

WAKE COUNTY, NC 88
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/30/2018 14:45:19

BOOK:017140 PAGE:01708 - 01736

Prepared by and return to: ^{Box} 80
Tina Frazier Pace
Hatch, Little & Bunn, LLP (Box 80)

NORTH CAROLINA

WAKE COUNTY

**FIRST AMENDMENT TO DECLARATION
OF DECLARATION, CONDITIONS AND
RESTRICTIONS FOR FALLS VILLAGE
TOWNHOME OWNERS ASSOCIATION**

THIS FIRST AMENDMENT TO THE DECLARATION OF DECLARATION,
CONDITIONS AND RESTRICTIONS FOR FALLS VILLAGE TOWNHOME
OWNERS ASSOCIATION made this the 11th day of May, 2018.

WITNESSETH:

WHEREAS the Declaration of Declaration, Conditions and Restrictions for Falls Village Townhome Owners Association (hereinafter "Declaration"), was recorded March 14, 2005 in Book 11261, Page 1750 of the Wake County Registry (hereinafter "Declaration"); and

WHEREAS, Article X, Section 3 of the Declaration provides that the Declaration may be amended by instrument signed by Owners holding four-fifths, or 80%, of the votes in the Association at the time of the amendment;

WHEREAS, more than 80% of the platted lot Owners have executed this instrument to amend the Declaration;

NOW, THEREFORE, in consideration of the foregoing, that except as herein provided, all other remaining provisions of the Declaration of Covenants, Conditions and Restrictions for Falls Village Townhome Owners Association are ratified and confirmed in every respect, the Declaration of Covenants, Conditions and Restrictions for Falls Village Townhome Owners Association is hereby amended as follows:

- 1) That Article XI is added to the Declaration as follows:

ARTICLE VII

MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance of the Common Area, the Association shall provide routine exterior maintenance for each Lot which is subject to assessment hereunder only as follows: Paint, repair and replace exterior building surfaces, care of roofs, gutters, downspouts, trees, shrubs, grass, and all other exterior improvements initially installed by Declarant. Such exterior maintenance shall not include exterior doors, garage doors, walks or driveways, glass surfaces, patios, porches, decks, or exterior lighting attached to or wired to the townhome. The Association shall be responsible for the repair and replacement of the siding on the carports, as well as interior painting in the carport, but all other carport maintenance shall be the responsibility of the Lot Owner. All of the foregoing maintenance shall be limited to routine maintenance, repair, and replacement on a schedule as may be established by the Board of Directors. All maintenance required as a result of a sudden emergency, defect, negligence, abuse, or an act of God, or any other cause, shall be the Lot Owner's responsibility. In order to enable the Association to accomplish the foregoing, it is hereby reserved to the Association the right to unobstructed access over and upon each Lot and each townhome at all reasonable times to perform maintenance as provided in this Article. The Owner may, at his election, plant flowers and grass in his rear yard and may also maintain portions or all of his rear yard, provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. In such event, such Owner shall maintain such plantings or other maintenance. No such maintenance by an Owner shall reduce the assessment payable by him to the Association. Notwithstanding the above, any plantings upon the Lot must receive the prior written approval of the Association. If, in the opinion of the Association, any such Owner fails to maintain his rear yard in a neat and orderly manner, the Association may perform such maintenance and assess Owner for the costs of such. The Owner shall not place any furniture, construct or place any structure, or plant any vegetation in the front yard except with the prior written approval of the Association.

As a matter of information for future Members of this Association, a part of the original plan of the development was to construct a variety of townhome models, along with a variety of exteriors for the good of the entire subdivision. Some townhomes will require far more maintenance than others because of the type of townhome model and/or type of exterior exposures. Nevertheless, in order to avoid monotony and in order to achieve a harmony of design and textures, all of those persons connected with the conception, design, construction, and financing of this subdivision as originally planned are in accord in their belief that all Members of the Association will be benefited by the variety of exteriors and therefore the Association should provide exterior maintenance and make a uniform rate of charge without regard to actual cost of maintenance of each townhome.

In the event that the Lot Owner fails to maintain his Lot and structure and provide the exterior maintenance as required by this Article, the Association may, at the Board's sole discretion, repair or maintain such, and the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject.

