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TRANSYLVANIA CO, NC FEE \$26.00
PRESENTED & RECORDED

04-11-2014 08:51:28 AM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: KARIN SMITH

DEPUTY REGISTER OF DEEDS

BK: DOC 688

PG: 489-502

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 Declaration was subsequently amended in an Amendment thereto recorded in the office of the Register of Deeds for Transylvania County in Document Book 398, page 657; and

WHEREAS, the undersigned lot owners who constitute the owners of more than sixty-seven percent (67%) 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 I thereof and substituting in lieu thereof a new Article I which shall read as follows:

**ARTICLE I
LAND USE AND STRUCTURE TYPE**

All numbered lots and parcels in the Development shown on the recorded plats hereinabove referred to are hereby designated single-family residential as to their permissible uses. Any additional lots and parcels in the Development which may be submitted to the terms and conditions of this Declaration shall be designated in supplemental declarations as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of this Declaration relating to such uses. The failure of any supplemental declaration to specify the permissible use of the numbered lot or lots specified therein shall be deemed to constitute a designation of the permissible use of such lot or lots as being single-family residential.

A. SINGLE-FAMILY RESIDENTIAL. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot which is designated as a single-family residential lot other than one (1) detached, single-family dwelling, not to exceed two and one-half (2 ½) stories in height, together with a porch, terrace, attached private garage or carport and an enclosure employed in the keeping and containment of chickens. The following restrictions shall apply specifically to lots designated as single-family residential:

1. **Minimum Cost and Area.** Each dwelling constructed, erected or situated thereon shall have fully enclosed floor area (exclusive of any roofed or unroofed porch, terrace, garage, carport or other areas not enclosed by the main structure) which, in the case of one story buildings, shall contain not less than 1,000 square feet of fully enclosed floor area at ground level, and in the case of two or two and one-half (2 ½) story buildings, shall contain not less than 750 square feet of fully enclosed floor area on the main floor at ground level and not less than 250 square feet of habitable living space, as defined by the North Carolina Building Code, on the second floor or in the loft. However, Developer, at Developer's sole discretion, may grant variances from these square footage requirements when in Developer's judgment the topography of the lot and the location of road right-of-way lines across such lot make it impractical or impossible to construct on such lot a building which conforms to the minimum square footage requirements set out herein.

2. Setbacks.

Each dwelling, porch, garage or carport shall be at least:

- (a) Thirty-Five (35) feet from all road right-of-way lines;
- (b) Thirty (30) feet from the rear lot line;
- (c) Thirty (30) feet from interior lot lines other than the rear lot line;

However, Developer, in Developer's sole discretion, may grant variances from these requirements, when in Developers judgment the size and topography of a lot and the location of road right-of-way lines across such lot make it impractical or impossible to construct on such lot a building which conforms to the set back requirements set out herein.

3. Signs. No signs, other than one sign advertising the lot and/or house for sale containing not more than three (3) square feet and one sign naming the lot or house containing not more than two (2) square feet, shall be allowed on any lot without the permission of Developer.

B. COMMON AREAS. All lots or parcels in the Development designated as common areas are and shall remain private property and Developer's recordation of a plat shall not be construed as a dedication to the public of any such common areas located therein, however, Developer reserves the right to convey at any time all or any portion of those areas in the Development which have been designated as common areas to Big Hill Property Owners Association, Inc. (hereinafter referred to as "the Association"), and Developer also reserves the right to transfer at any time to the Association the responsibility for maintaining all or any portion of said common areas, together with the responsibility for paying the cost of maintaining those portions of said common areas so transferred.

2. By deleting subsection 3 of Section A of Article II thereof and substituting in lieu thereof a new subsection 3 of Section A of Article II which shall read as follows:

3. With the exception of a chicken run which has been constructed and located on a lot in conformance with the requirements of Article VI of this Declaration, no fence may be constructed on any lot which is visible from any point in the development which is located outside of the boundaries of such lot.

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

**ARTICLE VI
HOUSEHOLD PETS, LIVESTOCK AND POULTRY**

No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot except as follows: chickens, dogs, cats, or other household pets may be kept, provided that they are not bred or maintained for commercial purposes and that whenever household pets are not inside of the single-family dwelling or garage in which they are kept, they are restrained by leash or electronic invisible fence.

