

BK010155PG02368

WAKE COUNTY, NC 702
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/29/2003 AT 14:07:28

BOOK:010155 PAGE:02368 - 02372

Prepared by: George F. Maynard, Attorney / *Return Chicago Title, Box 42*

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SANDLIN BRANCH TOWNHOMES**

This First Amendment ("First Amendment") made as of this 23rd day of May, 2003 by UNITED HOUSING SANDLIN BRANCH, LLC, a Georgia limited liability company ("Owner").

WITNESSETH:

WHEREAS, Sandlin Branch Limited Partnership, a North Carolina limited partnership ("Original Declarant") has previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Sandlin Branch Townhomes recorded in Book 3843, Page 163, Wake County, North Carolina Registry ("Declaration");

WHEREAS, Owner is the holder of all of the Class A Memberships in the Sandlin Branch Homeowners Association, a North Carolina Corporation, and there are no Class B Members; and

WHEREAS, the Owner wishes to execute this First Amendment changing certain terms and conditions set forth in the Declaration.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Owner does hereby amend the Declaration as follows:

1. Exterior Maintenance. The following language is hereby added to the end of Article I, Section 5(b):

" , to the extent required due to the failure of a Lot Owner to do so;"

2. Additional Property. Article II of the Declaration is hereby deleted in its entirety.

BK010155PG02369

3. Permissible Satellite Dish. The following language is added at the end of Article III, Section 5 of the Declaration:

"Notwithstanding the foregoing, owners of Lots may affix to the exterior of the improvements thereon a satellite dish or other receptive device not exceeding eighteen (18) inches in diameter, which satellite dish or other receptive device shall be painted the same color as the trim on the building in order to minimize the visual impact of such device."

4. Assessment. Pursuant to Article VI, Section 3(c) of the Declaration, the Owner hereby establishes an initial budget for the Association of \$45,000.00 per annum. The assessment shall be billed and paid monthly by the owners of each Lot, pro rata, based on the total number of lots in the property.

5. Commencement of Assessments. Article VI, Section 7 of the Declaration is hereby amended to delete the entire first paragraph thereof and replace it with the following:

"The annual assessments provided for herein shall be paid in equal monthly installments, and the payment of each such assessment shall commence as to each Lot on the first day of the month following the conveyance by United Housing Sandlin Branch, LLC of one or more of the Lots."

6. Exterior Maintenance. The Declarant hereby deletes the first paragraph of Article VII of the Declaration in its entirety, and replaces it with the following:

"Each owner of a Lot shall provide exterior maintenance upon each such Lot which is subject to an assessment hereunder, as follows: the exterior of the units must be stained and/or painted, and each owner shall repair, replace and care for all roofs, decks, gutters, downspouts, exterior building surfaces, glass surfaces, door and door frames, exterior lighting and fixtures, and outlets attached to the units. If the Board of Directors of the Association determines that any owner has failed or refused to discharge properly his or her obligation with respect to the maintenance, repair or replacement of items of which he or she is responsible hereunder, then the Association shall give the owner written notice of the owner's failure or refusal and of the Association's right to provide the necessary maintenance, repair or replacement at the owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary by the Board of Directors. Unless the Board of Directors determines that an emergency exists, the owners shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within

BK010155PG02370

ten (10) days, and diligently complete such repair or maintenance. If the Board of Directors determines that: (i) an emergency exists, or (ii) that an owner has not complied with the demand given by the Association as herein provided, then thereafter the Association may provide any such maintenance, repair or replacement at the owner's sole cost and expense, and such cost shall be added to and become a part of the assessment to which such owner is subject, without any vote of either class of the membership of the Association notwithstanding any provision of this Declaration to the contrary, and such assessment shall become and be a lien against the Lot and shall be collected as provided for herein for the collection of assessments.

Each owner of a Lot shall maintain adequate hazard insurance in an amount equal to the full replacement value of the improvements on the Lot, and shall provide evidence thereof to the Association (although the Association shall have no obligation to verify whether any Owner has insurance). In the event an owner of a Lot fails to maintain hazard insurance, the Association may, but shall not be obligated to, obtain such insurance and include the premiums thereof in the assessment of such Lot.

If the Board of Directors determines the need for maintenance or repair in the Common Areas caused through the willful or negligent act of any owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair or replacement against the owner's or occupant's Lot, and such assessment shall become a lien against the Lot and shall be collected as provided herein for the collection of assessments."

7. FHA Approval. Owner hereby amends the Declaration to delete Article XIV, Section 5 in its entirety.

8. Continuing Effect. Except as amended hereby, the Declaration is and remains in full force and effect as of the date hereof.

