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TRANSLYVANIA CO, NC FEE \$119.00  
 PRESENTED & RECORDED:  
 10-03-2005 12:19:35 PM  
 CINDY M OWNBEY  
 REGISTER OF DEEDS  
 BY: D REE MCCALL  
 DEPUTY REGISTER OF DEEDS  
 BK:DOC 311  
 PG:42-77

Prepared by: W. R. White

*1/10/05*

FIRST AMENDMENT TO THE  
 DECLARATION OF PROTECTIVE COVENANTS  
 FOR  
 STONEY BROOK

THIS AMENDMENT, made and entered into this 19 day of SEPTEMBER 2005, by and between the Board of Directors of Stoney Brook Property Owners Association and a majority of the owners of all lots entitled to vote on any amendment to the original Declaration of Protective Covenants for Stoney Brook;

## WITNESSETH:

WHEREAS, the parties hereto are the owners of certain real property located in Dunns Rock Township, Transylvania County, North Carolina, as more particularly described in Exhibit "A" as set forth and attached to that certain Declaration of Protective Covenants for Stoney Brook in Deed Book 246 at Page 124 in the office of the Register of Deeds of Transylvania County, and made a part hereof by reference; and

WHEREAS, said Covenants hereinabove referred to provide in Article X that the same may be amended by the affirmative vote a majority of the owners of all lots entitled to vote by recording an amendment duly executed by the requisite number of such owners; and

WHEREAS, said owners, as evidenced by their signatures affixed hereto, intend to amend and supplement said Declaration of Protective Covenants as hereinafter set forth, all for the purpose of imposing and modifying certain mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of all lots and parcels in the development and for the owners and future owners thereof as well as to enhance and protect the value and attractiveness of the property affected by said covenants; and

WHEREAS, the parties do hereby intend to modify and amend said original protective covenants as they are recorded in Deed Book 246 at Page 124 in the office of the Register of Deeds of Transylvania County;

NOW THEREFORE, the parties do hereby set forth, declare and amend said covenants as follows:

I. DEFINITIONS. The following terms as used in this Declaration are defined as follows:

- (a) "Declaration" means this Declaration of Protective Covenants for Stoney Brook, dated the 23rd day of December, 1980, as the same may be supplemented or amended from time to time.
- (b) "Development" means Stoney Brook, as the same is described in the attached Exhibit "A."
- (c) "Improvements" means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennae, and any other structure of any type or kind.

- (d) "Lot" means any numbered lot designated on a plat of the Development.
- (e) "Parcel" means any numbered lot designated on a plat of the Development.
- (f) "Owner" means:
  - 1. Any person, including the Stoney Brook Property Owners Association (non incorporated), who holds fee simple title to any lot.
  - 2. Any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement, in which Seller under said agreement shall cease to be the owner while said agreement is in effect.
- (g) "Plat" means the recorded maps or plats of Stoney Brook.
- (h) "Homestead" means a lot or parcel of land to be used for residential purposes only.
- (i) "Single-family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three adult persons not so related, together with his or their domestic servants, maintaining a common household in such dwelling.
- (j) "Dwelling" means a building constructed for residential purposes only.

II. LAND USE. Only one single-family dwelling and such outbuildings as are usually accessory thereto shall be permitted on any lot within the development. All plans and specifications for all constructions must be submitted to and approved by the Boards of Directors or its designated agent prior to the starting of construction. Refusal of approval of plans by the Board of Directors or its designated agent may be upon any ground, including aesthetic reasons. No alterations in plans or specifications as approved by the Board of Directors or its designated agent may be made without the prior approval of the Board of Directors. The following restrictions shall apply specifically to such lots:

