

FORSYTH CO., NC
PRESENTED & RECORDED: 05/23/2001 12:36PM
DICKIE C. WOOD REGISTER OF DEEDS BY:HOODVA
BK2175 P4232 - P4245

Refer to Ed Green #38

AMENDMENTS

TO THE

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to North Carolina General Statutes, Chapter 47F

THIS AMENDMENT to the Declaration of Covenants, Conditions and restrictions of STONEWOOD, as recorded in Deed Book 1365 at Page 1054 of the Forsyth County Register of Deeds, is made by sixty-seven percent (67%) or more of the lot owners and members of the Stonewood Homeowners Association;

WITNESSETH:

WHEREAS, the undersigned are the owners of sixty-seven percent (67%) or more of the lots in Stonewood, being situated in Winston Township, County of Forsyth, State of North Carolina, which is more particularly described as:

All of that certain parcel of land shown on the plats entitled Stonewood, Phase I, II, III and IV, which appear of record in the Office of the Register of Deeds of Forsyth County, North Carolina, in the following Plat Books and Pages and to which reference is made for a more particular description: Plat Book 28, Page 48; Plat Book 28, Page 144; Plat Book 29, Page 15; and Plat Book 30, Page 78.

NOW, THEREFORE, the undersigned hereby declare that all of the properties described above shall be held, sold and conveyed subject to the original Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 1365 at Page 1054 of the Forsyth County Registry, except as herein amended, and the provisions of Chapter 47F of the General Statutes of North Carolina shall be applicable to the planned community of Stonewood.

ARTICLE III, Section 1. Maintenance by Each Owner shall be amended by adding an additional paragraph as follows:

No owner shall allow his or her house or unit to be spray painted but shall cause all painting to be done using paintbrushes or rollers. If any owner allows his or her

house or unit to be spray painted and damage occurs as a result thereof to any property, including automobiles, boats and other motor vehicles, such property owner shall be liable for payment of the damage and the Board of Directors shall have the power to assess the damages upon reasonable documentation and proof and shall be empowered to place a lien against the Lot of the offending owner and to enforce the lien in the same manner as provided for herein in regard to other assessments and liens.

ARTICLE III, Section 2. Maintenance by Association., Paragraph 1 shall be amended in its entirety to provide as follows:

The Association at its expense shall be responsible for maintaining, repairing and replacing the paved surfaces of all drives, parking areas and walkways located within the Common Area and all utility and drainage lines and pipes which are located within the Common Area and which are not maintained by the City of Winston-Salem; and the Association shall maintain in a neat and attractive condition the trees, shrubs, grass and yard in the Common Area. The Association shall also maintain certain recreational improvements to be located on the Common Area, said improvements to include two doubles tennis courts and a basketball court.

ARTICLE IV, Section 3(b) shall be amended in its entirety to provide as follows:

From and after the end of the calendar year in which said annual assessment has become Forty Dollars (\$40.00) per Lot, per month, the Board may increase the annual assessment by an amount not in excess of 20% more than the assessment for the previous year. Any annual assessment increase in excess of 20% over the previous year must be approved by a 2/3 majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE IV, Section 4. Special Assessments for Public or Private Capital Improvements shall be amended in its entirety to provide as follows:

In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3), or sixty-seven percent (67%), of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

ARTICLE IV, Section 5. Notice and Quorum for any Action of the Board of Directors or a Meeting of the Membership of the Association shall be amended in its entirety to provide as follows:

The quorum requirements for all meetings of the Board of Directors and the membership of the Association shall be the minimum requirements set forth in Chapter 47F-3-109 of the General Statutes of North Carolina.

ARTICLE IV, Section 8. Effect of Nonpayment of Assessments: Remedies of the Association shall be amended in its entirety to provide as follows:

Any assessment not paid by its due date shall bear a late charge as provided in the By-Laws, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property; and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE VII, Section 2. Nuisance shall be amended in its entirety to provide as follows:

No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No all-terrain vehicles shall be allowed upon any Lot, common grounds or road within the development.

ARTICLE VII, Section 4. Outside Antennas shall be amended in its entirety to provide as follows:

All outside radio, television or video antennas installed or erected on any Lot or dwelling within the Properties is subject to inspection and approval by the Board of Directors of the Association or its architectural control committee and shall comply with all applicable rules and regulations of the Federal Communications Commission.

ARTICLE VII, Section 5. Vehicles shall be added to provide as follows:

Any non-driveable or unlicensed vehicles parked on the property shall be subject to towing and removal from the premises at the expense of the vehicle owner, said owner being given ten (10) days' Notice from the Board of Directors.

