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FORSYTH CO, NC FEE \$26.00
PRESENTED & RECORDED:

04-30-2021 04:20:58 PM

LYNNE JOHNSON
REGISTER OF DEEDS
BY: CHELSEA B POLLOCK, DPTY

BK: RE 3606
PG: 2606-2608

NORTH CAROLINA

FIRST AMENDMENT TO DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS FOR STONE RIDGE

FORSYTH COUNTY

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE RIDGE is made on the day and date hereinafter subscribed by Stone Ridge, LLC (hereinafter "Declarant"), a North Carolina limited liability company.

WITNESSETH:

EXHIBIT NOT ATTACHED AT RECORDING

WHEREAS DECLARANT is the owner of the property described in the attached Exhibit A and has heretofore subjected said property to the Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in Deed Book 3552 Page 2565 of the Forsyth Registry; and whereas Article X, Section 3 of the Declaration provides that the Declaration may be amended by the consent of the Owners entitled to cast sixty-seven per cent (67%) of the votes of the Owners association; and whereas Declarant is the holder of more than sixty-seven per cent (67%) of the votes of the Owners association; and whereas Declarant desires to amend the Declaration as hereinafter set forth and has the necessary authority to do so;

NOW THEREFORE, pursuant to its authority to do so as set forth above, Declarant does hereby modify and amend the following Articles of the Declaration to read as set forth below :

Article VI, Section 1 is hereby amended to read as follows:

Article VI- EXTERIOR MAINTENANCE TO BE PERFORMED BY THE ASSOCIATION

(a) The Association shall repair, maintain and replace the improvements including the landscaping upon the Common Area.

(b) Maintenance, repair and replacement of and to off-site septic systems located within the Common Area shall be the responsibility of the Association. However, notwithstanding any other provision to the contrary contained in this Article VI and specifically with respect to the foregoing sentence and obligation of the Association regarding maintenance ,repair and replacement of the off-site septic system, if maintenance, repairs or replacement to or of an off-site septic system are occasioned by the acts of an Owner of the lot serviced by said off-site septic system, the costs for such maintenance, repairs or replacement shall be the responsibility of the Owner of said lot. This provision shall be applicable to platted lots (those currently reflected in Plat Book 72 Page 101 of the Forsyth Registry) or any subsequently platted lots of the Property.

Original to: Mitt Rhodes

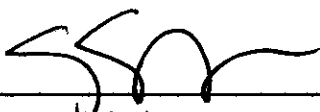
Article VIII-Section 3 is hereby amended to read as follows:

SECTION 3. EASEMENT RESERVED BY DECLARANT.

The Declarant reserves unto itself, its successors and assigns, perpetual alienable and releasable easements and rights on, over, through and under the ground for storm water drainage and direction and to erect, maintain and use water, irrigation, electric, gas, telephone, sewage, communications infrastructure, and television cables, and any other utilities lines and conduits for the purpose of bringing utility or communications or other services, at this time known or unknown, to the Property and the Lots on, in, under and over the streets or roads, rights of way, Common Areas, and over any lot shown on any Recorded Plat of the Property within ten (10) feet of each street front or street side property line, within five (5) feet along the interior side property lines of each Lot, and within ten (10) feet along the rear property line of each Lot and over such other areas as are so identified on any recorded plats of the Property, provided that no such easement shall be construed to encroach into any Dwelling Unit on a Lot with lesser setbacks. In addition, the Declarant and/or any affiliated entity may cut or fill, in the above-described easements, as well as anywhere else that such may be required, at its own expense, drainways for surface water and/or to install underground storm drainage wherever and whenever such action is reasonably desirable or is required by applicable health, sanitation or other state or local authorities, or in order to maintain reasonable standards of health, safety and appearance (but without disturbing any Dwelling Unit). In addition, along streets fronting property lines, in the ten (10) foot easement hereby reserved, Declarant also reserves the right to install, maintain and repair bike and pedestrian paths, streetlights and/or street-side trees and landscaping, which right shall automatically transfer to the Association after the Declarant Control Period.

IN WITNESS WHEREOF, THE Grantor has duly executed the foregoing as of the day and year first above written.

Stone Ridge, LLC, a North Carolina Limited Liability Company

By:  _____ (Seal)
Name: Stuart C. Parks
Title: Member/Manager

STATE OF North Carolina

COUNTY OF Forsyth

I, Cindy Cumming, a Notary Public of the County of Forsyth and State of North Carolina, certify that Stuart C. Parks, either being personally known to me or proven by satisfactory evidence (said evidence being North Carolina Driver's License), who is the Member/Manager of STONE RIDGE, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged that he is Member/Manager of STONE RIDGE, LLC and that as Member/Manager being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this 27th day of April, 2021.

Cindy Cumming
Notary Public
Name: Cindy Cumming

My Commission Expires: 12/2/2023