- (a) Minimum area. Each dwelling constructed shall have fully enclosed floor area, (exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuilding) of not less the 1,500 square feet, and shall not be erected of exposed cement or cinder blocks. The provisions of this paragraph shall not apply to dwellings that are in existence at the time these revised Covenants are recorded.
- (b) Setbacks. Each such dwelling shall be at least:
  - 1. Seventy-five (75) feet from the front boundary line.
  - 2. Thirty (30) feet from any side line.
  - 3. Forty (40) feet from the rear lot line.
- (c) Residential restrictions. The following shall be applicable to all lots within the Development, and each owner, as to his lot, covenants to observe and perform the same.
  - 1. Accessory outbuildings. Without the approval of the Board of Directors, no accessory outbuilding shall be erected on any lot prior to the erection thereon of a dwelling. In no event shall any such

- accessory outbuildings, or any partially completed or temporary structures, ever be used for human occupancy or habitation.
2. Completion of construction. Construction of any improvements, once commenced, shall be completed within 12 months. A request to extend this period must be submitted to the Board of Directors for approval. Improvements not so completed, or upon which construction has ceased for one-hundred eighty (180) days, or which have been partially or materially damaged and not rebuilt within six (6) months shall be deemed nuisances. The Board of Directors may remove any such nuisance or repair or complete the same at the cost of the owner.
  3. Prohibition against used structures. Without approval of the Board of Directors, no used buildings or structures intended for use as a dwelling shall be placed on any lot.
  4. Maintenance of lots. All lots, whether occupied or unoccupied, and all improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health.
  5. Disposal of sanitary waste. No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwasher, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system approved by appropriate governmental authorities.
  6. Nuisances. Discharge of firearms is prohibited on any lot of the Development. No noxious or offensive activities shall be carried on or permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the community.
  7. Garbage and refuse disposal. No owner shall accumulate on his lot junk vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.
  8. Restrictions on temporary structures. No travel trailer, mobile home or tent shall be placed or erected on any lot without express approval of the Board of Directors.
  9. Removal of trees. To insure that the rustic character of the development is maintained, any clearing of trees must be submitted to the Board of Directors or its designated agent for approval.
  10. Ditches and swales. Each owner shall keep drainage ditches and swales located on his lot free and unobstructed and in good repair, and shall provide for the installation of such culverts upon his lot as may be reasonably required for proper drainage.
  11. Lots within Stoney Brook must be a minimum of two and one-half (2 ½) acres in size, including later subdivision.
  12. No rocks, stone or natural material shall be removed from the streams on any homestead. Streams shall not be modified to cause a change in the natural downstream flow.

13. No drilling, refining, quarrying, or mining operations of any kind shall be permitted on any lot.
14. No hunting shall be engaged in or permitted on any homestead.
15. Property owners may have dogs, cats or other household pets, provided they are not kept, bred, or maintained for any commercial purposes. Household pets shall be restricted to an owner's lot unless on a leash, shall not be allowed to run at large, and should be constrained from excessive barking or other disturbing noises. No other animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.

### III. EASEMENTS.

- (a) Reservations. The following easements over each lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to the Board of Directors and its licensees.
  1. Utilities. A ten (10) foot wide strip running along the inside of the street and all other lot lines of each homestead, for the installation, maintenance and operation of utilities, including radio and TV transmission cables, and the right to cut, trim or remove trees and plantings wherever necessary upon such lots in connection with such installation, maintenance and operation.
  2. Slope and drainage. A thirty (30) foot wide easement running along the inside of all lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.
  3. A thirty (30) foot wide easement running along the street or road side of all lot lines for road purposes.
  4. Other easements. Any other easements shown on the plat.
- (b) Use of and maintenance by owners. The areas of any lots affected by the easements reserved shall be maintained continuously by the owner of such lot, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such area shall be maintained by the owner except those for which a public authority or utility company is responsible.
- (c) No owner shall have any claim or cause of action against the Board of Directors or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the plat except in cases of willfull or wanton misconduct.

### IV. MAINTENANCE OF ROAD EASEMENTS.

- (a) Main Roads. Roads within the development that are maintained by the State are designated main roads.
- (b) Secondary Roads.

