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FORSYTH CO. NC FEE \$26.00
PRESENTED & RECORDED
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LYNNE JOHNSON
REGISTER OF DEEDS
BY: OLIVIA DOYLE, ASST
BK: RE 3762
PG: 4465 - 4468

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR CRESCENT HILL
HOMEOWNERS ASSOCIATION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CRESCENT HILL HOMEOWNERS ASSOCIATION (the "Amendment") is made this 12th day of July, 2023 by Crescent Hill Homeowners Association (the "Association") and Thyme Properties, LLC, a North Carolina limited liability company (hereinafter "Developer" and/or "Declarant").

RECITALS:

WHEREAS, On June 1st, 2023, the Declarant of Crescent Hill Homeowners Association recorded that certain Declaration of Covenants, Conditions and Restrictions for Crescent Hill Homeowners Association (the "Covenants") in Book 3756, Pages 3854-3884, Forsyth County Register of Deeds for property located in Forsyth County, North Carolina; and,

WHEREAS, pursuant to Article X, Section 3 Amendment, of the Declaration of Covenants, Conditions and Restrictions for Crescent Hill, the Declarant reserves the right to amend the Covenants unilaterally at any time they own a lot or may annex Additional Property without the approval of the Owners; and,

WHEREAS, pursuant to Article X of the Declaration, Declarant wishes to Amend Exhibit B in the Covenants; and

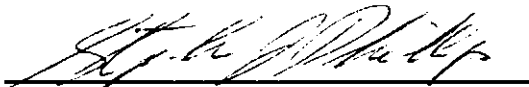
NOW THEREFORE, the Declarant hereby amends the Covenants as set forth in Exhibit B attached hereto. Except as expressly amended herein, all other terms and provisions of the Covenants shall remain in full force and affect.

SIGNATURES ON FOLLOWING PAGE

Submitted electronically by Thyme Properties, LLC in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Forsyth County Register of Deeds.

IN WITNESS WHEREOF, Declarant has caused this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Crescent Hill Homeowners' Association to be executed as of the date written above.

DECLARANT:

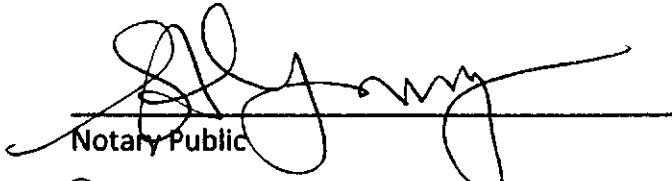
By: 
Name: Stephen J. Phillips
Title: Manager

NORTH CAROLINA

FORSYTH COUNTY

I, a Notary Public of the County and State aforesaid, certify that Stephen J. Phillips, who being by me duly sworn, says that he is a Manager of THYME PROPERTIES LLC, a North Carolina limited liability company, and that the foregoing instrument was duly executed by him for and on behalf of said limited liability company.

WITNESS my hand and official stamp or seal, this 12th day of July, 2023.


Notary Public
Sarah I. Young
Printed Name

My commission expires: 3-12-2028

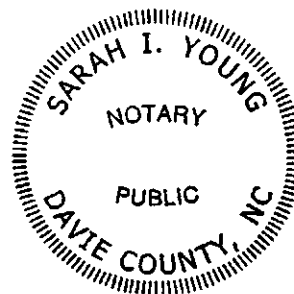


EXHIBIT B**Low Density Residential Subdivisions with Curb Outlet Swales**
Deed Restrictions & Protective Covenances

In accordance with Title 15 NCAC 02H.1000, the Stormwater Management Regulations, deed restrictions and protective covenants are required for Low Density Residential Subdivisions with curb outlet swales, where lots will be subdivided and sold. Deed restrictions and protective covenants are necessary to ensure that the development maintains a built-upon area consistent with the applicable regulation governing the density level.

I, Thyme Properties, LLC acknowledge and affirm by my signature below, that I will cause the following deed restrictions and protective covenants to be recorded for Crescent Hill Subdivision prior to the sale of any lot:

1. *The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number **SWA000114**, as issued by the Division of Energy, Mineral and Land Resources under the Stormwater Management Regulations.*
2. *The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.*
3. *These covenants are to run with the land and be binding on all persons and parties claiming under them.*
4. *The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.*
5. *Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.*
6. *The maximum allowable built-upon area (BUA) per lot, in square feet, is as listed herein:*

<i>Lots #</i>	<i>BUA, sf</i>
<i>1 thru 21, and 45 thru 48</i>	<i>3,500</i>
<i>22 thru 44</i>	<i>2,530</i>

This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

7. *In the case of a lot within GAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than is shown herein, the governing maximum built-upon area for that lot shall be the most restrictive of the two.*
8. *This project includes a curb outlet system. Each designated curb outlet swale shall be maintained in accordance with the designs shown on the approved plans. This requires a minimum of 100' long with 3:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, maintain a trapezoidal cross-section with a minimum bottom width of 2', and maintain a dense vegetated cover.*
9. *Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.*

10. *Each lot will maintain a 30* foot wide vegetated buffer between all impervious areas and surface waters.*
11. *All roof drains shall terminate at least 30* foot from the mean high water mark of surface waters.*
12. *Filling in, piping or altering any designated 3:1 curb outlet swale associated with the development is prohibited by any persons.*
13. *Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in NCGS 143. Article 21*
14. *The Declarant shall have the right to amend the covenants without consent of the members to conform the Declaration to the requirements of any law or governmental agency having legal jurisdiction over the property, including those agencies sponsored by or under the control of the State of North Carolina. A letter from an official of any such agency requesting, requiring or suggesting an amendment necessary to comply with the requirements of such agency, shall be sufficient evidence to affect such an amendment. The amendment shall be effective upon recording.*