

Dristnalto: Suzanne Ramm

Drafted by and Mail to: Joan M. Balderamos Bell, Davis & Pitt, P.A. P.O. Box 21029 Winston-Salem, NC 27120-1029

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

#### FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLIFFMOOR TOWNHOMES ASSOCIATION, INC.

Cross Reference: Declaration of Covenants, Conditions and restrictions for Cliffmoor Townhomes Association, Inc., Book 3397, Page 4326

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THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLIFFMOOR TOWNHOMES ASSOCIATION, INC. ("First Amendment") is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Taylor Development Group, LLC, a North Carolina limited liability company ("Declarant") and certain Owners.

#### **RECITALS:**

1. Declarant recorded the certain Declaration of Covenants, Conditions and Restrictions for Cliffmoor Townhomes Association, Inc. in Book 3397, Page 4326 of the Forsyth County Registry (the "Declaration"), to establish restrictions, covenants and conditions for the property described and shown on the certain plat of Cliffmoor recorded in Plat Book 67, Page 162, Forsyth County Registry (the "Property") and referred to in the Declaration as the Cliffmoor Townhomes;

2. Declarant and other Owners (as such term is defined in the Declaration) desire to amend the Declaration to modify certain provisions thereof;

3. This First Amendment has been executed as required by Section 3 of Article XI of the Declaration as evidenced by the signature pages attached hereto (which represent the signatures of seventy-five percent (75%) of Owners of Lots).

NOW, THEREFORE, Declarant and the undersigned Owners hereby amend the Declaration as follows:

1. Article IV, Section 5 is deleted and replaced with the following:

"Section 5. Parking and Use Regulations for Boats, Trailers, etc. No boats, trailers, motor homes or recreational vehicles shall be parked within the right-of way of any public or private street located within the Property or in any Common Areas or Limited Common Areas."

2. Article VIII, Section 3(e) is deleted and replaced with the following:

"(e) No Owner shall rent his or her Lot or Unit for transient or hotel purposes which shall be defined as a rental for any period less than twelve (12) months. Any lease permitted by the terms hereof shall encumber an entire Lot, shall be in writing, and shall be subject to this Declaration and the rules and regulations promulgated by the Association (whether or not the same are referenced within the body of the lease). Any Owner who enters into a lease of a Lot shall promptly notify the Association of the name of the lessee, the Lot so leased and the term of the lease. Each Owner shall have the right to lease his or her Lot so long as such Owner strictly complies with the restrictions set forth in this Section 3(e)."

3. Article VIII, Section 3(i) is deleted and replaced with the following:

"No communications, satellite or television receiving disc, antenna or similar item may be erected or placed on any Lot, or on any building on any Lot."

4. Article VIII, Section 3(z) is deleted and replaced with the following:

"(z) No vehicles of any type shall be parked within the right-of-way of any public or private street located within the Property except for periods of no more than twenty four (24) hours to accommodate the occasional overflow parking of guests of Owners."

5. Article VIII, Section 3 is amended to include the following provisions:

"(bb) Garages shall be used solely for the storage of vehicles and other personal property of Owners. No vehicles shall be permanently parked in driveways located within Limited Common Areas. Garage doors must be kept closed when not in use.

(cc) Parking spaces located within Common Areas shall not be used by Owners other than to accommodate overflow or overnight parking of guests. No vehicles shall be parked or left standing in any such parking spaces for more than a one (1) week period.

(dd) No solar panels may be placed on any Lot or on any building located on any Lot.

(ee) No compost bins may be placed on any Lot."

6. Except as expressly set forth herein, the remaining terms of the Declaration shall remain in full force and effect. All capitalized terms used and not defined herein shall have those meanings set forth in the Declaration.

IN WITNESS WHEREOF, Declarant and the undersigned Owners have executed this First Amendment to Declaration of Covenants, Conditions and Restrictions for Cliffmoor Townhomes Association, Inc. as of the day and year set forth above.

DECLARANT:

TAYLOR DEVELOPMENT GROUP, LLC, a North Carolina limited liability company

By: Suzanne Taylor Ramm, President & Manager

# STATE OF NORTH CAROLINA, FORSYTH COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: <u>Suzanne Taylor Ramm</u>.

Date: 9/2/20

Signature of Notary Public

Danielle Viator

Printed Name of Notary Public

My Commission Expires: 9/23/24



## SIGNATURE PAGE FOR LOT 1, CLIFFMOOR, PLAT BOOK 69, PAGE 48, FORSYTH COUNTY REGISTRY TAX PARCEL # 6815-25-4176.00

OWNER:

TAMAJOL

Jean Cly Townsend, Jas Trustee of the James E. Townsend, Jr. and Jean Cly Townsend Trust dated March 7, 1994, as amended

STATE OF NORTH CAROLINA

Forsyth COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Jean Cly Townsend.

Date: 9/1/20

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Signature of Notary Public

Danielle Via

Printed Name of Notary Public

My Commission Expires: 9/23/24



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# SIGNATURE PAGE FOR LOT 2, CLIFFMOOR, PLAT BOOK 69, PAGE 48, FORSYTH COUNTY REGISTRY TAX PARCEL # 6815-25-5118.00

**OWNER:** David Cheff Yarboroug

STATE OF NORTH CAROLINA Forsyth county

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: <u>David Cheff Yarborough</u>.

Date: 9/3/20

Hanielle '

Signature of Notary Public

Danielle Viator

Printed Name of Notary Public

My Commission Expires: 9/23/24

DANIELLE VIATOR Notary Public North Carolina Forsyth County

# SIGNATURE PAGE FOR LOT 3, CLIFFMOOR, PLAT BOOK 69, PAGE 48, FORSYTH COUNTY REGISTRY TAX PARCEL # 6815-25-5260.00

OWNER:

Dallas L. Ledlow

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STATE OF NORTH CAROLINA Vate COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Dallas L. Ledlow and Kimberly L. Ledlow.

Date: August 24th 2020

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: Acavit 22 2023



## SIGNATURE PAGE FOR LOT 4, CLIFFMOOR, PLAT BOOK 69, PAGE 48, FORSYTH COUNTY REGISTRY TAX PARCEL # 6815-25-6201.00

TAYLOR DEVELOPMENT GROUP, LLC, a North Carolina limited liability company

By: Suzanne Taylor Ramm, President & Manager

STATE OF NORTH CAROLINA, FORSYTH COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: <u>Suzanne Taylor Ramm</u>.

Date:

Danielle Viator

Signature of Notary Public

My Commission Expires: 9/23/24

Printed Name of Notary Public



## SIGNATURE PAGE FOR LOT 14, CLIFFMOOR, PLAT BOOK 71, PAGE 156, FORSYTH COUNTY REGISTRY TAX PARCEL # 6815-24-4962.00

**OWNER**; Anju B. Saraswat

STATE OF NORTH CAROLINA

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: <u>David Cheff Yarborough</u>.

2020 Date: G

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: 7-27-22



## SIGNATURE PAGE FOR LOT 15, CLIFFMOOR, PLAT BOOK 71, PAGE 156, FORSYTH COUNTY REGISTRY TAX PARCEL # 6815-24-4969.00

**OWNER:** 

David R. Sloan David R. Sloan Phylip It. Sloan

Phyllis W. Sloan

STATE OF NORTH CAROLINA Forsyth COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: David R. Sloan and Phyllis W. Sloan.

Date: 9/2/20

Signature of Notary Public

Danielle Viator Printed Name of Notary Public

9/23/24 My Commission Expires:



DANIELLE VIATOR Notary Public North Carolina Forsyth County