ARTICLE VIII, Section 2. Delegation of Use shall be amended in its entirety to provide as follows:

H Lewis
Subscribing Witness

H Lewis
Subscribing Witness

H Lewis
Subscribing Witness

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Subscribing Witness

James O. Jones (SEAL)
Owner

Ann O. Jones (SEAL)
Owner

John E. Barnes (SEAL)
Owner

Patricia A. Barnes (SEAL)
Owner

Hesteron (SEAL)
Owner

Monica Johnson (SEAL)
Owner

Kennel Burgess (SEAL)
Owner

Caroly Williams (SEAL)
Owner

Octavia Clifton (SEAL)
Owner

Deathy South (SEAL)
Owner

Belgia Green (SEAL)
Owner

Lila Dorr (SEAL)
Owner

Virginia R. Prater (SEAL)
Owner

Paul E. Ford (SEAL)
Owner

Warlene M. Zodd (SEAL)
Owner

1952

1933

1924

1908

1884

1889

1905

1945

1937

1892

1896

H. Lewis
Subscribing Witness

H. Lewis
Subscribing Witness

H. Lewis
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Subscribing Witness

Abner Izal (SEAL) 1920
Owner

Carol E Beard (SEAL) 1876
Owner

Stacy Muffi (SEAL) 1888
Owner

Ed Garrett (SEAL) 1913
Owner

June Edwards (SEAL) 1893
Owner

Ligh Wellor (SEAL) 1880
Owner

Anne Patterson (SEAL) 1872
Owner

James J. Pulliam (SEAL) 1948
Owner

Ashley Spach (SEAL) 1869
Owner

Robert Butt (SEAL) 1949
Owner

John Cook (SEAL) 1969
Owner

Abner Sheets (SEAL) 1861
Owner

Owner (SEAL)

Owner (SEAL)

Owner (SEAL)

IN WITNESS WHEREOF, the undersigned, being the owners of sixty-seven percent (67%) or more of the lots in the four phases of Stonewood have hereunto set their hands and seals as of January 1, 2001.

H. Lewis 2-27-01
Subscribing Witness

H. Lewis 2-27-01
Subscribing Witness

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Subscribing Witness

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H. Lewis 2-27-01
Subscribing Witness