1. Roads designated secondary roads will be maintained by property owners whose property is served by those roads or whose property is contiguous with those roads.
  2. Secondary roads shall be maintained by those commonly served and/or contiguous owners in equal shares.
- V. REMEDIES. Enforcement. The Board of Directors and each person to whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.
- No delay or failure on the part of any aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuation of such violation or the occurrence of a different violation.
- VI. GRANTEES ACCEPTANCE. Each grantee or purchaser of any lot shall, by the acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, from an owner of such lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of the Board of Directors. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with the Board of Directors and the grantee or purchaser of each other lot, to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.
- VII. SUSPENSION OF RESTRICTIONS. The provisions on improvements, use and occupancy set forth herein shall be suspended as to any lot or other area while and so long as the same is owned by or leased to the State of North Carolina or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such lot or area for such purposes. On cessation of such use, such provisions shall become applicable again in their entirety.
- VIII. SEVERABILITY. Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a Court of competent jurisdiction to be invalid, or unenforceable, all remaining provision shall continue unimpaired and in full force and effect.
- IX. CAPTIONS. Captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions thereof.
- X. TERM AND AMENDMENT. The provisions of this Amended Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development for an initial period of twenty-five (25) years from this date, after which the same shall be extended for successive periods of ten (10) years each. This Declaration may be amended by the affirmative vote of a majority of the owners of all lots in the Development entitled to vote recording an amendment to this Declaration duly executed by the requisite number of such owners required to effect such amendment. For the purpose of

such vote the owner or owners of each lot shall be entitled to one vote only, regardless of the number of owners of said lot.

IN WITNESS WHEREOF, a majority of the owners of all lots entitled to vote have executed this Declaration this the 19<sup>th</sup> day of SEPTEMBER, 2005. See attached notarized signature list and proxy signatures.

STONEY BROOK PROPERTY OWNERS ASSOCIATION

By: Bruce F Semans  
Bruce F. Semans, President

Attest: Dorothy Semans  
Dorothy Semans, Secretary

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Debra W Walker, a Notary Public of the State and County aforesaid, do hereby certify that DOROTHY SEMANS personally appeared before me this day and acknowledged that she is the Secretary of the STONEY BROOK PROPERTY OWNERS ASSOCIATION, (non incorporated)

Witness my hand and official stamp or seal, this the 19<sup>th</sup> day of September, 2005

My Commission Expires:

1/13/2008

Debra W Walker  
Notary Public



STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

The foregoing certificate of \_\_\_\_\_, a Notary Public, is certified to be correct. This instrument was presented for registration and duly recorded in this office in Book \_\_\_\_\_, Page \_\_\_\_\_, Records of Deed.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2005, at \_\_\_\_\_ o'clock \_\_\_\_M.

\_\_\_\_\_  
Register of Deeds

IN WITNESS WHEREOF, the following lot owners have approved the FIRST AMENDMENT  
TO THE DECLARATION OF PROTECTIVE COVENANTS FOR STONEY BROOK this  
14<sup>th</sup> day of JULY 2005.

LOT NO.(s)	NAME	SIGNATURE
16	Ms. Mollie Arnette	
17	Mr. Allan Joel Axel	<i>Allan Joel Axel</i>
39	Mr. and Mrs. Tom Beal	
47	Mrs. Mary Braukman	
55	Mr. and Mrs. Cliff Brookshire	
48	Mr. and Mrs. Delmas Brown	<i>Delmas Brown</i>
40	Mr. and Mrs. Jason Brubaker	
1	Mr. and Mrs. Edward Bryson	
36	Mr. and Mrs. Merton Cade	
5	Mr. and Mrs. Bruce Capone	
56	Mr. and Mrs. John Carrano	<i>John Carrano</i>
4	Mr. Phillip N. Clark	<i>Phillip N. Clark</i>
30, 31, 32	Captain Maureen T. Copelof USN CWO4 Sylvan Copelof USN (RET)	
43	Mr. and Mrs. Nicholas Craddock	<i>Nicholas Craddock</i>
19	Mr. and Mrs. Marshall W. Davis	
7	Mr. and Mrs. Frederick Deer	
42	Mr. and Mrs. Gil Denton	
45	Ms. Nannette B. Dooley	
10	Sylvan Resources LLC	
33	Mr. John W. Felty	
34	Mr. and Mrs. William Fischer	
24	Mr. and Mrs. James Fox	