Any pet shall be muzzled which consistently barks, howls or makes other disturbing noises which might be reasonably expected to disturb any other lot owner or his tenants or guests.

The following additional restrictions shall be applicable to chickens:

1. The keeping of roosters is prohibited.
2. In no case shall the number of chickens kept by any single household on a lot or combination of lots exceed eight (8) birds, nor shall the number of chicken coops exceed one chicken coop.
3. It is the intent of these covenants that the lot owner be permitted to keep chickens for personal or domestic consumption of eggs and meat. In no case shall this be construed to mean the authorization of bona fide agricultural operations or commercial enterprises engaged in the production of meat, eggs or live chickens for sale or distribution. However, should the lot owner have excess eggs beyond personal use, the lot owner may sell the eggs to other lot owners in the development or in a local farmers market.
4. No person shall permit chickens to run at large. Chickens shall be kept in an enclosure at all times and shall not be permitted to range free. Any chicken not contained in an enclosure shall be deemed to be at large.
5. All enclosures employed in the keeping and containment of chickens, whether stationary or portable, shall include chicken coops and chicken runs and shall be of such colors as subdued earth forest tones of brown or green which will blend in with the natural surroundings. Enclosures shall consist of a top and sides comprised of materials of sufficient design and durability as to prevent chickens from exiting the enclosure by horizontal or vertical movement, including but not limited to fencing, netting and solid surfaces.

6. Chicken coops shall be designed in such a manner as to be secure against inclement weather and invasion by predators.

7. Chicken coops shall have sufficient ventilation or window openings to allow the circulation of sunlight and air.

8. The floors and walls of chicken coops shall be constructed of materials conducive to regular cleaning and sanitation.

9. Chicken coops shall provide a minimum of two and one-half square feet of floor area for each chicken.

10. Chicken coops shall not exceed sixty (60) square feet of ground floor area in size.

11. Chicken coops and chicken runs shall be set back a minimum of twenty (20) feet from property side and rear lines and not less than sixty (60) feet from the road right-of-way or the front of the house, whichever is greater.

12. Chicken runs shall provide a minimum of five (5) square feet of ground area for each chicken.

13. Enclosures shall be situated in the side or rear yard of any property containing a principal structure.

14. Deceased chickens shall be buried on site or disposed of in a sanitary landfill,

15. Enclosures shall be kept in a clean, sanitary, healthful condition. Chicken coops shall be cleaned regularly, with all droppings and organic waste material managed, removed and disposed of in an appropriate manner, and chicken runs shall be relocated or otherwise managed, so as to prevent erosion and to minimize odors, the breeding of flies, and the occurrence of infectious disease.

16. Feed shall be stored in a sealed container that is secure against invasion by rodents and predators.

17. Chickens shall have continuous access to food and water.

The breach of any of these restrictions, obligations and duties shall be a noxious and offensive activity constituting a private nuisance.

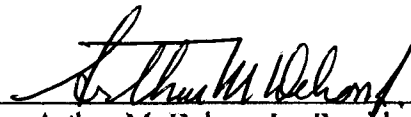
IN WITNESS WHEREOF, Robin Hood, Inc., the Developer, and the owners of the other lots hereinafter designated whose signatures appear on the 8 signature pages which are attached hereto and incorporated herein by reference, who collectively constitute the owners of more than sixty-seven percent (67%) of 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.

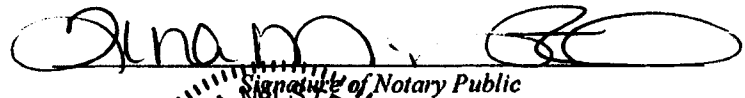
Lots Nos. 103, 105, 106, 107, 115
116, 117, 120, 121, 122, 124, 126
128, 129, 130, 131

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

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

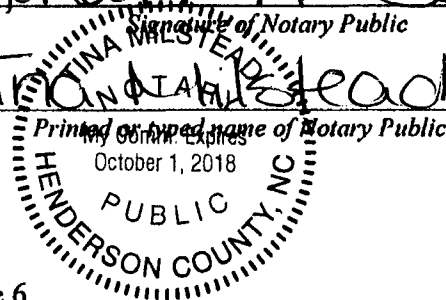
I, the undersigned Notary Public of the County and State aforesaid, certify that Arthur M. Dehon, Jr., personally appeared before me this day and acknowledged that he is the President of ROBIN HOOD, INC., a North Carolina corporation, and that by authority duly given and as the act of such entity, he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

Witness my hand and Notarial stamp or seal, this 21st day of February, 2014.