Harren Chilton (SEAL) } 2003
Owner

Lettie Chilton (SEAL) }
Owner

John A. Wall (SEAL) 1973
Owner

Glady Foster (SEAL) 1977
Owner

James Austin (SEAL) } 1981
Owner

Chaim D. White (SEAL)
Owner

Kimberly Sink (SEAL) 1953
Owner

Colleen G. Cople (SEAL) 1932
Owner

Joseph B. Sims (SEAL) 1944
Owner

Keith Fowler (SEAL) 1936
Owner

Douglas Neal (SEAL) 1961
Owner

Karen H. Connel (SEAL) 1965
Owner

Tom Creech (SEAL) 1985
Owner

Paul C Ford
Subscribing Witness

Paul C Ford
Subscribing Witness

H Davis
Subscribing Witness

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Subscribing Witness

Thomas L. Davis (SEAL)
Owner

Sharon S Davis (SEAL) 1993
Owner

Florence M. [unclear] (SEAL) 1873
Owner

Sharon M. [unclear] (SEAL) 1868
Owner

Acacia E. [unclear] (SEAL) 1899
Owner

Virginia B. [unclear] (SEAL) 1900
Owner

Shirley R. Porter (SEAL) 1917
Owner

Jacqueline J. Brand (SEAL) 1921
Owner

Nancy P. [unclear] (SEAL) 1916
Owner

[unclear] (SEAL) 1929
Owner

[unclear] (SEAL) 1909
Owner

Natalia Heger (SEAL) 1900
Owner

Patricia Austin (SEAL) 1940
Owner

Sam O. [unclear] (SEAL) 1928
Owner

Kristen L. Rockett (SEAL) 1957
Owner

Glenda K Sheets
Subscribing Witness

Judy A. Oakley (SEAL) 1853
Owner

Glenda K Sheets
Subscribing Witness

Ang Toanjes (SEAL)
Owner

Glenda K Sheets
Subscribing Witness

Esther (SEAL) } 1825
Owner

Glenda K Sheets
Subscribing Witness

Nancy Howard (SEAL) 1841
Owner

Glenda K Sheets
Subscribing Witness

Cathleen J Farmer (SEAL)
Owner

Glenda K Sheets
Subscribing Witness

And James (SEAL) } 1857
Owner

Glenda K Sheets
Subscribing Witness

Cathy J. Yodiff (SEAL) 1756
Owner

Glenda K Sheets
Subscribing Witness

Mark (SEAL)
Owner

Glenda K Sheets
Subscribing Witness

Orma Timell (SEAL) } 1744
Owner

Glenda K Sheets
Subscribing Witness

Corinne J. Peter (SEAL)
Owner

Glenda K Sheets
Subscribing Witness

James P. Van Meter (SEAL) } 1728
Owner

Glenda K Sheets
Subscribing Witness

Walt D. Barnes (SEAL) 1716
Owner

Glenda K Sheets
Subscribing Witness

Charles E. North (SEAL)
Owner

Glenda K Sheets
Subscribing Witness

Brenda B. Park (SEAL) } 1809
Owner

Glenda K Sheets
Subscribing Witness

Walter (SEAL) 1801
Owner

Glenda K Sheets
Subscribing Witness

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Subscribing Witness

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Subscribing Witness

Ramona Green (SEAL) 1808
Owner

Spacia M. Grace (SEAL) 1849
Owner

Eleana D. Pardo (SEAL) 1824
Owner

A. Fulton Meacham (SEAL) 1678
Owner

Barbara Stokes (SEAL) 1662
Owner

Ken Mc Ki (SEAL) 1686
Owner

Nancy LaPrad (SEAL) } 1674
Owner

Gay Fabrad (SEAL) }
Owner

David V. Taylor (SEAL) } 1666
Owner

Helene Taylor (SEAL) }
Owner

Thomas E. Deer (SEAL) 1720
Owner

Kay Anderson (SEAL) 1748
Owner

Martha M. Sayers (SEAL) } 1840
Owner

Thomas A. Sayers (SEAL) }
Owner

St. B. Baker (SEAL) 1865
Owner

Glendon Sheets
Subscribing Witness

Glendon Sheets
Subscribing Witness

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Bennie K. Rice (SEAL) 1670
Owner

Jack H. Rice (SEAL) 1670
Owner

Rahma Yanguwani (SEAL) 1800
Owner

[Signature] (SEAL) 1832
Owner

Luise Barrineau (SEAL) 1736
Owner

[Signature] (SEAL) 1784
Owner

Gary H. Burson (SEAL) 1760
Owner

Owner (SEAL)

Owner (SEAL)

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Owner (SEAL)

Owner (SEAL)

Owner (SEAL)

NORTH CAROLINA

FORSYTH COUNTY

I, Jean J. Leonard, a Notary Public of ForsythCounty, North Carolina, do hereby certify that T.L. Reavis, Subscribing Witness, personallyappeared before me this day and being duly sworn, stated that in his/her presence WarrenChilton, Lottie Chilton, Linda F. Wall, Gladys Foster, James Austin, Gloria Austin, KimberlySink, Colleen G. Cople, Joyce B. Sills, Keith Fowler, Douglas Mead, Karen Holcomb, LonCreech, Florette Melton, Sharon McElveen, Nancy E. Anderson, Virginia Britt, Sheila R. Porter,Jacqueline J. Broach, Nancy P. Griffith, Eddie Sparks, Timothy Todd, Natalia Hager, PatriciaAustin, Sue Singleton, Kristin L. Lockett, James O. Jones, Ann D. Jones, John E. Barnes,Patricia S. Barnes, Vernell Bauguss, Carolyn Williams, Octavia Clayton, Dorothy Smith,Beverly Freeman, Linda Dorr, Virginia R. Prater, Jack C. Todd, Darlene M. Todd, Rebecca S.Izak, Carol E. Beard, Stacy Griffin, Ed Garrett, June Edwards, Leigh Welborn, Anne Patterson,James L. Pulliam, Ashley Spach, Robin Butler Luke Copley, and Glenda K. Sheets signed the

foregoing instrument.

WITNESS my hand and notarial seal, this the 22nd day of March, 2001.My Commission Expires: January 17, 2005

Jean J. Leonard
Notary Public

NORTH CAROLINA

FORSYTH COUNTY

I, Jean J. Leonard, a Notary Public of Forsyth County, North Carolina, do hereby certify that Jack C. Todd, Subscribing Witness, personally appeared before me this day and being duly sworn, stated that in his/her presence Thomas L. Reavis and Sharon S. Reavis, signed the foregoing instrument.

WITNESS my hand and notarial seal, this the 22nd day of March, 2001.

My Commission Expires: January 17, 2005



Jean J. Leonard
Notary Public

NORTH CAROLINA

FORSYTH COUNTY

I, Jean J. Leonard, a Notary Public of Forsyth County, North Carolina, do hereby certify that Glenda K. Sheets, Subscribing Witness, personally appeared before me this day and being duly sworn, stated that in his/her presence Judy A. Oakley, Amy Toenjes, Steve Toenjes, Nancy Howard, Patricia L. Farmer, Fred Farmer, Edith J. Topliff, Mark Tirrell, Anna Tirrell, Corinne Van Meter, James W. Van Meter, Kathy Barnes, Charles E. North, Brenda K. North, Maggie Elsner, Ramona Greer, Sandra M. Groce, Eleanor D. Pardue, A. Fulton Meachem, Jr., Barbara Stokes, Kerry Ashworth-King, Nancy LaPrad, Jerry LaPrad, David J. Taylor, Helen Taylor, Thomas E. Deese, Kay Anderson, Martha M. Sayers, Thomas G. Sayers, Stephen Jackson, Bonnie R. Rice, Jack H. Rice, Reshma Gangwani, Peter Loucas, Eunice Barrineau, Jessie Weber, and Janet L. Branon signed the foregoing instrument.

WITNESS my hand and notarial seal, this the 22nd day of March, 2001.

My Commission Expires: January 17, 2005



Jean J. Leonard
 Notary Public

STATE OF NC - FORSYTH CO

The foregoing certificate(s) of:

Jean J. Leonard _____
 NP(s)

s/are certified to be correct at the date of recordation shown on the first page thereof.

Dickie C. Wood, Register of Deeds by: [Signature] Deputy/Asst