35	Mr. Howard J. Friedman Ms. Janet F. Burroughs		
62, 65	Mr. and Mrs. Ray Garner Jr.		
20, 21	Mr. and Mrs. Tim Heffelmire		
54	Mr. and Mrs. Ronald Hermes		
14	Mr. and Mrs. Wm. (Jack) Hutchins		
46	Mr. and Mrs. Marshall Karesh		
61	Mr. and Mrs. Dale Knoedler	<i>Dale Knoedler</i>	g
44	Mr. and Mrs. Allan Kurinsky	<i>Allan Kurinsky</i>	g
58	Mr. and Mrs. Doran Lange		
51	Ms. Sharon Leonard Mr. Robert Whitney	<i>Sharon Leonard</i> <i>Robert C. Whitney</i>	g g
12	Mr. and Mrs. David E. Lyall		
72	Mr. and Mrs. Larry McNeil	<i>Larry McNeil</i> <i>Larry McNeil</i>	g g
53	Mr. and Mrs. Robert Meanix		
3	Mr. and Mrs. Ernie Miller		
55A	Mr. Donald W. Miller		
64	Mr. and Mrs. William Muir	<i>William D. Muir</i>	g
63	Mr. Robert B. Nadeau Jr.		
50	Mr. and Mrs. Russell Olderman		
11	Ms. Deborah Ann Papich		
6	Ruth O. Powers Trust	<i>Ruth O. Powers</i>	g
49	Mr. and Mrs. Ray L. Reeves		
77, 78	Mr. and Mrs. John Sauerteig	<i>John Sauerteig</i>	o
59	Mr. Robert Schrader	<i>R. Schrader</i>	o
18	Mr. and Mrs. Allen Selhime		
71	Mr. and Mrs. Richard Selimos		



8	Mr. and Mrs. Bruce Semans	<i>Bruce J Semans</i>	<i>g</i>
75, 76	Mr. and Mrs. Len Sentowski		
41	Mr. and Mrs. William Sirls		
57	Mr. and Mrs. Rick Smith	<i>Frederick D. Smith</i>	<i>g</i>
37	Mr. and Mrs. Nathan Smith		
67R	Mr. and Mrs. Arthur Snoznik	<i>Betsy A. Snoznik</i>	<i>g</i>
13	Mr. Brendan Spratt		
70	Mrs. Lila Stewart	<i>Lila H Stewart</i>	<i>g</i>
73, 74	Mr. and Mrs. John Strealdorf	<i>J.H. Strealdorf</i>	<i>g</i>
52	Mr. William Stubbs Mr. James Murray		
22	Mr. & Mrs. Anthony Thomas		
2	Misiaszek Family Trust		
15	Mr. and Mrs. James Wagster		
60	Mr. Timothy White		
9	Mr. Lee Woolley		
38	Ms. Virginia L. Wymer		
23, 25, 26	Mr. and Mrs. Paul Yates		
68	Mr. and Mrs. Robert Yountz		

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

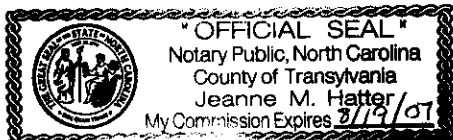
I, Jeanne M. Hatter, a Notary Public of the State and County aforesaid, do hereby certify that the above people, who signed their signature, appeared before me this day and acknowledged that they approve the FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR STONEY BROOK.

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of July, 2005

My Commission Expires:

8/19/07

Jeanne M. Hatter  
Notary Public



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of  
Protective Covenants for Stony Brook.

