

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

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AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF DEER CHASE

KNOW ALL MEN by these presents that the undersigned, being a majority of the owners of tracts of land located in that development known as Deer Chase, which said property is more particularly described as Exhibit A in the Declaration of Restrictive Covenants of Deer Chase recorded in Deed Book 264, Page 249, Transylvania County Registry;

W I T N E S S E T H

THAT WHEREAS, Samuel E. Richardson, III and wife, Claudine H. Richardson, heretofore executed a certain Declaration of Restrictive Covenants of Deer Chase recorded in Deed Book 264, Page 249, Transylvania County Registry; and

WHEREAS, said restrictive covenants contained the following language:

E. General Provisions

1. Term: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date these covenants are recorded after which said time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part; and

WHEREAS, a majority of the present owners of tracts in Deer Chase have agreed to amend the said covenants;

NOW, THEREFORE, the restrictive covenants of Deer Chase are amended by striking them in their entirety and inserting in lieu thereof the following covenants:

A. RESIDENTIAL AREA COVENANTS

1. LAND, USE AND BUILDING TYPE: No tract shall be used except for residential or farm purposes, farm purposes being defined as agricultural or forestry. A tract shall be defined as a minimum of 2-1/2 acres. Larger tracts may be subdivided, to meet the minimum tract requirement. No permanent building shall be erected, altered, placed or permitted to remain on any tract other than one detached single family dwelling, a private garage and such other buildings as may be directly necessary in connection with any household, gardening, or farming operations as permitted herein. A permanent building being defined as one constructed on site, prefabricated or a mobile home, all of which meet the State and local building codes. Mobile homes must have decorative underpinning or skirting. No access road shall be constructed on or through any

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tract within the Development without the consent of the Board of Directors of the Association. An access road is one that is maintained by the Deer Chase Property Owners Association. No Deer Chase Property owner shall give access across his tract to property other than Deer Chase Property without written approval of the Board. Private drives are not roads and do not require the consent of the Board of Directors. No business or trade, other than for farm purposes, may be conducted on any tract without the written approval of the Board of Directors. Written approval by the Board of Directors shall be by document suitable for recording and if such permission is for an access road shall impose upon the grantee, his heirs and assigns responsibility for road maintenance.

2. DWELLING COST, QUALITY AND SIZE: There is no minimum cost for any dwelling which may be constructed on any tract in the Development. The minimum size for any dwelling shall be 600 square feet.

3. BUILDING LOCATION: The minimum set-back for all buildings, including storage buildings over 200 sq. feet shall be 100 feet from the center line of all roads and streets and 50 feet from all interior and rear lines for each tract; provided, however, NO tract owner may build nearer than 50 feet to any stream or bordering his tract without written approval of the Board of Directors and also subject to any applicable county regulations regarding the same. Storage buildings of less than 200 sq. feet will have a set-back of 1/2 the minimum building set back. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit said eaves, steps and open porches of the building on a tract to encroach upon another tract.

4. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved by Deer Chase Property Owners Association over and with the road right of way serving each tract. With these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard flow of water through drainage channels in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, with the exception of the road bed which is maintained by the Deer Chase Property Owners Association and for those improvements for which a public authority or utility company is responsible.

5. NOISANCES AND UNLAWFUL ACTIVITIES: No noxious, offensive or unlawful activity shall be carried on upon any tract, nor shall anything be done thereon which may or become any annoyance or nuisance to the neighborhood.

6. CAMPERS, TRAILERS AND OTHER TEMPORARY STRUCTURES: No structure of a temporary character (trailer, shack, garage, storage building or any structure with a steel frame) shall be used on any tract at any time as a year round residence. A temporary residence may be allowed while a permanent residence is being constructed, provided that such residence is approved by the Board of Directors, after considering sanitation requirements and appearance standards.

7. SIGNS: No business sign of any kind shall be

displayed to the public view on any tract except one professional sign of not more than five square feet advertising the property for sale or rent. A tract owner may display personal identification signs.

8. **LIVESTOCK, POULTRY AND OTHER DOMESTIC ANIMALS.** It is the intent of the Deer Chase Property Owners Association to encourage the ownership and enjoyment by all property owners of livestock, poultry and other domestic animals for their personal use. To this end, Deer Chase Property Owners Association will not unduly restrict the existence and maintenance of such animals. All property owners are cautioned, however, that the maintenance of any animal for whatever reason shall not infringe upon the beneficial use and enjoyment of any property rights by any other property owners in the development as outlined previously in Section 5.

9. **GARBAGE AND REFUSE DISPOSAL.** No tract shall be used or maintained for a garbage dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall conform to State Forest Service specifications and County Health Department regulations.

10. **MOTOR VEHICLES AND REPAIRS:** No junk vehicles, buses (whether operative or inoperative) or any other inoperative motor vehicles of any type shall be kept on any tract. A tract owner may make major repairs on his own vehicles, provided that time for making the repairs does not exceed 60 days.

11. **SITE DISTANCE AND INTERSECTION:** No fence, wall, hedge, or shrub planting shall be constructed, placed or permitted to remain in any place where the same shall obstruct the view above roadways of streets, roads, or driveways or otherwise interfere with vehicular traffic in the roads of said Development.

12. **WATER SYSTEM:** Deer Chase Property Owners Association shall not be responsible for supplying water for any tract as it is each individual tract owner's responsibility to secure water for his tract.

