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Alamance, NC
David Barber Register of Deeds
BK 4674 PG 525-526

MUNGO HOMES
221 JONESTOWN RD
WINSTON SALEM, NC 27104

Prepared by Philip E. Searcy

NORTH CAROLINA

ALAMANCE COUNTY

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLES AT HARRIS FARM SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLES AT HARRIS FARM (the "Amendment") is made this ____ day of November, 2024, by **Clayton Properties Group, Inc.** (the "Declarant"), pursuant to the provisions of Chapter 47F of the North Carolina General Statutes, entitled the "North Carolina Planned Community Act", and Article 18 of the Declaration of Covenants, Conditions and Restrictions for Stables at Harris Farms Subdivision.

BACKGROUND STATEMENT

THAT WHEREAS, Clayton Properties Group, Inc.("Clayton"), as Declarant, caused to be recorded in in Book 4375 page 463, Alamance County Registry a Declaration of Covenants, Conditions and Restrictions for Stables at Harris Farm Subdivision (the "Declaration"), which Declaration established certain covenants and conditions for the real property described therein and the property subsequently annexed therein; and

WHEREAS, Pursuant to Article IX, Section 8 of the Declaration, the Declaration may be amended by the Declarant as long as the Declarant owns any Lot in the Stables at Harris Farm development by executing and recording an Amendment to the Declaration in accordance with said Article; and

WHEREAS, the Declarant is the owner of Lots in the Stables at Harris Farm development; and

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. **Incorporation of Background Statement.** The above background statement and preamble is incorporated herein by reference, and this Amendment shall be construed in light thereof.

2. **Amendment to Article VI, Section 1.** The current Section 1 is hereby removed and replaced by the following paragraph: "The Association shall maintain, repair and replace all parts of the Common Area and Facilities, if any, except as may be otherwise stated herein. In addition the Association will provide routine mowing, edging, trimming, pruning, mulching and other yard type maintenance on the Lots. The Association shall not be responsible for replacing plants, plantings or trees that die due to homeowner neglect."

3. **Amendment to Article VI, Section 2.** The last sentence of Section 2 is hereby removed in its entirety.

4. **Ratification of Declaration.** All the terms of the Declaration, whether or not expressly modified herein, shall be construed to give effect to the Amendment contained herein, and such Amendment shall supersede conflicting terms of the Declaration. In all other respects, the Declaration shall continue in full force and effect in accordance with its terms, except as expressly amended and supplemented by this Amendment, and is hereby ratified and affirmed by the Declarant.

5. **Covenants** Running **with the Land; Binding Nature.** This Amendment and the Declaration, as amended from time to time, and the rights and obligations thereunder, shall run with the title to any Lot and shall be appurtenant thereto, and shall bind and inure to the benefit of the Declarant and subsequent owners of the Units, and their respective heirs, successors and assigns.

6. **Governing Law.** This Amendment and the Declaration and any controversy or claim arising out of or relating to this Amendment or the Declaration shall be governed by, interpreted and construed in accordance with the laws of the State of North Carolina, without giving effect to the principles of conflicts of laws.

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective as of the day and year first above written.

Clayton Properties Group, Inc.

By: _____

Title: Land Development Manager

STATE OF NORTH CAROLINA)

COUNTY OF Forsyth)

I certify that Chandler Turpin as LD Manager of **Clayton Properties Group, Inc.** personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Today's date: January 23, 2025

Anneliese Wall
Notary Public

ANNELIESE WALL
NOTARY PUBLIC
FORSYTH COUNTY
STATE OF NORTH CAROLINA