Executed under the hand and seal of the Owner as of the date shown above.

OWNER:

**UNITED HOUSING SANDLIN BRANCH,
LLC, a Georgia limited liability company**

By:  (Seal)
Farbod S. Zokouri, Manager


BK010155PG02371

STATE OF GEORGIA

COUNTY OF FULTON

I, the undersigned, a Notary Public for the said county and state, do hereby certify that FARBOD S. ZOHOURI, Manager of UNITED HOUSING SANDLEN BRANCH, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing First Amendment by him in the name of the company in his aforesaid stated capacity.

This 23rd day of May, 2003.

Notary Public
My Commission Expires


BK010155PG02372

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 010155 Page : 02368 - 02372

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate of George F. Maynard

Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds
By: Sheila Chestnut
Assistant/Deputy Register of Deeds

This Customer Group
of Time Stamps Needed

This Document
New Time Stamp
of Pages
5

BK010155PG02373

WAKE COUNTY, NC 705
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/29/2003 AT 14:07:20

BOOK:010155 PAGE:02373 - 02376

Prepared by: George F. Maynard, Attorney / *Return to: Chicago Title, Box 42*

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SANDLIN BRANCH TOWNHOMES**

This Second Amendment ("Second Amendment") made as of this 23rd day of May, 2003 by UNITED HOUSING SANDLIN BRANCH, LLC, a Georgia limited liability company ("Owner").

WITNESSETH:

WHEREAS, Sandlin Branch Limited Partnership, a North Carolina limited partnership ("Original Declarant") has previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Sandlin Branch Townhomes recorded in Book 3843, Page 163, Wake County, North Carolina Registry as amended by that certain First Amendment hereto dated May 23, 2003, recorded prior hereto ("Declaration");

WHEREAS, Declarant is the holder of all of the Class A Membership in the Sandlin Branch Homeowners Association, a North Carolina Corporation, and there are no Class B Members; and

WHEREAS, the Declarant wishes to execute this Second Amendment changing certain terms and conditions set forth in the Declaration.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Declarant does hereby amend the Declaration as follows:

"The Declaration is hereby amended as follows:

1. Section 6 of Article I of the Declaration is hereby deleted in its entirety and replaced with the following:

BK010155PG02374

"Section 6. "Declarant" shall mean and refer to United Housing Sandlin Branch, LLC, a Georgia limited liability company, its successors and assigns to whom the rights of Declarant are expressly transferred or if such successors or assigns should acquire more than one undeveloped lot or undeveloped acreage for the purpose of development, or acquire title to the property under a deed in lieu of foreclosure, judicial foreclosure or foreclosure under power of sale contained in any deed of trust, or one otherwise denominated a "Declarant hereby."

2. Subparagraph (a) of Section I of Article V of the Declaration is hereby deleted in its entirety and replaced with the following:

(b) Class B. The Class B member shall be the Declarant, and it shall be entitled to three (3) votes for each lot in which it holds a fee or undivided fee interest; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership; or

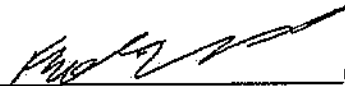
(2) On December 31, 2008."

3. Continuing Effect. Except as amended hereby, the Declaration is and remains in full force and effect as of the date hereof.

Executed under the hand and seal of the Declarant as of the date shown above.

OWNER:

UNITED HOUSING SANDLIN BRANCH,
LLC, a Georgia limited liability company

By:  (Seal)
Farbod S. Zohouri, Manager

STATE OF GEORGIA

COUNTY OF FULTON

I, the undersigned, a Notary Public for the said county and state, do hereby certify that FARBOD S. ZOHOURI, Manager of UNITED HOUSING SANDLIN BRANCH, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the

BK010155PG02375

due execution of the foregoing First Amendment by him in the name of the company in his aforesaid stated capacity.

This 23rd day of May, 2003.


Notary Public
My Commission Expires: JUN 23, 2004



BK010155PG02376

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 010155 Page : 02373 - 02376

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate of George F Maynard

Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and
page shown on the first page hereof.