The Association shall establish regulations governing the procedure and schedule for exterior maintenance.

2) That Section 9 to Article IV of the Declaration is added as follows:

Section 9. Architectural Review Committee. No building, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any repair be made thereto, nor shall any building, wall, or other structure be rebuilt after destruction by any hazard, nor shall any landscaping or planting be commenced, until the plans and specifications, showing the nature, kind, space, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee (ARC). The Board of Directors of the Association may serve as the ARC or may appoint an Architectural Review Committee to review any modifications herein described. The Board or ARC may approve, deny, or approve in part any such request presented to it and may do so in its sole discretion. In exercising such discretion, the Board or ARC may take into account the nature of the request, its effect on surrounding Lots or the Property as a whole, and may deny such application on purely aesthetic grounds. In the event said Board or Architectural Review Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, in writing and by such method as has been specified by Declarant or the Association, approval will not be required and this Article will be deemed to have been fully complied with. Notwithstanding the above, no request shall be approved or deemed approved if said construction or modification is in direct conflict with any provision of this Declaration.

3) That the following sentence to the end of the paragraph of Section 1, Article IV of the Declaration is added as follows:

No fences shall be allowed on any Lot.

4) That Section 4 to Article VIII of the Declaration is added as follows:

Section 10. Insurance to be maintained by Lot Owners. It shall be the responsibility of each Owner at his own expense to obtain hazard insurance in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction to his dwelling from any hazard, and such hazard insurance shall be with a company and in an amount and in a form which is acceptable to the Board of Directors of the Association. The hazard insurance policy to be taken out by each Owner shall include a loss payable clause listing the Association as an additional insured. Each Owner shall have to satisfy the Board of Directors of the Association that at all times his property is covered by the required hazard insurance. In the event of damage or destruction by fire or other casualty to the property of an Owner, the Owner, shall, with the concurrence of the Mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the property in as good condition as formerly. In the event the insurance proceeds are insufficient to pay all of the costs of repairing any/or rebuilding to the same condition as formerly, the

Board of Directors shall have the power to purchase the property and to repair and rebuild the same and to levy a special assessment against all Members to pay the purchase price and to pay for the costs of repairing and/or rebuilding to the same condition as formerly; provided, however, that the Board of Directors' power to levy a special assessment for these purposes is subject to the prior approval of the Association given pursuant to the voting requirements of Article V, Section 4.

5) That Section 3 of Article X of the Declaration is deleted and replaced with a new Section 3 as follows:

Section 3. General Amendments. The covenants, conditions, easements, and restrictions of the Declarations shall run with the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time, said covenants shall automatically be extended for successive periods of ten (10) years. The covenants, conditions, easements and restrictions of this Declaration may be amended at any time by the affirmative vote of not less than sixty-seven percent (67%) of the total Members of the Association. Such Amendment shall be certified by the Board of Directors that it was voted upon at a duly-conducted meeting of the Association at which a quorum was present and was approved by the requisite percentage. Such Amendment shall not take effect until filed of record in the office of the Wake County Register of Deeds.

6) That the first paragraph of Section 9, Article V of the Declaration is deleted and replaced with a new first paragraph of Section 9, Article V as follows:

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be delinquent, in default, and shall bear interest from the due date at the highest rate then permitted by North Carolina law not to exceed eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same plus interest, costs, administrative fees or collection fees, late payment charges and reasonable attorneys' fees, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

7) That the following sentence is added to Section 11 of Article 1 of the Declaration as follows:

The rear yard of each Lot shall be the side of the Lot opposite from the street, namely The Village Circle. Therefore, the front yard of each Lot shall face The Village Circle.

IN WITNESS WHEREOF, the Falls Village Townhome Owners Association, Inc. and its members, as shown on the attached Exhibit "A", have caused this instrument to be signed and executed.

**FALLS VILLAGE TOWNHOME OWNERS
ASSOCIATION, INC.**

By: Heather Ray Losurdo
President

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Heather Ray Losurdo personally came before me this day and acknowledged that he is the President of the **Falls Village Townhome Owners Association, Inc.** a North Carolina Non-Profit corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 7 day of May, 2018.

