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Buncombe County, NC
Drew Reisinger Register of Deeds

BK **5246** PG **610-613**

Return to: Robert Ray Wells, President of The Wildes at Chunn's Cove,
51 Craftsman Circle, Asheville, NC 28805
704-560-6542

State of North Carolina
County of Buncombe

**Second Amendment to
Declaration of Covenants, Conditions
and Restrictions for The Wildes at Chunn's Cove**

This Second Amendment to Declaration of Covenants, Conditions, and Restrictions for The Wildes at Chunn's Cove (herein "Second Amendment") is made to be effective as of this the 10th day of October, 2014, by **The Wildes at Chunn's Cove Property Owners' Association, Inc.**, a North Carolina non-profit (herein "Association").

W i t n e s s e t h:

That Whereas, a Declaration of Covenants, Conditions and Restrictions for the Wildes at Chunn's Cove was recorded in Record Book 3906, at Page 472 of the Buncombe County, NC Register's Office (herein "Declaration"); and

That Whereas, the HOA membership of The Wildes at Chunn's Cove desires the modification and amendment to the Declaration as specifically hereinafter set forth; and

Now therefore, HOA membership of the Wildes of Chunns Cove, pursuant to its authority, privileges and rights set forth in Article III, Section 2, of the Declaration does hereby amend and modify the Declaration as follows:

1. First Amendment dated 01/24/2006, pertaining to Article XI, Section 6 of the Declaration shall be amended by deleting the Section in its entirety and replacing same with the following:

6. Signs: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Owner on any portion of the exterior of any Lot or on any portion of the common elements. As an exception hereto: (i) signs for Owner's names may be permitted but may not exceed 6 inches tall (ii) signs offering the Unit for sale or rent not to exceed three (3) square feet in size (commercially produced signs with no hand printing...stick on letters and numbers acceptable) (iii) Commercially produced Security service signs not to exceed one (1) square foot and no more than two(2) per lot. Notwithstanding the foregoing, the Association Board may, in its exclusive discretion, erect signs on the Property for identification or for such other purposes as the Board finds necessary. This section shall not be construed in any way so as to regulate or prohibit the display of the flag of the United States or North Carolina pursuant to N.C.G.S. 47F-3-121. This Section **SHALL** be construed to regulate and or prohibit display of all political signs. as permitted pursuant to N.C.G.S. 47F-3-121.

2. ARTICLE VII, Architectural Controls, of the Declaration shall be amended by deleting Article VII in its entirety and replacing the same with the following:

Without first obtaining the written approval of the Board or its designee (which approvals may be granted or withheld in the exclusive discretion of the Board or it's designee).

No owner, occupant, lessee or lessor, or any other person may
 (1) make any encroachment onto the Common Elements or
 (2) make any exterior change, alteration or construction on the Lot or buildings that is visible from the exterior except those modifications that have been pre approved. All pre approved alterations or modifications will be documented in the Rules and Regulations document that is developed by the Board and may be updated or altered as needed.
 The Board will appoint an Architectural Control Committee (ACC) . The Rules and Regulations document will provide guidelines for the ACC to assist in decision making.

The Board and/or the ACC shall be the exclusive arbiter of any plans and withhold approval.

If it is in the best interest of the community, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or the ACC shall have the right, during reasonable hours, to enter upon any Lot to inspect any Lot and any improvements thereon for the purpose of ascertaining whether these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry.

In the event of said Board and/ or the ACC fails to approve or disapprove any such design and location within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed fully complied with.

An owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, and replacements for insurance to and on such change, modification, addition, or alteration and permits as needed.

In the event of destruction of a Unit, it will be rebuilt to the previous plans and specifications and approved in writing by the ACC. If the owner wishes to make additions or modifications to the previous plans, these must be approved by the board and/or the ACC.

Except as provided herein, all other terms and conditions of the Declaration shall remain in full force and effect.

In Witness Whereof, the undersigned has executed this Amendment under the seal as of the day and year written.

**ROBERT RAY WELLS, PRESIDENT HOA,
THE WILDES AT CHUNNS COVE**

Robert Ray Wells
By: Robert Ray Wells

State of North Carolina
County of Buncombe

I, Robert G. DeBrull, a Notary Public of the County of Buncombe and State aforesaid, certify that Robert Wells, personally came before me this day and acknowledged that he is the President of the Home Owners Association of, **THE WILDES OF CHUNN COVE**, a North Carolina Home Owners Association and that by authority duly given and as the act of that Association, the foregoing instrument was signed in its name by its President.

Witness by hand and official stamp or seal, this the 26th day of January, 2014.

Robert G. DeBrull
Notary Public

My Commission expires:

5/10/2015

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