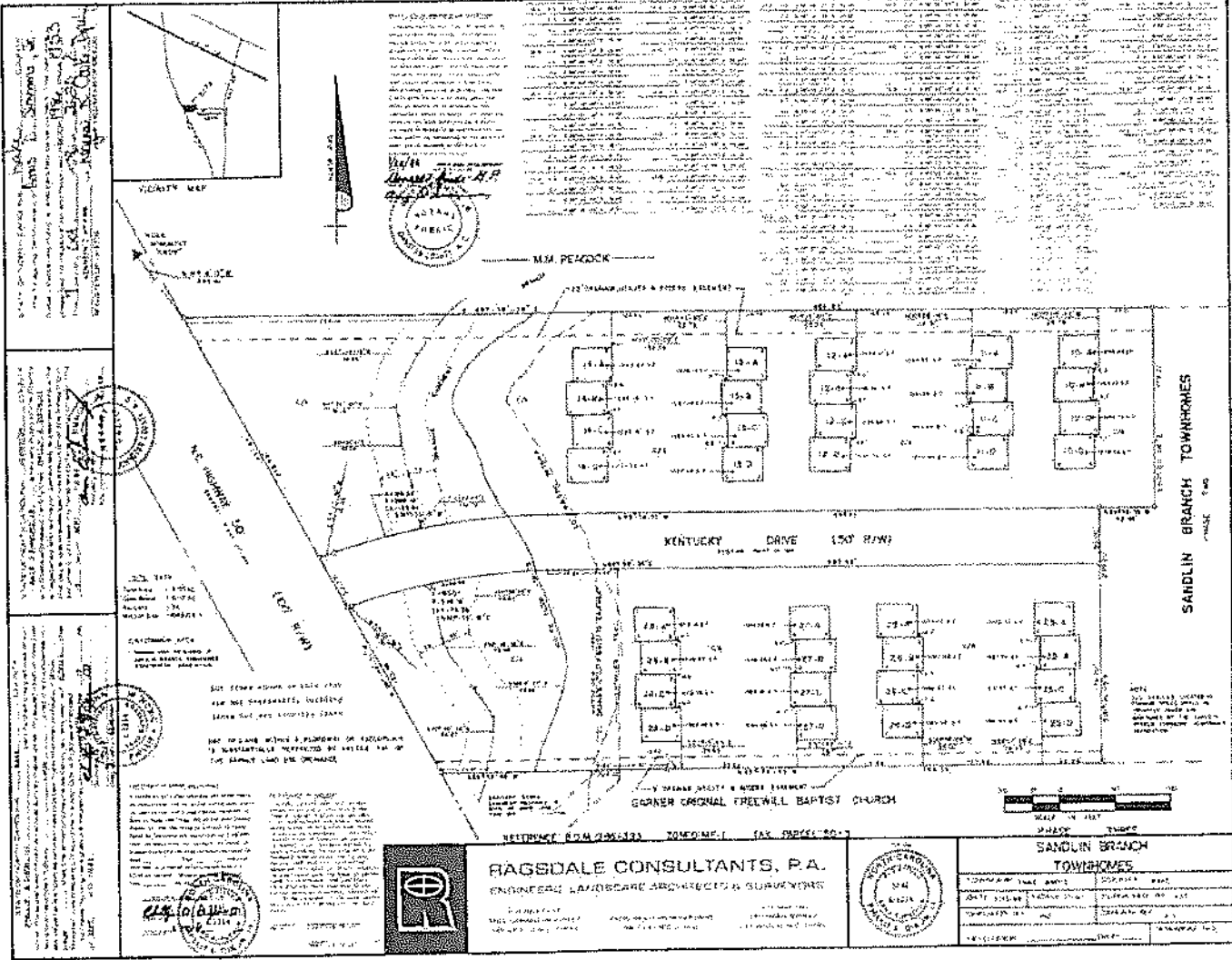
Laura M. Riddick, Register of Deeds

By: Shila Chestnut
Assistant/Deputy Register of Deeds

This Customer Group _____
of Time Stamps Needed

This Document _____ New Time Stamp
of Pages

Bill No. 11-F-153



THIS DOCUMENT IS THE PROPERTY OF RAGSDALE CONSULTANTS, P.A. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RAGSDALE CONSULTANTS, P.A.

RAGSDALE CONSULTANTS, P.A.
 ENGINEERS, LANDSCAPE ARCHITECTS & SURVEYORS

1. THE PROJECT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

2. THE PROJECT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

3. THE PROJECT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

4. THE PROJECT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

5. THE PROJECT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

NOTICE TO CONTRACTOR

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

NOTICE TO CONTRACTOR

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

RAGSDALE CONSULTANTS, P.A.
 ENGINEERS, LANDSCAPE ARCHITECTS & SURVEYORS

11111 RAGSDALE DRIVE, SUITE 100, RICHMOND, VA 23234
 (804) 781-1111



SANDLIN BRANCH TOWNHOMES	
DATE: 11/15/11	SCALE: AS SHOWN
DRAWN BY: [Name]	CHECKED BY: [Name]
DESIGNED BY: [Name]	APPROVED BY: [Name]