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Franklin County, North Carolina  
Brandi Smith Davis, Register of Deeds

Prepared by and Return To:

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PO Box 1187  
Wake Forest, NC 27588

NORTH CAROLINA

**SECOND AMENDMENT TO COVENANTS FOR  
SOUTH HALL SUBDIVISION**

FRANKLIN COUNTY

THIS AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTH HALL SUBDIVISION made on this 23 day of July, 2018 by WINSLOW CUSTOM  
HOMES, LLC, a North Carolina corporation, hereinafter called "Declarant";

WITNESSETH

THAT WHEREAS, Declarant is the sole owner of that certain property identified on that plat recorded in  
Plat Book 2017, Pages 156, Franklin County Registry known as "South Hall Subdivision"; and

Submitted electronically by "Warren, Shackelford & Thomas, P.L.L.C."  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Franklin County Register of Deeds.

WHEREAS, Declarant has previously recorded covenants, conditions and restrictions for South Hall Subdivision in Book 2106, Pages 321-327 and as amended in Book 2133 Page 491, Franklin County Registry; and

WHEREAS, the aforesaid covenants allow for amendment by Declarant pursuant to Section 21 of those previously recorded covenants; and

WHEREAS, Declarant now desires to amend said covenants;

NOW THEREFORE, the Declarant hereby amends the following:

1. Section 4 of the Restrictive Covenants is hereby amended to add the following language: "No fence or retaining wall on any property within this subdivision shall be built until an Owner of the property has obtained written approval to build said fence and/or retaining wall. Said approval shall initially need to be received from Declarant who may in the future transfer the responsibility to the Property Owner's Association. In no way shall any Owner be allowed to build any fence or retaining wall without said approval first. Should an Owner build any such fence or retaining wall without approval first, that Owner shall be subject to either a fine or may be required to remove said unapproved structure at Owner's sole expense. Said choice of whether to fine or require removal of the structure is solely up to Declarant and/or the Property Owner's Association."
2. Section 22 of the Restrictive Covenants are hereby amended to add the following language: "Declarant shall have sole authority to approve or disapprove any and all structures, improvements or otherwise built within this subdivision so long a Declarant owns any lot or common area within the subdivision."
3. The Amendment recorded in Book 2133 Page 491, Franklin County Registry referred to the Plat Book reference incorrectly. Said Amendment is hereby amended to state the correct Plat Book as being in Plat Book 2017 Page 156, Franklin County Registry.

Except as set forth herein, the remainder of the Declaration of Covenants, Conditions and Restrictions for South Hall Subdivision recorded in Book 2106, Pages 321-327 and Book 2133 Page 491, Franklin County Registry shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hands and seals to these covenants the date and year first above written.

WINSLOW CUSTOM HOMES, LLC

BY: *Matthew D. Winslow*  
Matthew D. Winslow, Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF FRANKLIN

I, a Notary Public of the County and State aforesaid, certify that Matthew D. Winslow personally appeared before me this day and acknowledged that he is Member/Manager of Winslow Custom Homes, LLC, a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him as Manager in the Company name and as the act of the Company.

Witness my hand and official stamp or seal, this the 23 day of July, 2018.

*Teresa C Smith*  
Notary Public

My Commission Expires: 11-15-2020

