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Doc ID: 016993590003 Type: CRP  
Recorded: 01/24/2006 at 08:58:52 AM  
Fee Amt: \$20.00 Page 1 of 3  
Workflow# 1997118  
Buncombe County, NC  
Otto W. DeBruhl Register of Deeds  
BK **4169** PG **1399-1401**

Prepared by and return to: Cogburn Goosmann Brazil & Rose, PA *Box 81*  
(05-0004 wkr/gfg/cm) *AL OH*  
State of North Carolina  
County of Buncombe

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

This First Amendment to Declaration of Covenants, Conditions and Restrictions for The Wildes at Chunn's Cove (herein "First Amendment") is made to be effective as of this the 16<sup>th</sup> day of January, 2006, by Chunn's View, LLC., a North Carolina limited liability company (herein "Developer") and The Wildes at Chunn's Cove Property Owners' Association, Inc., a North Carolina non-profit (herein "Association").

**Witnesseth:**

**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 Developer retains ownership of at least one Lot within the subdivision and the Developer Control Period is in effect; and

**That Whereas,** the Developer desires the modification and amendment to the Declaration as specifically hereinafter set forth; and

**Furthermore,** pursuant to N.C.G.S. 47F-3-121, **THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE POLITICAL SIGNS.**

**Now Therefore,** the Developer, 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. Article XI, Section 6 of the Declaration shall be amended by deleting the Section in its entirety and replacing the 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 or interior (if visible from the outside) 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 must be applied for and approved by the Association in accordance with Article VII of this Declaration; and (ii) signs offering the Unit for sale or rent or identifying contractor

and/or lender not exceeding three (3) square feet in size may be placed by the owner within a dwelling window. 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. However, this Section **SHALL** be construed to prohibit display of all political signs as permitted pursuant to N.C.G.S. 47F-3-121, by virtue of the statement written on the first page of this Amendment.

- 2. Article VI, Section 10 of the Declaration shall be amended by deleting the first paragraph in its entirety and replacing the same with the following

“If the assessment is not paid within thirty (30) days of its due date, the Board may, impose a late fee of the greater of: (i) twenty dollars (\$20.00) per month; or (ii) ten percent (10%) of any assessment installment unpaid.”

- 3. Article VI of the Declaration shall be amended to add the following Section 10A, immediately following Section 10:

10A. Assessment of Fines for Non-Compliance: In the event that any Owner shall fail to comply with the terms of the Declaration, Bylaws, Rules or other restrictions hereunder, the Association Board may notice such noncomplying Owner(s) of a hearing before an adjudicatory panel appointed by the Board, in accordance with N.C.G.S. 47F-3-107.1, and shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116.

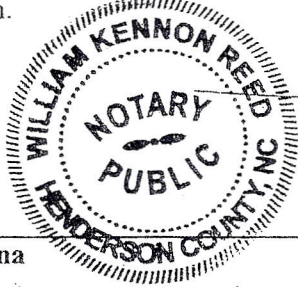
- 4. Article XII of the Declaration shall be amended to add the following paragraph immediately following the existing paragraph:

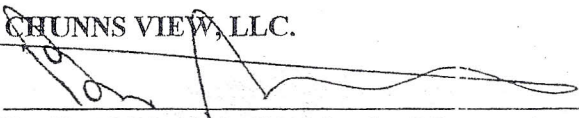
The Declarant reserves unto itself and the Association, the right to enter into a contract, on behalf of all Owners of property within the Subdivision, for the installation of utility connections and/or the installation of street lighting or other improvements to the Common Elements, any of which may require an initial payment and/or continuing payment to the applicable utility company by the Association or Owners of each Lot. The Declarant further reserves unto itself and the Association, the right to enter into Agreements and to grant easements with the local municipality for the installation and maintenance of storm drains, sewer connections and water service, any of which may require an initial payment and/or continuing payment by the Association or Owners of each Lot.

- 5. Exhibit A to the Declaration, “Bylaws of the Wildes at Chunns Cove Property Owners’ Association, Inc., A North Carolina Non-Profit Corporation” shall be amended by deleting and removing the Exhibit in its entirety. Hereafter, the Bylaws shall be maintained by the Association, and a current copy of the same shall be provided to any Owner upon request. It is understood and agreed that the Bylaws may be amended from time to time by the Association, and that such amendments shall not require recordation to be valid and enforceable hereunder.

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 first above written.

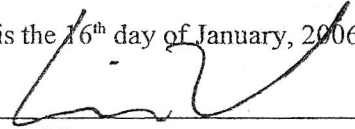


CHUNNS VIEW, LLC.  
  
By: Bruce M. Alexander, Member/Manager

State of North Carolina  
County of Buncombe

I, William Kennon Reed, a Notary Public of the County of Henderson and State aforesaid, certify that Bruce M. Alexander, personally came before me this day and acknowledged that he is Member/Manager of CHUNNS VIEW, LLC., a North Carolina limited liability company and that by authority duly given and as the act of the Company, the foregoing instrument was signed in its name by its Member/Manager.

Witness my hand and official stamp or seal, this the 16<sup>th</sup> day of January, 2006.

  
\_\_\_\_\_  
Notary Public

My Commission expires:  
3-29-2009

(Notary Seal)

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

The foregoing certificate of \_\_\_\_\_, Notary Public is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: \_\_\_\_\_, Deputy/Assistant Register of Deeds