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Oct 03 2005 at 12:33:44 PM
by: Susan Rector
Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF MADISON

**AMENDMENT TO DECLARATION
OF COVENANTS FOR DEERFIELD
MEADOWS SUBDIVISION**

THIS AMENDMENT TO DECLARATION, made and entered into this the 5th day of September 2004 by the undersigned, representing the owners of lots, tracts or parcels within the Deerfield Meadows subdivision located off Panther Branch Road in Madison County, North Carolina ("Subdivision").

WITNESSETH:

THAT WHEREAS, the undersigned are owners of lots, tracts or parcels (collectively "Lots") in the Subdivision as described in part in that certain Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 209, Page 791, Madison County Registry ("Original Covenants") and including the properties comprising the deed references shown on the below signature pages; and

WHEREAS, the undersigned are desirous of modifying and superseding the Original Covenants with the restrictions set forth in this document;

NOW THEREFORE, in exchange for the mutual covenants contained herein, the undersigned, by their execution of this Amendment to Declaration, do hereby declare that the following restrictions shall apply to and effect the use and enjoyment of their property as described on the signature pages hereinafter set forth.

Section 1. Single-family Residential Purposes; Principal Building; Leasing of dwelling. Except for home occupations as defined below, all Lots shall be used for single-family residential purposes only. No more than one principal building shall be permitted on any Lot. The leasing of a single-family dwelling on a Lot is permitted. An accessory structure such as a detached garage apartment may be leased for uses permitted in the Subdivision.

Section 2. Subdividing and Combination. No Lot shall be subdivided that results in a lot being less than five (5) acres in size. Lots existing as of the date of this Amendment which are

less than five (5) acres in size cannot be further subdivided. An existing Lot may be merged with an additional Lot or part thereof so as to create a Lot larger than the original Lot.

Section 3. Commercial/Industrial Use; Home Occupation. Except for home occupations as defined below, no commercial or industrial enterprise, undertaking or use is permitted within the Subdivision. Notwithstanding the above, a "home occupation" on a Lot is allowed. A "home occupation" is a use of a residence by an Owner-occupant wherein not more than 25% of the residence is dedicated to business use and there is no off-site traffic, noise or odor generated by the business.

Section 4. Minimum Floor Areas. Each single-family dwelling shall have a minimum floor area of one thousand (1,000) square feet of heated living space. This provision shall not affect those dwellings that exist as of the date of the recording of this Amendment that are less than 1,000 square feet of heated living space ("Nonconforming Dwelling"). In case of casualty such as fire that destroys a Nonconforming Dwelling, such structure may be rebuilt to the same size that existed prior to the casualty event.

Section 5. Duty to Maintain and Rebuild.

(a) Each Owner shall, at his sole cost and expense, maintain and repair his residence, keeping the same condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) Each Owner shall keep the grass on the lot properly cut, shall keep the lot free from trash, and shall keep it otherwise neat and attractive in appearance. This shall not be construed as requiring natural areas on a Lot to be mowed.

(c) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair or reconstruct such apparent condition existing immediately prior to the casualty. Alternatively, the Lot owner shall completely raze the residence and sod or seed the entire Lot until such time construction of a new residence is begun.

Section 6. Temporary Structures; Mobile Homes and Modular Homes. No structure of a temporary character shall be placed upon any portion of Deerfield Meadows at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any single family residence. Basements or partially complete single-family residences will be considered temporary and may not be inhabited. Except as hereinafter provided, mobile homes, trailers, recreational vehicles, and tents, may not be used as temporary or permanent residences or be permitted to remain on any portion of Deerfield Meadows after completion of construction thereon. Once construction of a single-family dwelling has commenced on a Lot, an Owner may use a mobile home as a temporary residence not to exceed one (1) year. The Board of the Association referenced below may grant extensions to this one (1) year duration in cases of practical hardship. Tents and recreational vehicles may be used on a Lot

for recreational purposes for a limited duration as determined by the Board of the Association referenced below.

Section 7. Prohibition on commercial logging and mining. No commercial cutting or logging of trees shall be permitted. No mining of property shall be allowed.

