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FORSYTH CO, NC FEE \$168.00
PRESENTED & RECORDED:

09-07-2021 09:42:31 AM

LYNNE JOHNSON
REGISTER OF DEEDS
BY: OLIVIA DOYLE, ASST

BK: RE 3638
PG: 2637-2673

Prepared by: Stephen C. Minnich, Attorney
Return to: Stephen C. Minnich, Attorney
5335 Robinhood Village Drive #116
Winston-Salem, NC 27106

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STERLING POINT**

This Second Amendment ("Amendment") to Declaration of Covenants, Conditions and Restrictions for Sterling Point, dated as of the 27 day of August, 2021, is made among all of the undersigned Lot Owners in Sterling Point subdivision and Sterling Point HOA, Inc. (the "Association").

Background

A. The thirty-five (35) lots known as Sterling Point, as recorded in Plat Book 39, Page 25, in the Office of the Register of Deeds of Forsyth County, North Carolina (the "Lots") are subject to a Declaration of Covenants, Conditions and Restrictions for Sterling Point, dated September 3, 1996 and recorded September 3, 1996, in Book 1916, Page 3074, as amended by an Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Point, dated September 1, 2005, and recorded September 26, 2005 in Book 2603, Page 560 (altogether, the "Declaration").

B. The Association and at least 66 2/3% of the Lot Owners have approved certain amendments to the Declaration as provided herein.

C. The Association and the undersigned Lot Owners constituting at least 66 2/3% of the Lot Owners, as required by Section 3 of Article IX for purposes of amending the Declaration, have joined in this Amendment and authorize the officers of the Association to file this Amendment with the Office of the Forsyth County Register of Deeds.

In consideration of the foregoing recitals and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Association and the undersigned Lot Owners in Sterling Point, agree as follows:

Original to: Horace Flowers

1. Article V, Section 2 of the Declaration is amended to add at the end a new subparagraph (s) as follows:

“(s) **Leases Prohibited.** No dwelling or other permitted structure on a Lot shall be leased or licensed for use in any form to any third party other than the Lot Owner, whether pursuant to a short-term or long-term lease, except that: (i) any lease in effect as of the date of recording of this Amendment shall be permitted for its remaining unexpired term; and (ii) upon written application of a Lot Owner under circumstances of hardship, the Board of the Association is authorized, in its discretion, to permit a lease for a period of not more than twelve (12) months per approval given, in writing to the Lot Owner.”

2. All references to “tenants” within the Declaration, to the extent they reference a leasehold tenancy now otherwise prohibited by the terms of this Amendment, are hereby deleted.

3. Except as expressly modified by this Amendment and as previously amended, the Declaration shall continue in full force and effect, according to its terms.

IN WITNESS WHEREOF, the Association and the undersigned Lot Owners have executed this Amendment with intended effect as of the date first set forth above.

[Separate Signature Pages Follow]

SEPARATE SIGNATURE PAGE TO
SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STERLING POINT

STERLING POINT HOA, INC., a North Carolina
nonprofit corporation

By: *Horace L Flower Jr*
Name: Horace L Flower Jr
Its: President

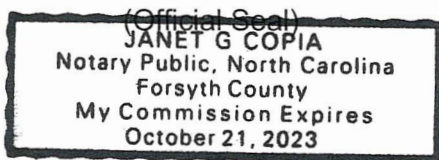
By: *Charles F. Bumgarner*
Name: Charles F. Bumgarner
Its: Vice-President

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

I, Janet G Copia, a Notary Public for said County and State, do
hereby certify that Horace L Flowers Jr, President and Charles F. Bumgarner,
Vice-President, either being personally known to me or proven by satisfactory evidence,
personally appeared before me this day, acknowledging to me that s/he voluntarily signed the
foregoing document for the purpose stated therein and in the capacity indicated.

Date: August 27, 2021

Janet G Copia
Janet G Copia, Notary Public



My Commission Expires: Oct 21, 2023