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P.O. Box 1959  
Fuquay Varina, NC  
27526

WAKE COUNTY, NC 72  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
06/05/2014 AT 10:14:00

BOOK:015680 PAGE:01510 - 01522

**AMENDED AND RESTATED PROTECTIVE COVENANTS  
OF STONEWALL FARMS SUBDIVISION**

THIS AMENDED AND RESTATED PROTECTIVE COVENANTS OF STONEWALL FARMS SUBDIVISION is made on the date hereinafter set forth by Stonewall Farms Subdivision Homeowners Association, Inc., a North Carolina Non-Profit Corporation, and the requisite percentage of Owners within the Stonewall Farms Subdivision.

**WITNESSETH:**

THAT WHEREAS, on or about 1 February 2007, the original Declarant Perry Brothers Co., Inc. caused to be recorded a Protective Covenants, of Stonewall Farms Subdivision in Book 12384, Page 961 in the Wake County Registry, (hereinafter, " Protective Covenants");

WHEREAS, the Protective Covenants applied to certain real property, located in Middle Creek Township, Wake County, State of North Carolina, which is more particularly described as follows: Being all of lots 1-76, Stonewall Farms Subdivision, as shown in book of maps 2006, pages 00030-00033, Wake County Registry and all other property subsequently annexed to into the Protective Covenants subsequent to 1 February 2007;

WHEREAS, Article 2.13 of the Protective Covenants provides that such Protective Covenants may be amended by two-thirds (67%) of the Owners within the subdivision;

WHEREAS, the requisite number of Owners and the Association desire to amend the Protective Covenants and replace the Protective Covenants in total and in lieu thereof, replace said Protective Covenants with the Amended and Restated Protective Covenants of Stonewall Farms Subdivision set forth herein;

NOW THEREFORE, the Stonewall Farms Subdivision Homeowners Association, Inc. and the Owners within the Stonewall Farms Subdivision declare that all of the Lots and parcels in the Stonewall Farms Subdivision will be held and shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the provisions of these Protective Covenants, all of which are declared by the Stonewall Farms Subdivision Homeowners Association, Inc., and the Owners within the Stonewall Farms Subdivision, to be in furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof.

**ARTICLE I. DEFINITIONS**

The following word and terms, when used in this Declaration, or any Supplement Declaration, shall have the following meanings:

- (1.1) ASSOCIATION shall mean and refer to the Stonewall Farms Subdivision Homeowners Association, Inc.
- (1.2) OWNER, shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, or other legal entities of the fee simple title to any tract situated upon the Properties, but, notwithstanding and applicable theory of a mortgage, shall not mean or refer to the mortgage, it's successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding in lieu of foreclosure , nor shall said term Owner mean or refer to any lessee or tenant of as owner.
- (1.3) PROPERTIES shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as are subjected to the Declaration or Supplement Declaration.
- (1.4) COMMON PROPERTIES shall mean and refer to those areas of land with any improvements thereon which are deeded to the Association and designated in said deed as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the association if said property is designated as "Common Property". All "Common Properties" are to be devoted to and intended for the common use and enjoyment of the owners, subject to the fee schedules and operating by the Declarant or the Association (upon its inception in accordance with Article III of this agreement).
- (1.5) LOT (TRACT) shall mean and refer to any improved parcel of land, shown upon any recorded subdivision map of the Properties, intended for the construction of a detached single family dwelling and appurtenant structures, excluding and "Common Properties", as heretofore defined.
- (1.6) MEMBER shall mean and refer to all owners as heretofore defined.
- (1.7) BOARD shall mean and refer to the Stonewall Farms Subdivision Homeowners Association Board Members. The BOARD includes positions elected by the ASSOCIATION and includes Officer positions such as President, Vice President, Secretary, Treasurer, etc...
- (1.8) "ARCHITECTURAL CONTROL COMMITTEE OR ACC" shall refer to the Committee charged with approving changes, improvements, alterations, modifications, new construction and any other variation or adjustment to a Lot. The ACC Officer/s report to the BOARD