Section 8. Trash. No Lot shall be used or maintained as a dumping ground or disposal site for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and at all times stored inside of a garage or residence. This restriction shall not apply during the period of construction of a residence on the Lot or adjoining Lots, however, upon completion of construction the owner shall comply with all restrictions with respect to disposal of trash and maintenance of the Lot and property in a neat and attractive manner.

Section 9. Off-street Parking. Each Owner of a single-family residence on a Lot shall provide sufficient space for parking of any and all vehicles off the roadways for any of said Owner's vehicles or his guest's vehicles.

Section 10. Vehicles. The Board shall have the power to place any reasonable restrictions upon the use of roadways, including but not limited to the types and sizes of vehicles, including motor cycles, using the roads, the maximum and minimum speeds of vehicles, all other necessary traffic and parking regulations and the maximum noise level of vehicles.

Section 11. Vehicle Storage. Once a single-family dwelling is constructed, any recreational vehicles, boats, motor homes, campers and the like must be parked in an area screened from view.

Section 12. Nuisances. No obnoxious or offensive activity shall be carried on upon any portions of the Subdivision nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner of a Lot, tenant or guest thereof in any area of the Subdivision thereby diminishing the enjoyment of other Lots by their owners. No hazardous or toxic substances or wastes as defined by applicable law shall be dumped within the Subdivision. No plant, animal, device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of any portion of the Subdivision by the Lot owners, tenants, and guests thereof, may be maintained.

Section 13. Animals. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes.

Section 14. Wildlife Management Area. The Subdivision has been designated by the State of North Carolina as a Wildlife Management Area and each Lot owner agrees to abide by the rules and regulations pertaining to such designation, including, but not limited to, obtaining written permission from a landowner prior to hunting on his or her property.

Section 15. Wells and Septic Systems. Wells, septic tanks, drain and repair fields constructed on a Lot must comply with all applicable State and local regulations.

Section 16. Enforcement.

(a) All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them.

(b) Enforcement of these covenants and restrictions shall be by any proceeding at law or equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages by any appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. The remedies given herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of the Association referred to below or any member thereof to exercise any or all of the others or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bear or affect its enforcement. Any person entitled to file a legal action for violation of these covenants shall be entitled as part of any judgment in favor of the filing party to recover reasonable attorney's fees as a part of such action.

Section 17. Deerfield Meadows Property Owners Association, Inc.; Road Maintenance and Assessments.

a. Membership in the Association. Every Owner of a Lot in the Subdivision shall be a member of the Deerfield Meadows Property Owners Association, Inc. ("Association") and bound by this Amended Declaration (and any lawful amendments thereto), the Articles of Incorporation of the Association and its Bylaws and rules and regulations as hereafter promulgated. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

b. Powers of the Association. The Association shall have such powers as are enumerated in this Amended Declaration, its Articles of Incorporation, its Bylaws or as otherwise provided by law.

c. Creation of the Lien and Personal Obligation Assessments. Each and every Owner of a Lot by acceptance of a deed therefore, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided or as stated in the Bylaws. All such annual and special assessments, together with interest, costs and reasonable attorney's fees for the collection thereof shall be a charge and lien upon a Lot and its improvements. The amount owed shall be a continuing lien upon the applicable property against which such assessment is made, prior to all other liens

except only (i) real estate taxes and other governmental assessments or charges against the Lot and (ii) liens and encumbrances recorded before the recordation of the Declaration.

Each such assessment, together with interest, costs, and reasonable attorney's fees for the collection thereof, shall also be a personal financial obligation of the person, or persons, who was, or were, the Lot owner or owners at the time when the assessments became due. The personal financial obligation for delinquent assessments shall not pass to successors in title to any such Lot unless expressly assumed by such purchaser: PROVIDED, HOWEVER, the same shall be and remain a charge and lien upon any such Lot and improvements until paid or otherwise satisfied except as may herein otherwise be provided.

d. **Purpose of Assessments.** The assessments levied by the Association shall be used for the purposes in keeping with a nonprofit corporation as set forth in the Association's Articles of Incorporation. Specifically, the assessments shall be used to promote the health, safety and welfare of the Owners and residents of Deerfield Meadows and for the improvements, maintenance and repair of the Common Elements as hereinafter defined, and easements appurtenant thereto, for the protection of the community from pollution or erosion; for the enforcement of these covenants; the provision of reserve funds, the employment of attorneys, accountants, and other professionals to represent the Association, when necessary, and for payment of local taxes, insurance and special governmental assessments on or to the Common Elements together with payment of services, if any, provided to the residents by the Association.

e. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in accordance with its Bylaws, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including, but not limited to, fixtures and personal property (such as road signs) related thereto and to pay special governmental assessments.

f. **Rate of Assessment.** The determination of the total amount of Common Expenses for any given fiscal year of the Association shall be within the sole discretion of the Board of Directors of the Association. The Board shall allocate assessments for Common Expenses in such amounts to be fixed from year to year and the Board may establish different rates for various general classifications of lots according to the use and location of said lots. The Board may allocate assessments for Common Expenses based, at least, in part on whether a Lot is improved or unimproved. It is within the Board's discretion to determine what assessment is warranted in cases where a Lot is combined or subdivided.

g. **Effect of Nonpayment of Assessments.** Any assessments which are not paid when due as determined by this Declaration and the Board shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against his property, and interest, costs and reasonable attorney's fees of any such action for collection

thereof shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges and liens as a debt and to enforce the aforesaid charge and lien by methods available for the enforcement of such liens. The available enforcement remedies include, but are not limited to, those rights stated under the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all members of the Association. The Association, acting on behalf of its members, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient. No owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Lot. The Board of the Association is also authorized, in the name of the Association and on behalf of each Lot owner in the Subdivision, to prosecute a legal action to collect reasonable charges for the maintenance, repair and improvement of the roads within the Subdivision from non-members of the Association who use said roads as access to their properties.

After notice and opportunity to be heard, the Association may restrict the use of Common Elements (not including rights of access to Lots) by a Lot owner who is delinquent in paying assessments.

The remedies given herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of the Association to exercise any or all of the others or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bear or affect its enforcement.

h. Association Responsibility of Maintenance/Repair/Improvement. The Association and its members shall be responsible for the maintenance, repair and improvement of all Common Elements as hereinafter defined.

i. Reserve Funds, Operating Expense Surplus and Surplus Funds. The Board shall have the right, but not the obligation, within its sole discretion, to impose assessments on Lot owners for the maintenance of reserve funds or operating expense surpluses. The Association, within its sole discretion, may apply surplus funds to any purpose of a non-profit corporation or may credit such funds to its members as provided for in North Carolina General Statutes §47F-3-114.

j. Road dedication; Common Elements or Areas. Any and all roads now or hereafter shown on any recorded plat for the Subdivision are private roads dedicated to the exclusive use of the property owners within Deerfield Meadows. All roads within the Subdivision that provide access to more than Lot shall be maintained as Common Elements by the Association at such qualitative levels as deemed necessary by the Board of the Association. Said maintenance responsibilities may include (in the Board's sole discretion) constructing, reconstructing, graveling, regaveling, paving,

ditching, stormwater control, striping, and snow removal. The Board has the authority to accept any other properties as Common Elements for the benefit of the members of the Association, which Common Elements shall be represented as such on a recorded plat.

Section 18. Amendment. This Declaration may be amended at any time by the consent of a majority of the members entitled to vote in the Association as provided for in the Bylaws of the Association. This consent may be reflected in the minutes of the Association at any duly called meeting. In the event a majority vote consenting to an amendment to this Declaration is reached at a duly called meeting of the Association, the Secretary of the Association shall be authorized to execute any amendments to this Declaration and record same in the County registry.

IN WITNESS WHEREOF, the parties hereto have caused the due execution of this Amendment to Declaration this the day and year first above written. LO# 7