William Galloway
Notary Public

My Commission Expires: 02/13/2021



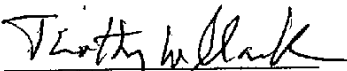
**CERTIFICATION OF VALIDITY OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
FALLS VILLAGE TOWNHOME OWNERS ASSOCIATION, INC.**

We have this day reviewed the attached amendment to Declaration of Covenants Conditions and Restrictions for Falls Village Townhome Owners Association and have found that the Owners of the required number of Lots have executed the Amendment as shown on the attached Exhibit "A". We have also found it to be in compliance with the Declaration of Covenants, Conditions and Restrictions for Falls Village Townhome Owners Association with respect to an amendment to said Declaration, and also to be in compliance with the Bylaws of the Falls Village Townhome Owners Association, Inc.

**FALLS VILLAGE TOWNHOME OWNERS
ASSOCIATION, INC.**

By: 
President

Attested to by:


Secretary

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Timothy William Clark, personally came before me today and acknowledged that he is the Secretary of Falls Village Townhome Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the action of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by Timothy William Clark, as its Secretary.

Witness my hand and official stamp or seal, this the 7 day of May, 2018.



[Signature]
Notary Public

My Commission Expires: 02/13/2021

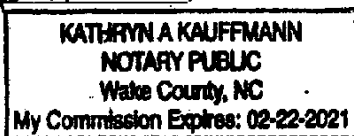
I/We, DAVID C SABIN,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

David C Sabin

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
David Sabin, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
 _____, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

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

 Notary Public
 My Commission Expires: _____

I/We, RAY HUNTING,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

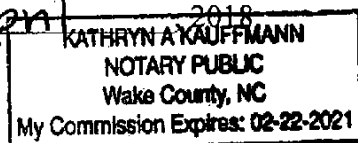
Ray Hunting

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
RAY HUNTING, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of

April



Kathryn A. Kauffmann
 Notary Public

My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
 _____, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

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

 Notary Public
 My Commission Expires: _____

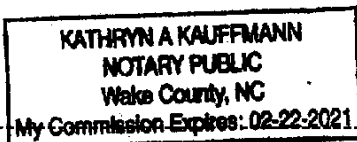
I/We, Stephen Tan,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

Stephen Tan

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Stephen Tan, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
 _____, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

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

 Notary Public
 My Commission Expires: _____

I/We, Heather Losurdo
hereby consent to the foregoing First Amendment to Declaration of Covenants,
Conditions and Restrictions for Falls Village Townhome Owners Association

Heather Losurdo

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that
Heather Losurdo, personally came before me today and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
Notary Public
My Commission Expires: 2/22/2021

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that
_____, personally came before me today and acknowledged the
due execution of the foregoing instrument.

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

Notary Public
My Commission Expires: _____

I/We, Jeremy Burger & Rachel Albert,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association.

Jeremy Burger
Rachel Albert

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that
Jeremy Burger, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.

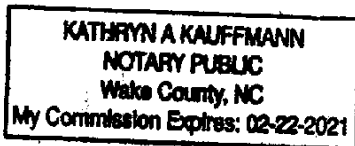


Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that
Rachel Albert, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

I/We, Damon Godfrey and Andrea Temple Godfrey,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

Damon Godfrey

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Damon Godfrey, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
 _____, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

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

 Notary Public
 My Commission Expires: _____

I/We, Andrea Temple-Godfrey,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

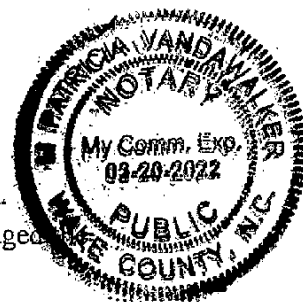
Andrea Temple-Godfrey

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Andrea Temple-Godfrey personally came before me today and acknowledged
 - due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 24 day of
April, 2018.

Patricia Vandawalker
 Notary Public
 My Commission Expires: 03-20-2022



**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
 _____, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

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

 Notary Public
 My Commission Expires: _____

I/We, Loretta Kelly,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

[Signature]

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Loretta Kelly, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
 _____, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

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

 Notary Public
 My Commission Expires: _____

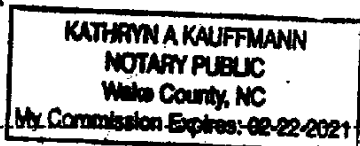
I/We, William & Elspeth Sommerville,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

[Signature]
[Signature]

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
William Sommerville, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.