**ARTICLE II**  
**Uses of Property**

- (2.1) **USES (GENERAL):** No lot shall be used except for residential purposes. No road shall be constructed on any lot in this subdivision connecting to any lot not within this subdivision. The owners of said lots may not vary the lines and boundaries of said lots except as otherwise provided herein; provided, the owners may not reduce the size of lots except in accordance with appropriate re-subdivision approval by Wake County or other local governmental agency, and the owners may not re-subdivide the lots in such a manner as to increase the number of lots within the subdivision. In the event the lines and boundaries of any said lots are revised or varied pursuant hereto, the location or the easements reserved herein and reserved as shown on the recorded map shall automatically change so as to be located along and with the property lines of the lots as revised
- (2.2) **BUILDING REQUIREMENTS;** No new dwelling shall be permitted on any lot which has in the main structure less than 2400 square feet of finished living area for a two story dwelling or 2200 square feet of finished living area for a ranch, one story dwelling. Basements, porches, garages and storage area shall not be included when calculating finished living area. All materials used in the exterior construction of a dwelling shall be new building materials. All houses shall have a double-car garage, and a paved driveway.

All new home construction designs must satisfy the Stonewall Farms 'Home Construction & Content Guidelines' set forth and managed by the Stonewall Farms ACC. No new home construction shall be made unless and until home plans, specifications and compliance to the 'Home Construction and Content Guidelines' have been submitted in writing to and approved by the Stonewall Farms ACC, HOA Board and the Town of Fuquay-Varina Planning and Zoning Dept.

No exterior construction, addition, erection or alteration to the existing home or other separate buildings/garages on the lot shall be made unless and until plans and specifications showing at the nature, kind, shape, height, materials, color, texture and location shall have been submitted in writing to and approved by the Stonewall Farms ACC, HOA Board ACC and the Town of Fuquay-Varina Planning and Zoning Dept.

Secondary garages, other than an attached double car garage, shall only be allowed upon obtaining written approval from the Stonewall Farms ACC, HOA Board and The Town Of Fuquay-Varina Planning and Zoning Dept.

**DISCLAIMER:** PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ACC, THE MEMBERS THEREOF, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREAS, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE ACC, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL

NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ACC, THE BOARD, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

(2.3) **SETBACK REQUIREMENTS;** All setbacks shall be per the "Minimum Building Setbacks" as set forth on the recorded map.

(2.4) **IMPERMISSIBLE USES;** No mobile home, modular units, single or double-wide, shall be erected or placed on any lot covered by these covenants, under any circumstances. No pre-engineered prefabricated buildings may be erected on any lot without the prior written consent of the Stonewall Farms HOA Board.

Boats, Large Trailers, Campers, and Motor Homes shall not be permitted to be parked 'on or in front of' any lot for a period in excess of 72hrs without the prior written consent of the Stonewall Farms HOA Board.

However, homeowners may submit a request to the Stonewall Farms HOA Board for storing a small trailer on their lot.

After receiving approval from the Stonewall Farms HOA Board, the homeowner must insure that the placement and/or storage of the trailer is not visible while standing in the street anywhere in front of the home.

In addition, for interior lot home sites, the trailers must not be 'visible' from the rear of the home. This may be achieved by fencing or natural plant life. If fencing is used it must be of the type that is described in Section 2.8 below.

No vehicle shall be parked on any street or any common property in the subdivision except for special events or activities at a homeowner's residence for a limited duration (12 hr or less).

(2.5) **OUTBUILDINGS AND STORAGE BUILDINGS;** No outbuildings or storage buildings shall be erected upon any lot except those which are incidental to residential use and any building so erected shall be of similar types of material and appearance as the main dwelling structure and the outbuilding so constructed shall be approved by the Stonewall Farms ACC and meet all setback requirements.

