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FILED
DAVIE COUNTY, NC
M. BRENT SHOAF
REGISTER OF DEEDS
FILED Feb 26, 2016
AT 12:30 pm
BOOK 01012
START PAGE 0573
END PAGE 0575
INSTRUMENT # 00904
EXCISE TAX (None)

STATE OF NORTH CAROLINA SECOND AMENDMENT TO DECLARATION OF
COUNTY OF DAVIE COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE SUMMER HILL FARM SUBDIVISION

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR SUMMER HILL FARM SUBDIVISION (the "Second Amendment") is
made this 23 day of February, 2016 by Williams Development Group, LLC (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 Farm Subdivision recorded
in Book 824, Page 352, Davie County Registry (the "Declaration") and amended by First Amendment to
Declaration of Covenants, Conditions, and Restrictions for the Summer Hill Farm Subdivision in Book
960, Page 758, Davie County Registry (the "First Amendment") and amended by Supplement to
Declaration of Covenants, Conditions, and Restrictions for the Summer Hill Farm Subdivision recorded
in Book 978, Page 3, Davie County Registry (the "First Supplement") with respect to certain real property
collectively referred to as the Summer Hill Farm Subdivision, and further described in Plat Book 10,
Pages 223-224; Plat Book 11, Page 372; Plat Book 12, Page 70; and Plat Book 12, Pages 86-87, and Deed
Book 730, Pages 917 and 921, Davie County Registry (the "Property").

Mail to: Costner Law Office
10125 Berkeley Place Dr.
Charlotte NC 28262

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 Special Warranty Deed recorded in Book 956, Page 1028, Davie County Registry (the "Deed"), all the Property was conveyed to the Declarant, along with any and all Declarant Rights allowed under the Declaration, which was further ratified in the Ratification Of Amendments To Declaration Of Covenants, Conditions, And Restrictions And Transfer Of Special Declarant Rights For Summer Hill Farms Subdivision, recorded in Book 1000, Page 128, Davie County Registry ("Ratification").

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.

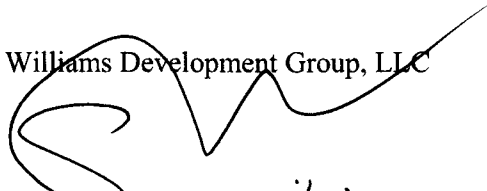
NOW THEREFORE, the Declarant amends the Declaration as follows:

1. The foregoing recitals are true and incorporated herein. Unless otherwise defined herein, All capitalized terms in this Third Amendment shall have the respective meanings ascribed to them in the Declaration.
2. ARTICLE IV, Section 1(c) Working Capital Assessments – A Working Capital Assessment shall be levied upon each Lot at the initial transfer of ownership from Declarant to a subsequent Owner and at each and every transfer of ownership thereafter. The amount of the Working Capital Assessment shall be Two Hundred Fifty Dollars (\$250.00). Additionally, a reasonable transfer fee not to exceed Two Hundred Dollars (\$200.00) may be charged by the Association's management company in conjunction with the transfer of ownership of each Lot. The Association shall be permitted to use the funds from each Working Capital Assessment for same purposes of Annual and Special Assessments described below.

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 Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for the Summer Hills Farm Subdivision to be executed this 23 day of February, 2016.

Williams Development Group, LLC



By: Stephen T. Williams Sr.
Its: Managing Member

STATE OF North Carolina

COUNTY OF Forsyth

I, Rhianne Krise, Notary Public in and for said County and State, certify that Stephen T. Williams personally came before me this day and acknowledged that he/she is the managing member of Williams Development Group, LLC, and that he/she as managing member 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 23 day of February, 2016.

My commission expires:



Notary Public

[SEAL]

RHIANNE KRISE
Notary Public
Forsyth Co., North Carolina
My Commission Expires Feb. 15, 2017