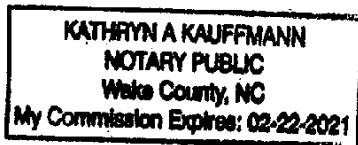


Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

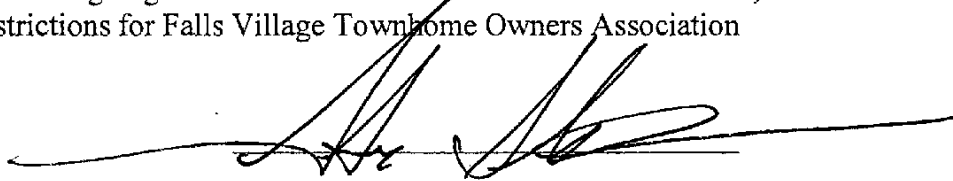
I, a Notary Public of the County and State aforesaid, certify that
Elspeth Sommerville, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

I/We, STEVEN D. SCHUSTER,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association



**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Steven D. Schuster, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
 _____, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

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



 Notary Public
 My Commission Expires: _____

I/We, SHAILENDRA PRAKASH (MANAGING MEMBER, SKI PROPERTIES LLC),
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

Shailendra Prakash

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Shailendra Prakash, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
 _____, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

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

 Notary Public
 My Commission Expires: _____

I/We, Timothy and Mary Jo Clark,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

Timothy W Clark

Mary Jo Clark

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Timothy Clark, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Mary Jo Clark, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

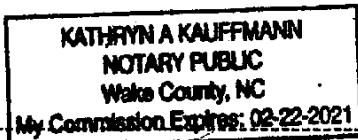
I/We, Raeferd Johnson Hall, Jr. Windell Hines Harris
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

Raeferd J Hall Jr.
Windell H. Harris Jr.

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Raeferd Johnson Hall Jr., personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.

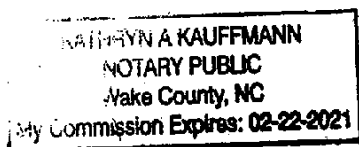


Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Windell H. Harris Jr., personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 11th day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

I/We, Charles F. Steineger III and Elizabeth C. Steineger,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

Charles F. Steineger III

Elizabeth C. Steineger

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Charles F. Steineger III, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.

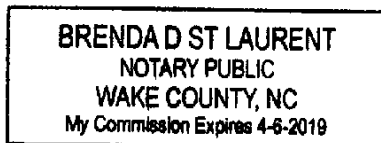


Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Elizabeth Steineger personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 12 day of
April, 2018.



Brenda D. St. Laurent
 Notary Public
 My Commission Expires: 4-6-2019

I/We, Scarlett & Carl Godwin,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

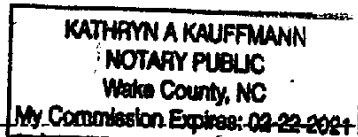
Carl Godwin

Scarlett W. Godwin

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Scarlett W. Godwin, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 12th day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Carl Godwin, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.



Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

I/We, John Richard Jones Elaine D Jones
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

[Signature]
Elaine D. Jones

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
John Richard Jones, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of
April, 2018.

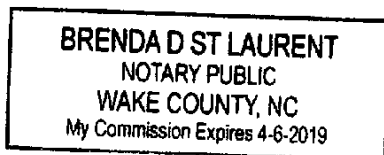


Kathryn A. Kauffmann
 Notary Public
 My Commission Expires: 2/22/2021

**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Elaine Durrant Jones, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 17 day of
April, 2018.



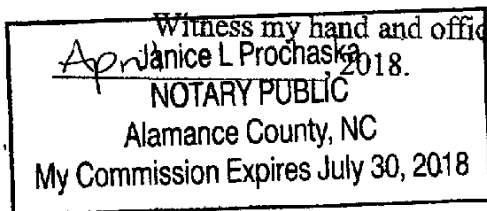
Brenda D. St Laurent
 Notary Public
 My Commission Expires: 4-6-2019

I/We, Jennifer Beachem,
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

Jennifer Beachem

STATE OF NORTH CAROLINA
 COUNTY OF ~~WAKE~~ ALAMANCE

I, a Notary Public of the County and State aforesaid, certify that
Jennifer Beachem, personally came before me today and acknowledged the
 due execution of the foregoing instrument.