(2.6) **NOXIOUS OR OFFENSIVE ACTIVITY;** No noxious or offensive activities shall be conducted or permitted to be conducted upon any lot nor shall anything be done or allowed to be done which may be or may become a nuisance or an annoyance to the neighborhood.

No motor vehicle licensed to carry more than two tons shall be allowed or parked on any lot or street within said subdivision except those vehicles delivering building material to develop or improve the lots within the subdivision or to carry furniture of any homeowner with said subdivision.

No motor vehicles (including moving Pods) shall remain parked on any lot for more than 14 days which cannot move under its own power and/or components. No clothes lines are permitted on any lot.

(2.7) **PETS;** No farm animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other household pets (excluding pot belly pigs, which are not allowed), which are not dangerous or kept, bred or maintained for commercial purposes. All household pets shall be kept under Owner's control so as not to be a nuisance to other lot owners. All homeowners in possession of household pets must comply with all Chapter 91 General Provisions of the Wake County Animal Ordinance. All dangerous or potentially dangerous dogs must be confined as per § 91.12 of the Wake County Animal ordinance. Violation to this policy is subject to penalties as per the Wake County Animal ordinance § 91.99 and matching HOA penalties.

(2.8) **FENCES;** No above ground fences of any kind may be placed in the front or side yards of any lot. All fences erected in the back yard must be approved by the Stonewall Farms ACC. Fences will have a height limit of six (6) feet. No chain link fences will be allowed.

Fences may either 'enclose' or 'run along' the back of the property. Two types of fences are permitted.

– Wood Fences –

All wood fences should be made of pressure treated wood materials.

Wood stain finishes shall be used as a treatment on the fences and the stain colors must contribute the natural 'harmony' of Stonewall Farms community and be approved by the Stonewall Farms ACC.

All wood fences must have 'scalloped' design along the top of fence and approved by the Stonewall Farms ACC.

NOTE: No 'pre-fabricated construction' scalloped fences are permitted due to the general use of lower quality materials and 'staple' fasteners on these 'pre-fabricated' fence designs.

– 'Spindle Type' Fences –

The 'spindle type' fences must be made of aluminum or iron.

They must be 'black' in color and approved by the Stonewall Farms ACC.

(2.9) **STORAGE RECEPTACLES;** No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling house, within an outbuilding, or buried underground or screened so as not to be visible from the public street.

(2.10) **SATELLITE DISHES;** No large satellite discs or dishes shall be permitted on any lot. The only satellite dishes allowed are those less than 30 inches in width (current examples are DirecTV or Dish Network).

Any apparatus used in connection with any satellite utility service shall be 'screened and not exposed to public view (ie in front of the home).

Any other exterior antennae, communication broadcast towers, microwave dishes (greater than 30 inches) are not permitted on the lot.

(2.11) **GARAGE REFUSE AND DEBRIS;** It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, unhealthy, or unkempt condition on any lot. All the lots shall be kept clean and free of garbage, junk, trash, debris, and any other substance which might contribute to a health hazard or the breeding and inhabitation of snakes, rats, insects, or other pests and vermin.

Each lot owner shall provide receptacles for garbage in an area not generally visible from the public street, or provide underground garbage receptacles or similar facilities in accordance with reasonable standards.

- (2.12) ENFORCEMENT; Any lot owner or combination of lot owners within the subdivision shall be entitled to damages or any other remedies from any person, firm or corporation violating or attempting to violate these covenants from which a court of law or equity will allow. If any covenant herein is declared void, then all other covenants contained herein shall remain in full force and effect.
- (2.13) OPEN BURNING; Open burning fires on the property are permitted, provided that the fire containers, container location, burning materials and acceptable burning timeframes comply with the Wake County Open Burning Requirements.
- (2.14) SWIMMING POOLS; 'In-ground' pools are permitted. The 'in-ground' pool installation must comply with county and city standards, including pool enclosure for safety. No above ground swimming pools will be allowed. Small 'kiddie' pools are exempt from this requirement.