13. **DRILLING AND MINING:** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any tract, other than for purposes of obtaining water.

14. **DRIVEWAY CONNECTIONS:** Each property owner shall be responsible for the installation and maintenance of a culvert in conformity with appropriate State rules and regulations beneath each drive running from any road in the Development to that parcel of property.

15. **STREAMS:** No tract owner shall pollute any stream in the Development nor shall any tract owner cause or allow any stream in the Development which may flow across his tract to be diverted from its natural direction and course of flow. The provisions of this article shall not be construed as prohibiting the construction of a dam on a tract by the tract owner so long as the construction plans and specifications thereof and a plan showing its location on the tract have been submitted to and approved by the Deer Chase Property Owners Association Board of Directors, and so long as the stream which flows across the tract owner's tract, flows in its natural direction and course of flow at all points on the tract downstream from the dam constructed on the tract and upstream from the pond created by said dam.

16. **FUEL TANKS AND HAZARDOUS MATERIALS:** Fuel storage tanks or hazardous material containers on any tract may be buried below the surface of the ground provided they conform to all County, State and Federal Environmental Protection Agency guidelines. Any storage or burial of these materials must be screened to the satisfaction of the Deer Chase Property Owners Association.

17. **WASTE DISPOSAL OR SEPTIC SYSTEM:** No waste disposal or septic system shall be installed in such a manner that would pollute or create a health hazard to any stream or branch crossing or bordering any tract.

B. ROAD MAINTENANCE:

Access to the tracts developed shall be over the roads shown on the plat of the Development subjected to these covenants. Until said roads are taken over for maintenance by the North Carolina Department of Transportation, or any successor or agency thereto, Deer Chase Property Owners Association for themselves and their successors or assigns, reserve the right to levy an annual road maintenance fee set by the Board of Directors against the owner of each Tract. If two families occupy one tract, each will be assessed the road maintenance fee. The fee will not be more than \$150.00 per year. In the event that the owner of any of said tracts does not pay said maintenance fee within 90 days after the fee is levied each year, said levy shall constitute a lien against said tract from the date of the filing of a Certificate of Levy in the office of Register of Deeds of Transylvania County. Liens levied against property will not be allowed to remain outstanding in excess of three (3) years. If any tract owner or group of tracts should voluntarily accept the dual responsibility of overseeing the maintenance of said roads and levying the annual road maintenance fees, Deer Chase Property Owners Association reserve the right to turn over such duties to them for a period of time acceptable to all the parties concerned.

C. DEER CHASE PROPERTY OWNER'S ASSOCIATION:

ALL property owners shall be obligated to participate in the activities of the Deer Chase Property Owners Association on a one vote per land owner basis and to operating said Association. Said Association shall be responsible for road maintenance and any and all other matters and things necessary to the proper enjoyment of the use of the property by the tract owners.

D. AESTHETIC PROVISIONS AND COVENANTS:

1. **TRACT AND HOME MAINTENANCE:** All homes in Deer Chase shall be maintained in a state of good repair and good condition. No tract or home located on the same shall be allowed to so deteriorate as to present a nuisance to or a danger to the health, safety, and welfare of the other property owners in Deer Chase.

E. GENERAL PROVISIONS:

1. **TERM:** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date these covenants are recorded after which said time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

2. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons

violating or attempting to violate any covenant either to restrain violation or to recover damages. Either an individual lot owner or the Deer Chase Property Owners Association may initiate the appropriate proceeding.

3. SEVERABILITY: Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

4. SUPPLEMENTAL COVENANTS: Deer Chase Property Owners Association specifically reserve the right to supplement these restrictive covenants as the need may arise, provided that any supplement shall be agreed to in writing by a majority of the property owners in Deer Chase.

5. VARIANCES OR EXCEPTIONS: Variances or exceptions must be approved by the Board of Directors of Deer Chase Property Owners Association. The tract owner seeking the variance or exception may appeal an adverse decision to the other tract owners who may allow the variance or exception by a vote of a majority of the responding votes, whether by a mail ballot, and/or a special or regular meeting of the Association. Any additional expense incurred by such a vote will be paid for by the tract owner seeking such variance or exception.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 9th day of August, 1988.

David A. Hamilton (SEAL)

Joyce Ann Hamilton (SEAL)

James M. Phillips (SEAL)

Minnie B. Buckley (SEAL)

Amniel E. Richardson, III (SEAL)

Claudia H. Richardson (SEAL)

Cheryl M. Summey (SEAL)

Helva O. Summey (SEAL)

Henry C. Praxman (SEAL)

W. O. Praxman (SEAL)

Wanda Morgan (SEAL)

Oliver Morgan (SEAL)

H. Keith Bygon (SEAL) _____ (SEAL)

Erinda M. Bygon (SEAL) _____ (SEAL)

Leslie J. Stoney (SEAL) _____ (SEAL)

Jim Rogers (SEAL) _____ (SEAL)

Robert H. Vrie (SEAL) _____ (SEAL)

May F. Vrie (SEAL) _____ (SEAL)

Ricky S. Corn (SEAL) _____ (SEAL)

Garnie S. Corn (SEAL) _____ (SEAL)

James Britter George (SEAL) _____ (SEAL)

Cynthia G. George (SEAL) _____ (SEAL)

Dotty J. White (SEAL) _____ (SEAL)

William A. White (SEAL) _____ (SEAL)

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