Margaret Sease (SEAL)
SIGNATURE OF VOTING MEMBER

MARGARET SEASE 250/205
Print Name and Deed Book and Page Number

Marilyn C. Green (SEAL)
SIGNATURE OF VOTING MEMBER

Marilyn C. Green 285/196
Print Name and Deed Book and Page Number

Gweneeth Conklin (SEAL)
SIGNATURE OF VOTING MEMBER

Gweneeth Conklin 215/667
Print Name and Deed Book and Page Number

Merrill Miller (SEAL)
SIGNATURE OF VOTING MEMBER

Merrill Miller
Print Name and Deed Book and Page Number

James R. Werten (SEAL)
SIGNATURE OF VOTING MEMBER

JAMES R WERTMAN 212/731
Print Name and Deed Book and Page Number

Daniel B Sease (SEAL)
SIGNATURE OF VOTING MEMBER

DANIEL B SEASE 221/286
Print Name and Deed Book and Page Number

Barry W Boyd (SEAL)
SIGNATURE OF VOTING MEMBER

BARRY W BOYD 266-796
Print Name and Deed Book and Page Number

John N. Sease (SEAL)
SIGNATURE OF VOTING MEMBER

John N. Sease 279/24
Print Name and Deed Book and Page Number

M. & Mrs. Jeffrey S. Golder (SEAL)
SIGNATURE OF VOTING MEMBER

Jeffrey S + Brenda K. Golder
Print Name and Deed Book and Page Number

James R. Smith Jr (SEAL)
SIGNATURE OF VOTING MEMBER

JAMES R SMITH JR 194/285
Print Name and Deed Book and Page Number

Richard L. Smith (SEAL)
SIGNATURE OF VOTING MEMBER
Richard L. Smith and Gloria F. Smith 250-209

Print Name and Deed Book and Page Number

____ (SEAL)
SIGNATURE OF VOTING MEMBER

Print Name and Deed Book and Page Number

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SIGNATURE OF VOTING MEMBER

Print Name and Deed Book and Page Number

State of North Carolina
County of Madison

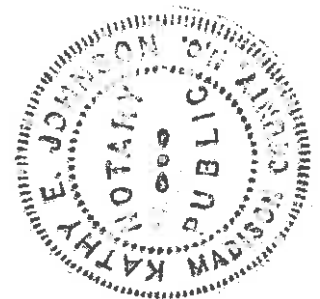
I, Kathy E. Johnson, a Notary Public of the State and County
aforesaid, do hereby certify that Margaret Sease, Daniel B. Sease,
Marilyn C. Green, Barry W. Boyd, Gweeneth Conklin, John
N. Sease, Merrill Miller, Jeffrey S + Brenda K. Golden,
James R. Wertman, James R. Smith, Jr, Richard L. Smith

personally appeared before me and acknowledged the due execution of the foregoing instrument.

This the 5th day of September, 2004

My Commission Expires: 12-22-07

Kathy E. Johnson
Notary Public Seal or Stamp



graveling, regravelling, paving, ditching, stormwater control, striping, and snow removal. The Board has the authority to accept any other properties as Common Elements for the benefit of the members of the Association, which Common Elements shall be represented as such on a recorded plat. 18

Section 18. Amendment. This Declaration may be amended at any time by the consent of a majority of the members entitled to vote in the Association as provided for in the Bylaws of the Association. This consent may be reflected in the minutes of the Association at any duly called meeting. In the event a majority vote consenting to an amendment to this Declaration is reached at a duly called meeting of the Association, the Secretary of the Association shall be authorized to execute any amendments to this Declaration and record same in the County registry.

IN WITNESS WHEREOF, the parties hereto have caused the due execution of this Amendment to Declaration this the day and year first above written.

[Signature] (SEAL)
SIGNATURE OF VOTING MEMBER

JAMES W CORE Book 181 Pg 450
Print Name and Deed Book and Page Number

Salina K. Core (SEAL)
SIGNATURE OF VOTING MEMBER

Salina K. Core Book 181 Pg 450
Print Name and Deed Book and Page Number

State of North Carolina
County of Madison

I, Laura Burnham, a Notary Public of the State and County aforesaid,
do hereby certify that James W. Core and Salina K. Core

personally appeared before me and acknowledged the due execution of the foregoing instrument.

This the 5 day of November, 2004

My Commission Expires: _____



Laura Burnham, Notary Public
Champaign County, State of Ohio
My Commission expires 4-4-07

Laura Burnham
Notary Public Seal or Stamp

graveling, regravelling, paving, ditching, stormwater control, striping, and snow removal. The Board has the authority to accept any other properties as Common Elements for the benefit of the members of the Association, which Common Elements shall be represented as such on a recorded plat. 11

Section 18. Amendment. This Declaration may be amended at any time by the consent of a majority of the members entitled to vote in the Association as provided for in the Bylaws of the Association. This consent may be reflected in the minutes of the Association at any duly called meeting. In the event a majority vote consenting to an amendment to this Declaration is reached at a duly called meeting of the Association, the Secretary of the Association shall be authorized to execute any amendments to this Declaration and record same in the County registry.