(2.15) MAINTENANCE OF DWELLING AND LANDSCAPING;

- A. Exterior maintenance, upkeep and repair to the main dwelling & outbuildings on each Lot, yard, fence, walkway and shrubbery shall be the sole responsibility and expense of the Owner of the Lot.

All Lots, together with the exterior of all improvements thereon, shall be maintained in a neat and attractive condition by their respective Owners.

Such maintenance shall include, but shall not be limited to, painting, repairing, replacing or caring for roofs, gutters, downspouts, building surfaces, fences, trees, shrubs, walks or other exterior improvements.

These areas for exterior maintenance are subject to such reasonable requirements as may be established by the HOA Board and/or Architectural Committee to insure the 'continuity and harmony' of the exterior design of our Stonewall Farms Community.

- B. These requirements also apply to 'empty' lots without homes. It is the responsibility of the lot owner to maintain the 'empty' lot by regularly cutting grass and trimming of trees and/or other plant life on the lot. Frequency of the maintenance is dependent on the season; however one (1) cutting minimum per month from April to November is expected.
- C. Any home and/or lot owner who 'fails or refuses' to maintain their premises and the improvements thereon in a manner satisfactory as defined in Section 2.15.A and B above, will –
1. Receive a 'written communication' from the HOA Board and/or Architectural Committee to 'address and resolve' the observed exterior areas in need of repair or upkeep.
  2. Subsequently, if the home and/or lot owner still 'fails or refuses' to resolve the issue, then a meeting will be scheduled with the HOA Board of Directors to 'review and resolve' the issue.
  3. If the issue/s still remains following these efforts to communicate and resolve them with the home and/or lot owner, then the HOA Board of Directors, on the behalf of the Association, has the right to file a lien against the home or lot owner. Approval to file the lien will occur after a two-thirds (2/3) or 66% majority vote of the Board members 'in favor' to file the lien

The lien fee will accumulate at a rate of \$75/day until the 'repair or upkeep' is 'corrected/resolved' by the home or lot owner.

- (2.16) **AMENDMENT AND DURATION;** These covenants may be amended from ‘time to time’ provided a Meeting Notice and a quorum of lot owners at said meeting agree to pursue this action (refer to Section 3.4.F).

Following this meeting, the Covenants may be amended provided a vote of two-thirds (2/3) or 66% of the lot owners declared to be in ‘good standing’ (per Section 3.2) approve of the amendment changes.

These covenants and any amendments adopted shall run with and be binding on all parties owning lots until January 1, 2040 at which time they will automatically renew for successive ten (10) year periods. (The lot owners must be declared in ‘good standing’ to vote on amendments (see Section 3.2 Voting Rights

**ARTICLE III.  
ESTABLISHMENT OF HOMEOWNERS ASSOCIATION**

- (3.1) **MEMBERSHIP;** Every person or entity which is a record owner of a simple fee or undivided interest in any lot which is subject by the covenants shall be a member of the Association; provided that any such person or entity who holds such title or interest merely as security for the performance of an obligation shall not be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

No lot owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot. Members shall be entitled to one (1) vote for each Lot owned.

- (3.2) **VOTING RIGHTS;** The Lot Owners within the Association shall have voting rights being ‘one vote per lot owned’ and provided that each lot owner is declared in ‘Good Standing’.

Where ‘Good Standing’ means that the lot owner has paid their annual homeowner’s dues (and any special assessments) ‘on time’ according to the payment options defined in these covenants.

When more than one person holds interest in any lot, all such persons shall be members; and the vote for such lot shall be exercised as they among themselves determine. When one or more co-owners sign a proxy or purport to vote for his or her co-owners, such Vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in writing delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, it shall be split equally among the co-owners.

No Lot shall be recombined without the express written consent of the Association. If a Lot is recombined with the express written consent of the Association, then in such event the Owner must retain a surveyor to draw a new map, which map shall show the boundaries of the new recombined Lot, which map will be recorded with the Wake County Register of Deeds. In the event the Lot is recombined as set out above, then in that event, the final recombined Lot shall be treated as one Lot for purposes of voting and assessments.

