

the affirmative written consent of two-thirds (2/3) of the votes of the members, such affirmation hereby being certified to by the undersigned officer of the Association; and

WHEREAS, the Association herein does hereby desire to modify the Declaration;

NOW, THEREFORE, the Association herein modifies the Declaration as follows:

1. A new Article IX, Section 1 is added to the Declaration as follows:

ARTICLE IX

LEASES

Section 1. Owners Prohibited from Leasing Lots. All owners shall not lease or rent a lot except as otherwise provided in Article IX.

Section 2. Owners Eligible to Lease After One Year. All owners shall be eligible to lease or rent a lot provided that the owner has owned the lot for at least 365 consecutive days and has resided therein for such time, or provided that the owner obtained title to the lot before the recording of the Second Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Row in the Office of the Forsyth County Register of Deeds.

Section 3. Written Lease Required; All Occupants Bound; What is Considered Leasing. All leases shall be in writing and shall provide that they are subject to all terms of the Declaration and Restrictive Covenants. Leases shall provide that failure to comply with all terms of the Declaration and Restrictive Covenants constitutes a default under the lease. Leasing shall include allowing occupants to reside at the lot for any consideration. Leasing shall also include permitting the lot to be occupied solely by non-owners or permitting the lot to be occupied solely by persons who are not principals in the case of ownership by a legal entity.

Section 4. Minimum Term. Any lease under which a tenant occupies any lot pursuant to a lease with the lot owner shall be for a term of at least twelve (12) months. Lot owners may not advertise or otherwise hold their lots out for leases of terms less than twelve (12) months.

Section 5. Obligation to Obtain Approval Prior to Leasing. Before commencing any new lease or any renewal or subsequent lease, the owner must request and obtain written approval from the Association to lease the lot. Approval shall be given as long as the owner is eligible to lease the lot as provided in Article IX, Section 1 above. The Association shall determine whether the owner is eligible to lease the lot as provided in Article IX, Section 1 above and shall communicate to the owner whether it approves the owner's request.

Section 6. Information That Must Be Provided. Prior to signing a lease as lessor, an owner shall provide the following information to the Association: (1) the

names of the authorized occupants; (2) the name, additional mailing address, phone number, and email address of the owner(s); (3) the beginning and ending date of the rental term; and (4) the make, model, and license tag number of the vehicles belonging to any occupants of the lot during the rental period.

2. The following is added to the Declaration: All covenants, conditions and restrictions set forth in the Restrictive Covenants attached hereto as Exhibit A are hereby incorporated herein by reference (with the same force and effect as though fully set forth in the Declaration).
3. Except as expressly modified herein, the Declaration of Covenants, Conditions and Restrictions of Plantation Row, as aforesaid, shall remain in full force and effect without change or modification.

SEPARATE SIGNATURE PAGE FOLLOWS

**SEPARATE SIGNATURE PAGE
SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF PLANTATION ROW**

IN WITNESS WHEREOF, the Association has executed and delivered this Amendment as of the day and year first written above. By execution hereof, the Association certifies that the required owner approval has been obtained for the foregoing amendment, and that evidence is a part of the records and books of the association.

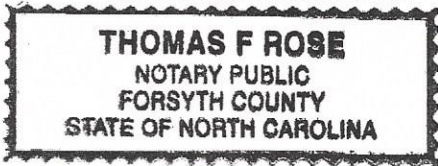
PLANTATION ROW HOMEOWNERS
ASSOCIATION, INC.,
a North Carolina corporation

By: Angie Humphrey
Name: Angie Humphrey
Title: PRESIDENT

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

I certify that Angie Humphrey personally appeared before me this day, having acknowledged to me that he/she signed the foregoing document.

Date: 10-5-22



(Official Seal)

THOMAS F. ROSE
Notary Public
Thomas F. Rose
(Notary's printed or typed name)
My commission expires: 3/14/2027