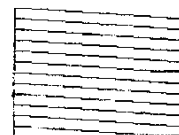
Janice L Prochaska
 Notary Public
 My Commission Expires: July 30 2018

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that
 _____, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

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

 Notary Public
 My Commission Expires: _____



I/We, Anneline Reed
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

Anneline Reed

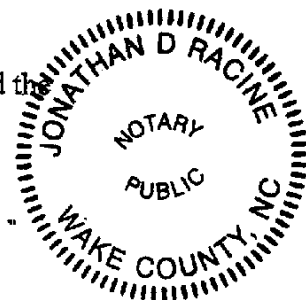
**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
Annelise Street, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 25th day of
April, 2018.

[Signature]
 Notary Public

My Commission Expires: 06/18/2021



**STATE OF NORTH CAROLINA
 COUNTY OF WAKE**

I, a Notary Public of the County and State aforesaid, certify that
 _____, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

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

 Notary Public

My Commission Expires: _____

I/We, Cameron Bolin & Scott Bolin
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

Cameron Bolin

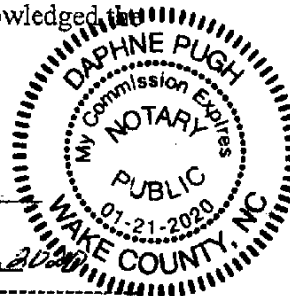
STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that
Cameron Hayden Bolin, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 26th day of
April, 2018.

[Signature]
 Notary Public

My Commission Expires: 01.21.2020



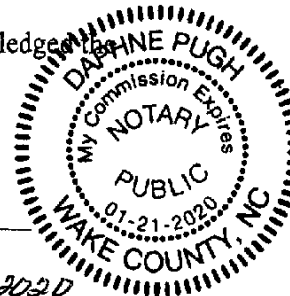
STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that
Scott Andrew Bolin, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 26th day of
April, 2018.

[Signature]
 Notary Public

My Commission Expires: 01.21.2020



I, Ann & Gregg Bowler 835 The Village Circle
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

[Signature]

Ann E Bowler

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that
Gregg W. Bowler, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

SHERRY H. LLOYD
 NOTARY PUBLIC
 VANCE COUNTY, N.C.
 My Commission Expires
 April 3, 2023

Witness my hand and official stamp or seal, this the 26th day of
April, 2018.

Sherry H. Lloyd
 Notary Public

My Commission Expires: April 3, 2023

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that
Ann E. Bowler, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 26th day of
April, 2018.

SHERRY H. LLOYD
 NOTARY PUBLIC
 VANCE COUNTY, N.C.
 My Commission Expires
 April 3, 2023

Sherry H. Lloyd
 Notary Public

My Commission Expires: April 3, 2023

I, Ann & Gregg Bowler 829 The Village Circle
 hereby consent to the foregoing First Amendment to Declaration of Covenants,
 Conditions and Restrictions for Falls Village Townhome Owners Association

[Signature]
Ann E Bowler

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that
Gregg W. Bowler, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

SHERRY H. LLOYD
 NOTARY PUBLIC
 VANCE COUNTY, N.C.
 My Commission Expires
 April 3, 2023

Witness my hand and official stamp or seal, this the 26th day of
April, 2018.

Sherry H. Lloyd
 Notary Public
 My Commission Expires: April 3, 2023

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that
Ann E Bowler, personally came before me today and acknowledged the
 due execution of the foregoing instrument.

SHERRY H. LLOYD
 NOTARY PUBLIC
 VANCE COUNTY, N.C.
 My Commission Expires
 April 3, 2023

Witness my hand and official stamp or seal, this the 26th day of
April, 2018.

Sherry H. Lloyd
 Notary Public
 My Commission Expires: April 3, 2023



BOOK:017140 PAGE:01708 - 01736



Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Charles P. Gilliam
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 29 # of Pages 66