**(3.3) PROPERTY RIGHTS IN THE COMMON PROPERTIES;**

- A. Member’s Easement of Enjoyment.** Every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every lot.
- B. Delegation of use.** Any member may delegate in accordance with the by-laws of the Association, his right of enjoyment to the Common Properties and facilities to the members of his family or contract purchasers who reside on the property.
- C. Title to Common Properties ...** The Common Properties are currently titled (owned) by the Association and are defined on the recorded maps of the subdivision. The properties are subject to the restrictive covenants of record.
- D. Extent of Member’s Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:
  - 1. The right of the Association, in accordance with its by-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.
  - 2. The right of the Association , as provided in its by-laws, to suspend the enjoyment rights of any member for any period during which any assessments remain unpaid and-for any period not to exceed thirty (30) days for any infraction of its published rules and regulations. It being understood that any suspension for either ‘non-payment of any assessment’ or ‘breach of the rules or regulations’ of the Association shall not constitute a waiver or discharge of the member’s obligation to pay the assessment.
  - 3. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and/or facilities therein; and
  - 4. The right of the Association to give or sell all or any part of the Common Properties, including leasehold interest to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the members provided that no such gift or sale or determinations as to the purposes or as to the condition thereof shall be effective unless such dedications, transfer, and determination as to purpose and conditions shall be authorized by the vote of two-thirds(2/3) of lot owners who are declared in ‘Good Standing’ per Section 3.2 of these covenants.

This vote shall occur at a duly called meeting and unless written notice of the proposed agreement action there under is sent to every member at least twenty (20) days in advance of any action taken. A true copy of such resolution together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the President or Vice-president and secretary or assistant secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof, Such certificate shall be conclusive evidence of authorization by the membership.



## (3.4) COVENANTS FOR MAINTENANCE ASSESSMENTS:

- A. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any lot shall, by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all terms and provisions of these covenants and to pay to the Association:
1. Annual Assessment Dues or Charges
  2. Special Assessments for the purposes set forth in Section d of this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a charge and continuing lien of the property against which each such , assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. In the case of co-ownership of a lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment
- B. **Purpose of Assessments.** The assessments by the Association shall be used exclusively for the improvement, maintenance and operation of the common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereof, and for the cost of labor, equipment, materials, management and supervision thereof. The Special Assessments shall be used for purposes set for in Section D of this Article.
- C. **Maximum Annual Assessment Dues.** The maximum annual assessment dues shall be \$360.00 yearly per lot.
1. The maximum annual assessment may be increased each year by no more than ten percent (10%) above the maximum assessment for the previous year. Any annual assessment increases greater than 10% will require the approval vote of two-thirds (2/3) or 66% of the lot owners declared to be in 'good standing' per Section 3.2. The lot owners may vote in person or by proxy at a meeting duly called for this purpose.
  2. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum, however, the Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment for the remaining year or years of the then current period fixed as provided in the preceding paragraph.
- D. **Special Assessments for Improvements and Additions.** In addition to the annual assessments authorized by Section 3.4 C, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary Properties, provided that any such assessments shall have the assent of two-thirds (2/3) of the vote of the lot owners declared to be in 'good standing' at a duly called meeting, written notice of which shall be sent twenty(20) days in advance and shall set forth the purpose of the meeting.
- E. **Change in Basis and Maximum Annual Assessments Upon Merger or Consolidation.** The limitations of Section 3.4 C hereof shall not apply to any charge in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under the By-laws of the Association.

F. **Notice and Quorum for any Action Authorized.** The presence at the meeting of 'lot owners' or of 'proxies' entitled to cast thirty (30) percent of the total vote of the lot owners declared to be in 'good standing' per Section 3.2 of these covenants shall constitute a quorum.