Signature of Notary Public

My commission expires: October 1, 2018
Printed or typed name of Notary Public

f:/suzanne/misc/BigHillGreenHollowCovenantsAmendment2014



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.

Lot No. 100

Individual Owner(s) of Lot(s):

Donna Lee Block (SEAL)
Lot Owner's Signature

Donna Lee Block
Lot Owner's Printed Name

John David Block (SEAL)
Co-Owner's (or spouse's) Signature

John David Block
Co-Owner's (or spouse's) Printed Name

STATE OF Florida,
COUNTY OF Seminole.

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:

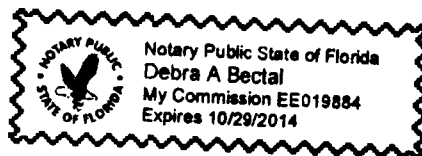
Donna Lee Block and John David Block
Names of individuals whose signatures are being notarized

WITNESS my hand and Notarial Seal, this the 25 day of March, 2014.

Debra A Bectal
Signature of Notary Public

Debra A Bectal
Printed or Typed Name of Notary Public

My commission expires: 10/29/2014.



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.

Lot No. 101

Individual Owner(s) of Lot(s):

Kenneth P. Carlson (SEAL)
Lot Owner's Signature

KENNETH P. CARLSON
Lot Owner's Printed Name

Laura B. Carlson (SEAL)
Co-Owner's (or spouse's) Signature

LAURA B. CARLSON
Co-Owner's (or spouse's) Printed Name

STATE OF South Carolina
COUNTY OF Greenville

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:

Kenneth P. Carlson & Laura B. Carlson
Names of individuals whose signatures are being notarized

WITNESS my hand and Notarial Seal, this the 28 day of February, 2014.



Martha Spruise
Signature of Notary Public

Martha Spruise
Printed or Typed Name of Notary Public

My commission expires: 5/3/17

PAGE 3 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.

Lot No. 111

Individual Owner(s) of Lot(s):

Smyth F. McCrady (SEAL)
Lot Owner's Signature

Smyth F. McCrady
Lot Owner's Printed Name

Rahn P. McCrady (SEAL)
Co-Owner's (or spouse's) Signature

Rahn P. McCrady
Co-Owner's (or spouse's) Printed Name

STATE OF South Carolina,
COUNTY OF Richland.

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:

Names of individuals whose signatures are being notarized

WITNESS my hand and Notarial Seal, this the 18th day of March, 2014.

Shindler
Signature of Notary Public

Sherri B. Lindler
Printed or Typed Name of Notary Public

My commission expires: 9.22.14.

PAGE 4 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.

Lot No. 123

Individual Owner(s) of Lot(s):

Ronald Wingard (SEAL)
Lot Owner's Signature

RONALD WINGARD
Lot Owner's Printed Name

Leslie Wingard (SEAL)
Co-Owner's (or spouse's) Signature

Leslie WINGARD
Co-Owner's (or spouse's) Printed Name

STATE OF SOUTH CAROLINA,
COUNTY OF RICHLAND.

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:

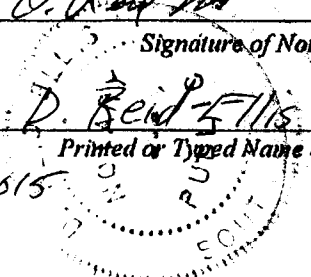
Ronald Wingard and Leslie Wingard
Names of individuals whose signatures are being notarized

WITNESS my hand and Notarial Seal, this the 5th day of March, 2014.