Lot Number(s): 39

Name: Mr. and Mrs. Tom Beal

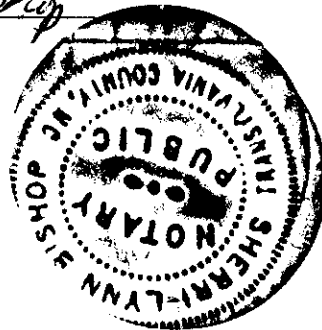
Signature: Sabrina J. Beal

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 19<sup>th</sup> day of July, 2005.

My Commission Expires:

1-14-2005

Sherril Lynn Bishop  
Notary Public



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 47

Name: Mrs. Mary Braukman

Signature: Mrs. Mary Braukman

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 29 day of June, 2005.

My Commission Expires:



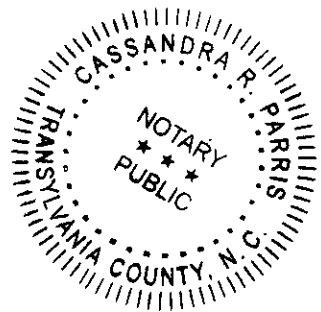
Lori A. Lacy  
Notary Public

IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 55

Name: Mr. and Mrs. Cliff Brookshire

*Cliff Brookshire*  
Signature: *Nancy H. Brookshire*



*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 22<sup>nd</sup> day of June, 2005.

My Commission Expires:

2-24-2010

*Cassandra R. Parris*  
Notary Public

IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

40

\_\_\_\_\_  
Lot number(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name                      Jason Brubaker

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 13<sup>th</sup> day of August, 2005.

My Commission Expires:

NOV. 06, 2007

\_\_\_\_\_  
Notary Public

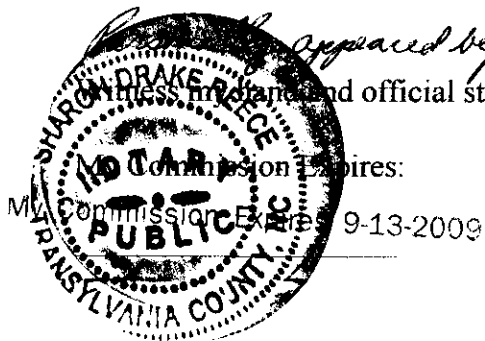


IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 36

Name: Mr. and Mrs. Merton Cade

Signature: Merton K. Cade  
Jean E. Cade



Sharon Drake Reese  
Notary Public

IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 30, 31, 32

Name: Captain Maureen T. Copelof USN  
CWO4 Sylvan Copelof USN (RET)

Signature: Maureen T. Copelof  
Sylvan M. Copelof

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 23 day of August, 2005.

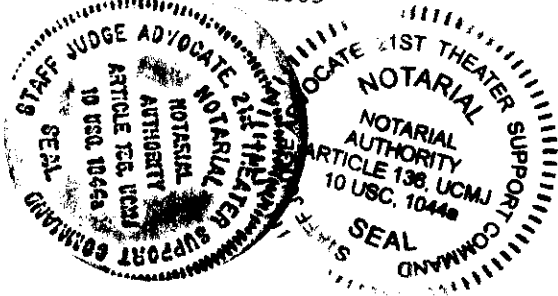
My Commission Expires:

SGT DALLAS H. WORTHAM

With the general powers of the notary  
public under title 10, U.S.C. Sect. 1044A.  
comm. Exp. 29 SEP 2005

Dallas H. Wortham

Notary Public



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 7

Name: Mr. and Mrs. Frederick Deer

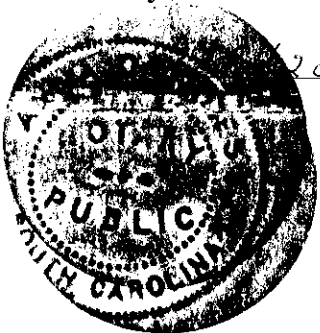
Signature:

*Frederick Deer*  
Trustee

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 26 day of July, 2005.

