is the President of Williams Development a _____ nonprofit corporation, and that he/she, as President, being authorized to do so, execute the foregoing instrument on behalf of the company for the purposes therein expressed. Witness my hand and official seal, this the 13th day of June, 2014

My commission expires July 1, 2018

[Signature]
Notary Public