D. Reid Ellis
Signature of Notary Public

D. Reid Ellis
Printed or Typed Name of Notary Public

My commission expires: January 21, 2015



PAGE 5 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.

Lot No. 127

Individual Owner(s) of Lot(s):

[Signature] (SEAL)
Lot Owner's Signature

Randall D Aumen
Lot Owner's Printed Name

[Signature] (SEAL)
Co-Owner's (or spouse's) Signature

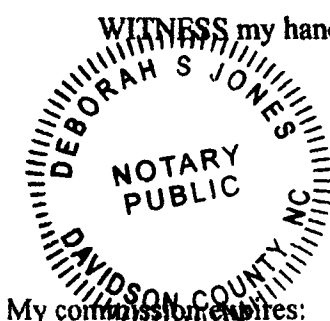
Roberta A Aumen
Co-Owner's (or spouse's) Printed Name

STATE OF North Carolina
COUNTY OF Davidson

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:

Randall D. Aumen and Roberta A. Aumen
Names of individuals whose signatures are being notarized

WITNESS my hand and Notarial Seal, this the 31 day of March, 2014.



[Signature]
Signature of Notary Public

Deborah S. Jones
Printed or Typed Name of Notary Public

My commission expires: 7/6/2015

PAGE 6 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.

Lot No. 132

Individual Owner(s) of Lot(s):

Robert Metz (SEAL)
Lot Owner's Signature

ROBERT METZ
Lot Owner's Printed Name

Jana Metz (SEAL)
Co-Owner's (or spouse's) Signature

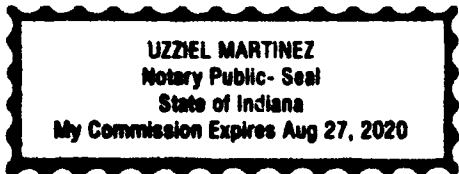
Jana Metz
Co-Owner's (or spouse's) Printed Name

STATE OF North Carolina Indiana
COUNTY OF Transylvania Elkhart

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:

Robert Metz + Jana Metz
Names of individuals whose signatures are being notarized

WITNESS my hand and Notarial Seal, this the 25 day of March, 2014.



Uzziel Martinez
Signature of Notary Public

Uzziel Martinez
Printed or Typed Name of Notary Public

My commission expires: Aug 27, 2020

PAGE 7 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.

Lot No. 134

Individual Owner(s) of Lot(s):

[Signature] (SEAL)
Lot Owner's Signature

KENNETH A. SHULL
Lot Owner's Printed Name

[Signature] (SEAL)
Co-Owner's (or spouse's) Signature

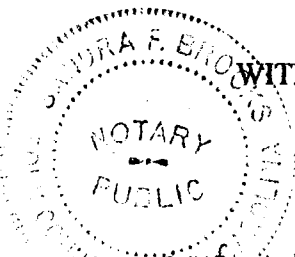
HEIDI L SHULL
Co-Owner's (or spouse's) Printed Name

STATE OF NORTH CAROLINA,
COUNTY OF POWELL.

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:

KENNETH A + HEIDI L. SHULL
Names of individuals whose signatures are being notarized

WITNESS my hand and Notarial Seal, this the 28 day of March, 2014.



[Signature]
Signature of Notary Public

Sandra F. Brooks
Printed or Typed Name of Notary Public

My commission expires: Nov. 8, 2015.

Notary Public, Powell County, North Carolina
My Commission Expires November 8, 2015

PAGE 8 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.

Lot No. 135

Individual Owner(s) of Lot(s):

[Signature] (SEAL)
Lot Owner's Signature

Ke'alahi K. Drake
Lot Owner's Printed Name

Co-Owner's (or spouse's) Signature (SEAL)

Co-Owner's (or spouse's) Printed Name

STATE OF GEORGIA,
COUNTY OF GWINNETT.

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:

Ke'alahi K. Drake
Names of individuals whose signatures are being notarized

WITNESS my hand and Notarial Seal, this the 24th day of March, 2014.

[Signature]
Signature of Notary Public

PRISCILLA YEBOAH
Printed or Typed Name of Notary Public

My commission expires: 08/08/17.