My Commission Expires:

2012



*Anna C. Liles*  
Notary Public

*ANNA C LILES*



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 45

Name: Mr. and Mrs. Philip Dooley

Signature:

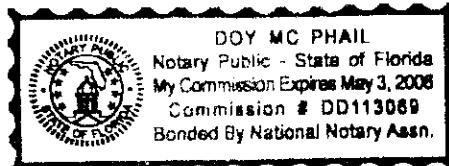
*Marion B. Dooley*  
*Philip Dooley is deceased (50 years).*

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 28 day of June, 2005.

My Commission Expires:

May 3, 2006

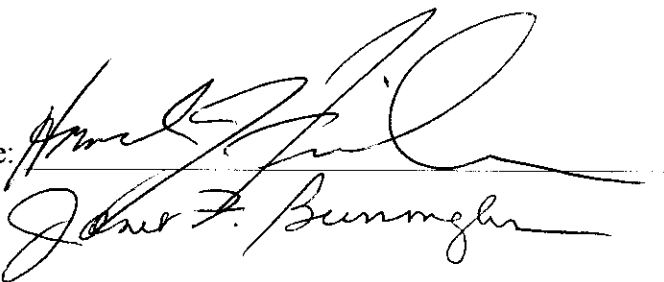
*Doyle*  
Notary Public



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 35

Name: Mr. Howard J. Friedman  
Ms. Janet F. Burroughs

Signature: 

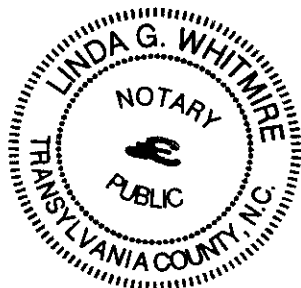
*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 15<sup>th</sup> day of July, 2005.

My Commission Expires:

Nov. 01, 2009

Linda G. Whitmire

Notary Public



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 62, 65

Name: Mr. and Mrs. Ray Garner Jr.

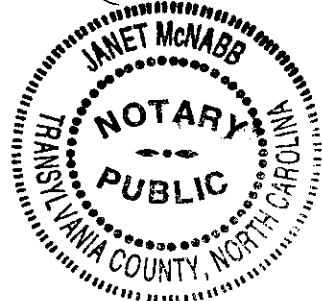
Signature: Ray Garner Jr.

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 26 day of July, 2005.

My Commission Expires:

10-10-07

Janet McNabb  
Notary Public



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 20, 21

Name: Mr. and Mrs. Tim Heffelmire

Signature: Michelle Heffelmire

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 20<sup>th</sup> day of June, 2005.

My Commission Expires:

8-9-2008

Loretta Lynn Thomas  
Notary Public



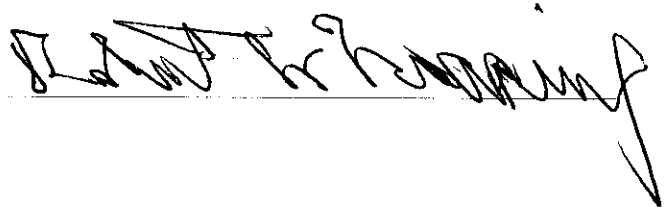
Loretta Lynn Thomas  
My Commission DD345084  
Expires August 09, 2008

IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 53

Name: Mr. and Mrs. Robert Meanix

Signature: \_\_\_\_\_



*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 10<sup>th</sup> day of July, 2005.

My Commission Expires:

My Commission Expires November 15, 2009

*Harriett St. John*  
Notary Public



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 2


Name: Misiaszek Family Trust

Signature: Mary Ellen Misiaszek  
Settlor & Trustee

Personally appeared before me and  
Witness my hand and official stamp or seal, this the 20<sup>th</sup> day of June, 2005

My Commission Expires:

Katherine M. Torbus  
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
 Katherine M. Torbus  
Commission # DD367503  
Expires: OCT. 31, 2008  
Bonded Thru Atlantic Bonding Co., Inc.

IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 63

Name: Mr. Robert B. Nadeau Jr.

