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PRESENTED & RECORDED:

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CINDY M OWNBEY

REGISTER OF DEEDS

BY: BETH C LANDRETH

ASSISTANT

BK: DOC 903

PG: 462-464

Prepared by: Gayle E. Ramsey

AMENDMENT AND
CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF
RESTRICTIVE AND PROTECTIVE COVENANTS
FOR STONE'S LAKE

This Amendment and Certificate of Amendment is made this 13th day of July, 2019, by STONE'S LAKE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation (hereinafter sometimes referred to as "Stone's Lake Property Owners Association," "the Association" or "the SLPOA").

WITNESSETH:

THAT, WHEREAS, CEDAR OAKS JOINT VENTURE (as "Developer" or "Declarant") has recorded on the 11th day of June, 2004, in the office of the Register of Deeds for Transylvania County in Document Book 237, page 417, a certain Declaration of Restrictive and Protective Covenants for Stone's Lake (the "Declaration") for the development known as Stone's Lake; and

WHEREAS, the second paragraph in Article 5 of the Declaration defines the operation of unlicensed motor vehicles in the Development (including specifically trail motor bikes with two, three or more wheels), as a nuisance; and

WHEREAS, unlicensed utility vehicles are currently owned and used in the Development by members of the Association; and

WHEREAS, the majority of the members of the Association have agreed that the responsible use of unlicensed utility vehicles which are defined in Webster's Dictionary as "a truck with low sides designed to carry small loads" would not prove to be a nuisance and that their continued use is of significant convenience to members in managing their property and enjoying the common facilities; and

WHEREAS, the first sentence in Article 15 of the Declaration provides that no trees, brush, or shrubs, including but not limited to mountain laurel, wild azaleas and rhododendron, shall be trimmed on or removed from any lot prior to proper approval of such trimming or removal by the Architectural Control Committee or such other committee which may be delegated the right to make such approval by the Association; and

WHEREAS, the majority of the members of the Association have agreed that this approval procedure is unnecessarily complex insofar as it relates to minor landscape trimming and clearing of small trees, brush, and shrubs; and

WHEREAS, the Association entered into an agreement dated November 7, 2018, to purchase a three acre portion of Lot 3 which borders the shore line of Stone's Lake, an existing common area already owned by the Association and protected land currently owned by the State of North Carolina for the purchase price of \$75,000.00 which will be owned by the

Association and enjoyed by members of the Association as additional common area; and

WHEREAS, sixty-seven percent (67%) of the members of the Association by written ballot have approved the purchase of such additional common area for the purchase price of \$75,000.00; and

WHEREAS, the Association does not have sufficient cash reserves on hand to pay the purchased price; and

WHEREAS, Article 29 of the Declaration provides that the Declaration may be amended at any time and from time to time by the recordation in the office of the Register of Deeds for Transylvania County, North Carolina, of a written amendment to these restrictions signed by the owners of at least sixty-seven percent (67%) of the lots in the Development and also by the Developer so long as the Developer shall own any lots which are subject to this Declaration, or by the recordation in said office of a document prepared and executed by the Secretary of the Board of Directors certifying that the amendment to the Declaration set out therein has been approved by the affirmative vote of at least sixty-seven percent (67%) of the votes in the Association; and

WHEREAS, Developer no longer owns any lots which are subject to the Declaration; and

WHEREAS, the Association has obtained the approval of the affirmative votes of the owners of at least sixty-seven percent (67%) of the votes in the Association for the amendments to the Declaration hereinafter set forth.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The second paragraph in Article 5 is revised to read as follows:

Noxious or offensive activity shall include but shall not be limited to (1) a public nuisance or nuisance per se, (2) any behavior which is inconsistent with both a reasonable pleasurable use of the properties of the owners of lots and parcels in the Development, their tenants and guests, and their reasonable expectation of vacationing, year-round living, studying, working and recreating, free of excessively noisy behavior grossly disrespecting the rights of others, (3) flashing or excessively bright lights, (4) racing vehicles (regardless of the number of wheels), (5) the operation of unlicensed motor vehicles in the Development (including specifically trail motor bikes with two, three or more wheels), although the operation of unlicensed utility vehicles, as defined in Webster's dictionary, may be used within the Development provided: (a) the vehicle is owned by a member of the SLPOA, (b) the vehicle is not modified to compromise safety or increase noise production, and (c) the SLPOA member is responsible for any liability arising out of the ownership, use or operation of the utility vehicle, (6) the operation of motor vehicles by unlicensed persons on any roads in the Development or any motorcycle, moped or motor bike riding in the Development other than as a means of transportation to and from the home of a resident lot owner to the state road, (7) offensive displays of public sexuality, (8) public drunkenness, (9) significantly loud electronic music distractions or vibrations which extend beyond property lines, (10) the discharge of fireworks, (11) the assembly and disassembly of motor vehicles and other mechanical devices which might tend to create disorderly, unsightly or unkempt conditions, (12) parking or storing any junked, inoperable or unlicensed automobiles, trucks or heavy equipment on any lot or road in the Development, or (13) other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the lots in the Development.

2. The first sentence in Article 15 shall be deleted in its entirety and shall be replaced by the following language:

No trees, brush or shrubs, with a diameter at breast height of six inches (6") or more shall be removed or topped nor shall any branch with a diameter of six inches (6") or more be

limbed from any tree, brush or shrub on any lot prior to proper approval by the Architectural Control Committee or such other committee which may be delegated the right to make such approval by the Association.

3. The following paragraph shall be added to at the end of Section C of Article 26:

The Board of Stone's Lake Property Owners Association duly authorized by the approval of sixty-seven percent (67%) of the members of Stone's Lake Property Owners Association assesses each Lot a one-time special assessment of \$2000.00 for the sole purpose to acquire additional common area. This special assessment is due and payable by each owner thirty days from the date the special assessment is mailed to each Owner.

IN WITNESS WHEREOF, the undersigned Secretary of Stone's Lake Property Owners Association, Inc., has executed this Certificate of Amendment to the Declaration of Restrictive and Protective Covenants of Stone's Lake, this the day and year first above written.

STONE'S LAKE PROPERTY OWNERS ASSOCIATION, INC.,
a North Carolina nonprofit corporation

By: Thomas B. Elson
Secretary

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, a Notary Public of said State and County, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Thomas Elson

WITNESS my hand and Notarial Seal, this the 13 day of July, 2019.

Patricia Ownbey Transylvania County
Notary Public
Patricia Ownbey
(Print or Type Name)



My Commission Expires: 4/9/2020

Z:\Norma\Ramsey\Stone's Lake Certificate of Amendment to Covenants