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 TRANSYLVANIA CO, NC FEE \$23.00
 PRESENTED & RECORDED:
 03-16-2007 10:24:15 AM
 CINDY M OWNBEY
 REGISTER OF DEEDS
 BY: KARIN SMITH
 DEPUTY REGISTER OF DEEDS
 BK: DOC 398
 PG: 657-660

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Prepared by: Gayle E. Ramsey

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

**AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS OF
BIG HILL ACREAGE HOMESTEADS
PHASE II
GREEN HOLLOW SUBDIVISION**

This amendment to the Declaration of Restrictive Covenants of Big Hill Acreage Homesteads Phase II Green Hollow Subdivision is made and entered into by the undersigned owners of lots located in the development known as Big Hill Acreage Homesteads Phase II Green Hollow Subdivision whose lots are subject to the terms of the Declaration of Restrictive Covenants of Big Hill Acreage Homesteads Phase II Green Hollow Subdivision dated May 22, 2006, and recorded in the office of the Register of Deeds for Transylvania County in Document Book 350, page 328.

WITNESSETH:

THAT WHEREAS, Robin Hood, Inc. (sometimes hereinafter referred to as the "Developer"), the Developer of Big Hill Acreage Homesteads Phase II Green Hollow Subdivision, has recorded in the office of the Register of Deeds for Transylvania County in Document Book 350, page 328, a certain Declaration of Restrictive Covenants (sometimes hereinafter referred to as the "Declaration") for the Development known as Big Hill Acreage Homesteads Phase II Green Hollow Subdivision; and

WHEREAS, the undersigned lot owners who constitute the owners of a majority of the lots in the Development now desire to amend the Declaration in the manner herein set forth.

NOW, THEREFORE, the undersigned lot owners do hereby amend the Declaration as follows:

1. By deleting Article IV thereof and substituting in lieu thereof a new Article IV which shall read as follows:

**ARTICLE IV
NUISANCES**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Construction of improvements on any lot, once commenced, shall be completed within eighteen (18) months. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within ninety (90) days, shall be deemed nuisances. Developer may remove any such nuisances or repair or complete the same at the expense of the owner, the cost of which shall be levied as an assessment against the owner's lot.

Noxious or offensive activity shall include but shall not be limited to (1) a public nuisance or nuisance per se, (2) any behavior which is inconsistent with both a reasonable pleasurable use of the properties of the owners of lots and parcels in the Development, their tenants and guests, and their reasonable expectation of vacationing, year-round living, studying, working and recreating, free of excessively noisy behavior grossly disrespecting the rights of others, (3) flashing or excessively bright lights, racing vehicles (regardless of the number of wheels), the operation of unlicensed motor vehicles other than electric carts in the Development (including specifically trail motor bikes with two, three or more wheels), the operation of motor vehicles by unlicensed persons on any roads in the Development or any motor bike riding in the Development other than as a means of transportation to and from the home of a resident lot owner to the state road, (4) offensive displays of public sexuality, (5) public drunkenness, (6) significantly loud electronic music distractions or vibrations which extend beyond property lines, (7) the discharge of fireworks except in controlled events approved by the Association, or (8) the assembly and disassembly of motor vehicles and other mechanical devices which might tend to create disorderly, unsightly or unkept conditions, (9) parking or storing any junked, inoperable or unlicensed automobiles, trucks or heavy equipment on any lot or road in the Development, (10) parking or storing any recreational vehicle (RV) on a lot except when a house guest who owns an RV which is parked or stored on a lot is visiting such lot owner for a period not to exceed one week, and during such period such RV shall not be permitted to park on the right of way of any road located within the Development other than on the right of way of the private driveway which is located exclusively on the lot on which such RV is parked, or (11) other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the lots and common areas in the Development.

IN WITNESS WHEREOF, Robin Hood, Inc., the Developer, and the owners of the other lots hereinafter designated whose signatures appear on the 2 signature pages which are attached hereto and incorporated herein by reference, who collectively constitute the owners of a majority of the lots in the Development, have executed this amendment to the Declaration of Restrictive Covenants of Big Hill Acreage Homesteads Phase II Green Hollow Subdivision which shall become effective upon its recordation in the office of the Register of Deeds for Transylvania County.