Signature: RS. Nadeau, Jr.

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 22<sup>nd</sup> day of June, 2005.

My Commission Expires:



Cathy R. Driggers  
MY COMMISSION # DD307542 EXPIRES  
April 6, 2008  
BONDED THRU TROY FAIR INSURANCE, INC.

Cathy R. Driggers  
Notary Public

IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 50

Name: Mr. and Mrs. Russell Olderman

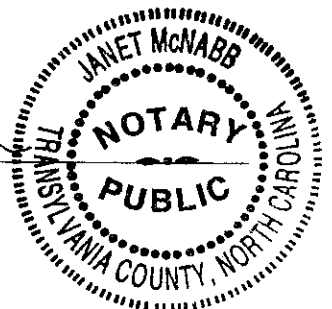
Signature: Mr. & Mrs. Russell Olderman  
Jeon Olderman

Personally appeared before me and  
Witness my hand and official stamp or seal, this the 12 day of July, 2005.

My Commission Expires:

10-10-07

Janet McNabb  
Notary Public





IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 49

Name: Mr. and Mrs. Ray L. Reeves

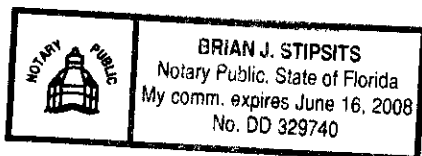
Signature: Ray L. Reeves  
Dana C. Reeves

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 5<sup>th</sup> day of July, 2005.

My Commission Expires:

6/16/08

Brian J. Stipsits  
Notary Public



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 75, 76

Name: Mr. and Mrs. Len Sentowski

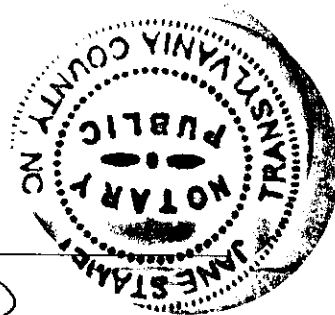
Signature: LR Sentowski

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 13 day of July, 2005.

My Commission Expires:

My Commision Expires April 25, 2007

Jane Stan  
Notary Public



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 41

Name: Mr. and Mrs. William Sirls

HERMAN J.

Signature: Herman J. Sirls

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 14 day of July, 2005.

My Commission Expires:

3-09-08

Peggy M. Miller  
Notary Public

State: N.C.

County: Transylvania



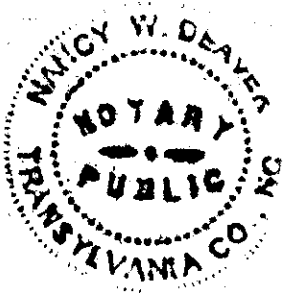
IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 37

Name: Mr. and Mrs. Nathan Smith

Signature:

*Nathan E. Smith*  
*Mrs. Nathan E. Smith*  
*(Pamela L. Smith)*



*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 29<sup>th</sup> day of August, 2005.

My Commission Expires:

7/14/2010

*Nancy W. Deaver*  
Notary Public

IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 13

Name: Mr. Brendan Spratt

Signature: \_\_\_\_\_

*Brendan Spratt*

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 30<sup>th</sup> day of JUNE, 2005.

My Commission Expires:

06-02-07

*Renee L Springer*  
\_\_\_\_\_  
Notary Public



Renee L. Springer  
Commission #DD219125  
Expires: Jun 02, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 52

Name: Mr. William Stubbs and Mr. James Murray

Signature:

*James Murray*  
*William Stubbs*

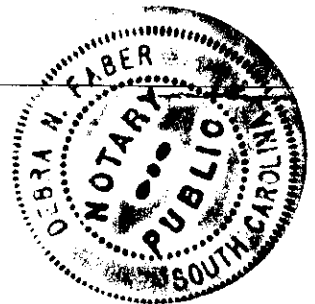
*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 21 day of June, 2005.