IN WITNESS WHEREOF, the parties hereto have caused the due execution of this Amendment to Declaration this the day and year first above written.

Harold J. Jordan (SEAL)
SIGNATURE OF VOTING MEMBER

Book 101, Pg 695
Print Name and Deed Book and Page Number

Clarence Ann Jordan (SEAL)
SIGNATURE OF VOTING MEMBER

Print Name and Deed Book and Page Number

State of ~~North Carolina~~ SOUTH CAROLINA
County of ~~Madison~~ LEXINGTON

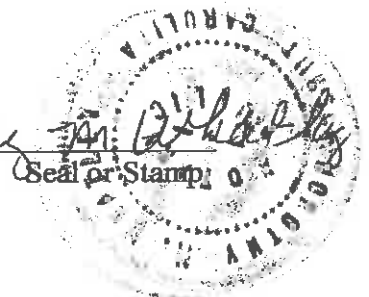
I, Dorothy M. Watkey, a Notary Public of the State and County aforesaid,
do hereby certify that Harold J. Jordan and
Clarence Ann Jordan, personally appeared before me and acknowledged the due
execution of the foregoing instrument.

This the 3rd day of March, 2005

My Commission Expires: _____

My Commission Expires March 12, 2014

Dorothy M. Watkey
Notary Public



graveling, regravelling, paving, ditching, stormwater control, striping, and snow removal. The Board has the authority to accept any other properties as Common Elements for the benefit of the members of the Association, which Common Elements shall be represented as such on a recorded plat.

Section 18. Amendment. This Declaration may be amended at any time by the consent of a majority of the members entitled to vote in the Association as provided for in the Bylaws of the Association. This consent may be reflected in the minutes of the Association at any duly called meeting. In the event a majority vote consenting to an amendment to this Declaration is reached at a duly called meeting of the Association, the Secretary of the Association shall be authorized to execute any amendments to this Declaration and record same in the County registry.

IN WITNESS WHEREOF, the parties hereto have caused the due execution of this Amendment to Declaration this the day and year first above written.

Elizabeth S. Akers (SEAL)
SIGNATURE OF VOTING MEMBER

____ (SEAL)
SIGNATURE OF VOTING MEMBER

Elizabeth S. Akers, BK # 257 pg. # 49
Print Name and Deed Book and Page Number

Print Name and Deed Book and Page Number

State of North Carolina
County of Madison

I, Lynn C. Gibson, a Notary Public of the State and County aforesaid,
do hereby certify that Elizabeth S. Akers

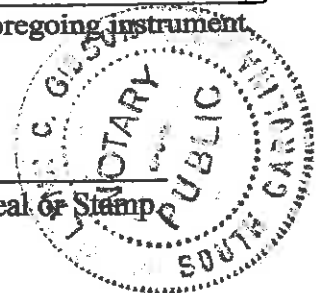
personally appeared before me and acknowledged the due execution of the foregoing instrument.

This the 8th day of December, 2004

My Commission Expires: _____
My Commission Expires March 26, 2008

Lynn C. Gibson
Notary Public

Seal or Stamp



the Association. This consent may be reflected in the minutes of the Association at any duly called meeting. In the event a majority vote consenting to an amendment to this Declaration is reached at a duly called meeting of the Association, the Secretary of the Association shall be authorized to execute any amendments to this Declaration and record same in the County registry.

IN WITNESS WHEREOF, the parties hereto have caused the due execution of this Amendment to Declaration this the day and year first above written.

Jerry B Tullis, Jr (SEAL)
SIGNATURE OF VOTING MEMBER

____ (SEAL)
SIGNATURE OF VOTING MEMBER

Jerry B Tullis, Jr DB 272 / p 420
Print Name and Deed Book and Page Number

Print Name and Deed Book and Page Number

State of North Carolina
County of Madison

I, Harlee L. Skelton, a Notary Public of the State and County aforesaid,
do hereby certify that Jerry B. Tullis, Jr.

____, personally appeared before me and acknowledged the due execution of the foregoing instrument.

This the 20th day of November, 2004

My Commission Expires: 8/3/08

Harlee L. Skelton
Notary Public

Seal or Stamp