DEVELOPER:

Lots owned by
Developer:

ROBIN HOOD, INC.

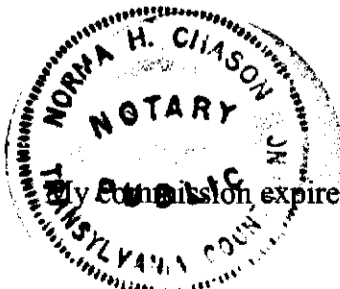
Lots Nos. 101, 103, 105, 106, 107
108, 109, 110, 111, 112, 113, 115, 116, 117
118, 119, 120, 121, 122, 123, 124, 125, 126

By: Arthur M. Dehon, Jr. (SEAL)
Arthur M. Dehon, Jr., President

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, the undersigned Notary Public of the County and State aforesaid, certify that Arthur M. Dehon, Jr., personally appeared before me this day and acknowledged that he is the President of ROBIN HOOD, INC., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this 2nd day of February, 2007.



Norma H. Chason
Signature of Notary Public

My Commission expires: 7-29-2011

NORMA H. CHASON
Printed or typed name of Notary Public

PAGE 1 OF OWNERS' SIGNATURE PAGES TO AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF BIG HILL ACREAGE HOMESTEADS PHASE II GREEN HOLLOW SUBDIVISION

The undersigned owner(s) of the lot or lots hereinafter designated hereby consent to amending the Declaration of Restrictive Covenants recorded in the office of the Register of Deeds for Transylvania County in Document Book 350, page 328, in the manner set forth in the amendment thereto to which this signature page is attached and in which it is incorporated by reference and agree to be bound by the terms of said amendment.

Individual Owner(s) of Lot(s):

Lot No. 100

John D Block (SEAL)
Lot Owner's Signature

JOHN D BLOCK
Lot Owner's Printed Name

Donna Lee Block (SEAL)
Co-Owner's (or spouse's) Signature

DONNA LEE BLOCK
Co-Owner's (or spouse's) Printed Name

STATE OF Florida
COUNTY OF Marion

I, a Notary Public of said State and County, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

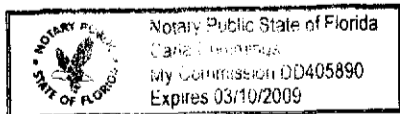
JOHN D BLOCK DONNA L BLOCK
Names of individuals whose signatures are being notarized

WITNESS my hand and Notarial Seal, this the 21 day of FEBRUARY, 2007.

Carla Cummings
Signature of Notary Public

CARLA CUMMINGS
Printed or Typed Name of Notary Public

My commission expires: 3-10-2009



PAGE 2 OF OWNERS' SIGNATURE PAGES TO AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF BIG HILL ACREAGE HOMESTEADS PHASE II GREEN HOLLOW SUBDIVISION

The undersigned owner(s) of the lot or lots hereinafter designated hereby consent to amending the Declaration of Restrictive Covenants recorded in the office of the Register of Deeds for Transylvania County in Document Book 350, page 328, in the manner set forth in the amendment thereto to which this signature page is attached and in which it is incorporated by reference and agree to be bound by the terms of said amendment.

Individual Owner(s) of Lot(s):

Lot No. 114

Ralph N. Mendenhall (SEAL)
Lot Owner's Signature

RALPH N. MENDENHALL
Lot Owner's Printed Name

Virginia A. Mendenhall (SEAL)
Co-Owner's (or spouse's) Signature

VIRGINIA A. MENDENHALL
Co-Owner's (or spouse's) Printed Name

STATE OF Florida,
COUNTY OF Sarasota.

I, a Notary Public of said State and County, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Ralph N. Mendenhall + Virginia A. Mendenhall
Names of individuals whose signatures are being notarized

WITNESS my hand and Notarial Seal, this the 28th day of Feb, 2007.

Linda F. Belcher
Signature of Notary Public

Linda F. Belcher
Printed or Typed Name of Notary Public

My commission expires: 10-16-2010.

