

Prepared by and Mail to: Margaret M. Chase, Higgins Benjamin, PLLC
301 N. Elm Street, Suite 800, Greensboro, NC 27401

NORTH CAROLINA
GUILFORD COUNTY

AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS STONE MILL VILLAGE

THIS AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STONE MILL VILLAGE (the
“Declaration”) is made this the 24 day of January, 2022, by Stone
Mill HOA, Inc. (the “Association”).

WITNESSETH THAT

WHEREAS, by the following instrument recorded in the Guilford County
Registry, the Declarant, Shugart Enterprises, LLC, subjected Stone Mill HOA, Inc. to the
following Declaration of Covenants, Conditions and Restrictions and amendments to the
same:

- a) Book 8037, Page 2725 on April 12, 2018;
- b) Book 8110, Page 1883 on December 11, 2018; and
- c) Book 8491, Page 229 on August 5, 2021.

WHEREAS, the Declaration applies to and runs with the land described in the
Plat Book and Page of the Guilford County Register of Deeds, including the following:

- a) Plat Book 196, Pages 135-136; and
- b) Plat Book 197, Page 120;

WHEREAS, Article XI, Section 3 of the Declaration provides as follows:

“This Declaration may be amended with the consent of Owners entitled to cast at least sixty-seven percent (67%) of the votes in the Association...Any amendment must: (1) be executed on behalf of the Association by its duly authorized officers; (2) contain an attestation that the requisite Owner approval has been obtained and is evidence by written acknowledgement(s) signed by Owners approving the amendment and made a part of the Minute Book of the Association; and (3) be properly recorded in the Office of the Register of Deeds where the land lays..”

WHEREAS, the required vote has been obtained to amend the Declaration. The Officers of the Association executing this Amendment have certified that the requisite Owner approval has been obtained; said Certification can be found attached hereto as Exhibit A.

NOW THEREFORE, the Declaration shall be amended as follows:

Article VII, Restrictions, Section 13, Leases on Lots and Limitation on Rental Property, shall be deleted in its entirety and replaced with the following:

SECTION 13. LEASES ON LOTS AND LIMITATION ON RENTAL PROPERTY. Notwithstanding any other provisions of the Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations of the Association, the only persons, or legal entities, authorized to lease property within the Association shall be those that are currently engaged in an owner-occupied lease agreement or in a lease agreement prior to the recording of this Amendment. These persons or legal entities entitled to rent or lease property within the Association shall be hereinafter called “Eligible Owners.” Eligible Owners shall be permitted to rent and lease the Lot, subject to other restrictions set forth in the Declaration, as amended.

Any Lease Agreement between an Eligible Owner and a lessee for the lease of such Eligible Owner’s Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. All leases of Lots shall be in writing and shall have a term of at least one (1) year.

All Eligible Owners that rent or lease their Lot shall register such rental information with the Board of Directors for the Association providing the name and address of the owner(s) of the property, the names of all tenants leasing the property, and the starting date and ending date of the rental or lease term.

Owners that acquire title to property within the Association after the date of the recording of this Amendment shall not be permitted to rent or lease property within the Association. These persons or legal entities shall be

hereinafter called "Subsequent Owners." All Lots owned by Subsequent Owners shall be occupied by persons with legal title to the property, legal ownership interest in the property, and/or a marital interest in the property, and the family members of those categories of persons, and no portion of the property may be rented or leased.

It is understood and acknowledged that, eventually, through the sales of property within the Association, the number of properties available to be rented or leased by owners within the Association will decrease and ultimately, once all of the properties within the Association are sold to third parties, no owner will be authorized to rent or lease their property.

Notwithstanding the foregoing prohibition, each Owner may lease their Lot to individuals attending the International Home Furnishings Market in High Point, North Carolina in the fall and spring of each year, each of which shall not exceed fourteen consecutive (14) days.

This the 24th day of January 2022.

Stone Mill HOA, Inc.

By: Michael W. Gay
President, Stone Mill HOA, Inc.

ATTESTED:

Jackie Boylan
Secretary, Stone Mill HOA, Inc.

I, Jackie Boylan, Secretary of Stone Mill HOA, Inc., certify that Michael Gay personally came before me this day and acknowledged that s/he is the President of Stone Mill HOA, Inc., a corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand this the 24th day of January 2022.

Jackie Boylan
Secretary, Stone Mill HOA, Inc.

Wendy Hankin
Subscribing Witness

NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that _____
personally appeared before me this day and acknowledged that s/he is the President of
Stone Mill HOA, Inc., and that s/he has executed the foregoing instrument as its
President.

WITNESS my hand and seal this the _____ day of _____ 2022.

Notary Public

My commission expires:

Printed Name

NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that _____
personally appeared before me this day and acknowledged that s/he is the Secretary of
Stone Mill HOA, Inc., and that s/he has executed the foregoing instrument as its
Secretary.

WITNESS my hand and seal this the _____ day of _____ 2022.

Notary Public

My commission expires:

Printed Name

EXHIBIT A

**CERTIFICATION OF VALIDITY OF THE AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF STONE MILL VILLAGE**

By authority of its Board of Directors, Board of Directors, Stone Mill HOA, Inc. hereby certifies that the foregoing instrument has been duly adopted by 67 percent (%) of the votes of the Members of the Association and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions of Stone Mill Village. The written acknowledgements have been made part of the Minute Book of the Association.

This the 24th day of January, 2022.

STONE MILL HOA, INC.

Michael W. May
President

ATTEST:

Jackie Baylan
Secretary

Mari Hankin
Subscribing witness

**G.S. § 10B-42 NOTARIAL CERTIFICATE FOR A
VERIFICATION OF SUBSCRIBING WITNESS**

Guilford County, North Carolina

I certify that Marci Hawkins personally appeared before me this day and
Name of subscribing witness
certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the
transaction, signed the foregoing document as a subscribing witness, and either

witnessed Michael W. Gay sign the foregoing document or
Name of principal

witnessed _____ acknowledge his or her signature on the
Name of principal
already-signed document.

Date: Jan. 26, 2022



Shannon L. Carter
Official Signature of Notary

Shannon L. Carter, Notary Public
Notary's printed or typed name

My commission expires: 5/17/2026

OPTIONAL

This certificate is attached to a Declaration Amendment, signed by Michael W. Gay
Title/Type of Document *Name of Principal Signer(s)*

on Jan 24 2022, and includes 5 pages.
Date *# of pages*

**G.S. § 10B-42 NOTARIAL CERTIFICATE FOR A
VERIFICATION OF SUBSCRIBING WITNESS**

Guilford County, North Carolina

I certify that Marci Hawkins personally appeared before me this day and
Name of subscribing witness
certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the

transaction, signed the foregoing document as a subscribing witness, and either

witnessed Jackie Boylan sign the foregoing document or
Name of principal

witnessed _____ acknowledge his or her signature on the
Name of principal
already-signed document.

Date: Jan 26, 2022



Shannon L. Carter
Official Signature of Notary
Shannon L. Carter, Notary Public
Notary's printed or typed name

My commission expires: 5/17/2026

OPTIONAL

This certificate is attached to a Declaration Amendment signed by Michael W. Gay
Title/Type of Document *Name of Principal Signer(s)*

on Jan 24 2022, and includes 5 pages.
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