My Commission Expires:

February 4, 2012

Notary Public

*Debra N. Faber*



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 10

Name: ~~Sylvan Resources LLC~~  
James R. Trefz and Lisa J. Trefz

Signature:

James R. Trefz  
Lisa J. Trefz

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 9 day of August, 2005.

My Commission Expires:

October 20, 2006

Yarah L. Engler  
Notary Public



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

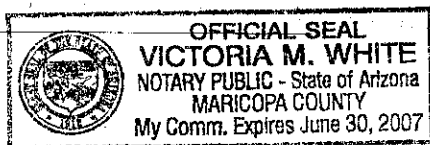
Lot Number(s): 60

Name: Mr. Timothy White

Signature: *Timothy White*

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 22 day of JUNE, 2005.

My Commission Expires:



*Victoria M White*  
Notary Public

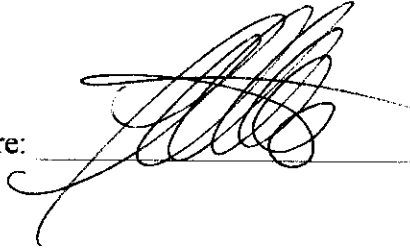


IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 9

Name: Mr. Lee Woolley

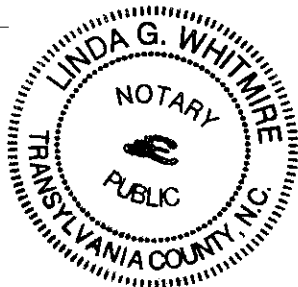
Signature: \_\_\_\_\_



*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 16<sup>th</sup> day of Aug., 2005.

My Commission Expires:

Nov. 01, 2009



Linda G. Whitmire  
Notary Public

IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 38

Name: Ms. Virginia L. Wymer

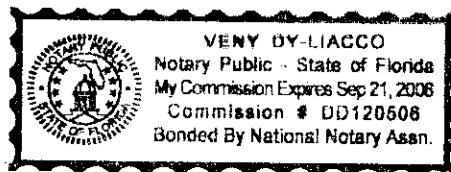
Signature: Virginia L Wymer

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 28 day of June, 2005.

My Commission Expires:

9/21/06

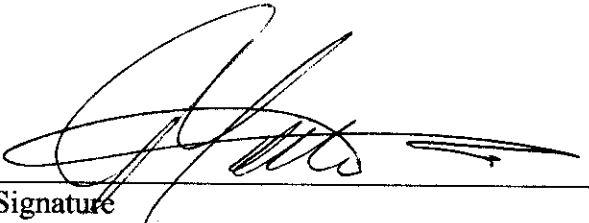
V. Liacco  
Notary Public

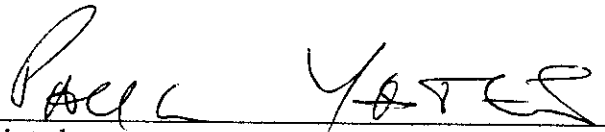


IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

23, 25, 26

Lot number(s)

  
Signature

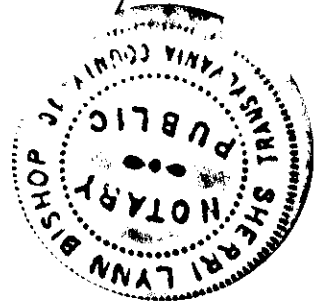
  
Printed name

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 2nd day of August, 2005.

My Commission Expires:

1-14-2008

  
Notary Public



IN WITNESS WHEREOF, the undersigned approves the First Amendment to the Declaration of Protective Covenants for Stoney Brook.

Lot Number(s): 68

Name: Mr. and Mrs. Robert Yountz

Signature: Robert Y Yountz  
Mrs. Vicki H. Yountz

*Personally appeared before me and*  
Witness my hand and official stamp or seal, this the 29<sup>th</sup> day of July, 2005.

My Commission Expires:

**DANA A. LA FERRIERE**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JAN. 31, 2007

*[Signature]*  
Notary Public