If the required quorum is not forthcoming at a meeting, another meeting may be called subject to the notice requirement set forth in Section d of this Article; but no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. **Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence on the date (which shall be the last day of January as determined by the Board of Directors of the Association

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided in Section 3.4C, hereto, as the remaining number of months in the year to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 3.4D hereof shall be fixed in the resolution authorizing such assessment.

H. **Duties of the Board of Directors...** The Board of Directors of the Association shall fix the date of the commencement and the amount of the assessment against all lots for each assessment period and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to the inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall, upon demand, at any time furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall conclusive evidence of payment of any assessment therein stated to have been paid.

I. **Effect of Non-Payment of Assessment.** The personal Obligation of the owner, the Lien, Remedies of Association. If the full assessment or any semi-annual installment(s) thereof are not paid on the date when due (being the dates specified in Section '3.4.G' hereof, then such assessments shall become delinquent and shall, together with interest thereon at the rate of ten percent (10%) per annum from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each assessment is made, in the hands of the then lot owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the lot owner at the time of the assessment to pay such assessments, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the full assessment or the semi-annual installment thereof is not paid within thirty (30) days after the due date, 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 there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees, to be fixed by the court, together with the costs of the action.

When the full assessment or any semi-annual installment thereof is not paid within thirty (30) days after the due date, the lot owner is declared to be 'delinquent' and 'not in good standing' and will automatically relinquish their voting rights within the Stonewall Farms HOA. The voting rights of the lot owner will be fully restored after all outstanding assessment fees are 'paid in full' to the Stonewall Farms HOA, Inc.

- J. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after the conveyance from mortgage owner to subsequent owner.
- K. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the assessment, charge and lieu created therein:
1. The grantee in conveyances made for the purpose of granting utility easements;
  2. All Common Properties as defined in Article I, hereof;
  3. Any properties exempted from the taxation by the laws of the State of North Carolina, shall be so upon the terms and to the extent of such legal exemptions;

CERTIFICATION OF VALIDITY OF AMENDMENT TO  
PROTECTIVE COVENANTS OF STONEWALL FARMS SUBDIVISION

By authority of its Board of Directors, the Stonewall Farms Subdivision Homeowners Association, Inc., hereby certifies that the foregoing instrument has been duly adopted and approved by eighty percent (80%) of the Owners of Lots in Stonewall Farms Subdivision as stated in the original covenants and is, therefore, a valid amendment to the existing Protective Covenants, for Stonewall Farms Subdivision.

NOTE: Per these Amended and Restated Covenants, any future amendments will be adopted and approved by sixty seven percent (67%) of the Owners of Lots in Stonewall Farms Subdivision

STONEWALL FARMS SUBDIVISION HOMEOWNERS  
ASSOCIATION, INC.

By Lynville G Johnson  
Lynville G Johnson  
President – Stonewall Farms HOA

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

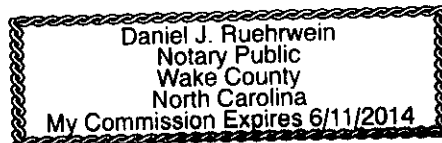
ACKNOWLEDGMENT

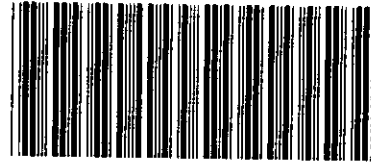
I, Daniel J. Ruehrwein, a Notary Public of the County and State aforesaid, certify that Lynville G Johnson, personally came before me this day and acknowledged that he is the President of Stonewall Farms Subdivision Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 5 day of June, 2014.

My commission expires: June 11, 2014

Notary Public  
Daniel J. Ruehrwein





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**Please retain yellow trailer page**

It is part of the recorded document and must be submitted with the original for re-recording.

**Laura M. Riddick  
Register of Deeds**

Wake County Justice Center  
300 South Salisbury Street, Suite 1700  
Raleigh, NC 27601

- New Time Stamp
- \$25 Non-Standard Fee
- Additional Document Fee
- Additional Reference Fee

**This Customer Group**

\_\_\_\_ # of Time Stamps Needed

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