

PINE MOUNTAIN LAKES
SECOND AMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS

DECLARANTS:

- (1) SOUTH MOUNTAIN PROPERTIES, INC.
- (2) PINE MOUNTAIN LAKES PROPERTY OWNERS ASSOCIATION, INC.
- (3) VILLAGE COMMONS ASSOCIATION, INC.

BENEFICIARIES: Owners of Real Estate Located In An Area
To Be Developed and Known as PINE MOUNTAIN LAKES.

This Pine Mountain Lakes Second Amendments to Declaration of Covenants and Restrictions made this 21 day of June, 1973, by South Mountain Properties, Inc., a corporation organized and existing under the laws of the State of North Carolina (hereinafter called Developer); Pine Mountain Lakes Property Owners Association, Inc., a non-profit corporation organized and existent under the laws of the State of North Carolina (hereinafter called Association); and Village Commons Association, Inc., a non-profit corporation organized and existent under the laws of the State of North Carolina (hereinafter called Commons);

WITNESSETH:

Declarants have heretofore made Pine Mountain Lakes Declaration of Covenants and Restrictions under date of April 26, 1973, and heretofore recorded on the same date, in Book 430, page 278, and Pine Mountain Lakes Amendments to Declaration of Covenants and Restrictions dated and recorded June 1, 1973, in Book 433, page 421; office of the Register of Deeds of Burke County, North Carolina; none of the subdivided properties subject to said Pine

Mountain Lakes Declaration of Covenants and Restrictions and Amendments thereto has been sold or conveyed and Developer remains the owner of all said properties; these Declarants have determined that various changes, modifications, and amendments should be made and entered of record with respect to said Pine Mountain Lakes Declaration of Covenants and Restrictions, and that said Amendments thereto should be declared void and of no effect;

Now, therefore, South Mountain Properties, Inc., Pine Mountain Lakes Property Owners Association, Inc., and Village Commons Association, Inc. do hereby declare that the aforesaid Pine Mountain Lakes Declaration of Covenants and Restrictions shall be, and the same hereby is, amended and modified in the following particular respects, and that the above said Pine Mountain Lakes Amendments to Declaration of Covenants and Restrictions shall be, and the same hereby is, declared void and of no effect:

FIRST AMENDMENTS

(RE: INTRODUCTION)

Section 1. Declaration; Incorporation by Reference:

When used herein or when used in Pine Mountain Lakes Declaration of Covenants and Restrictions heretofore recorded in Book 430, page 278, office of the Register of Deeds of Burke County, North Carolina, the word, "Declaration", shall mean the aforesaid Pine Mountain Lakes Declaration of Covenants and Restrictions as modified and changed by the within Second Amendments to Pine Mountain Lakes Declaration of Covenants and Restrictions.

Section II. Further Maps:

That certain property described and lying within the bounds of the following additional Maps recorded in the office of the Register of Deeds of Burke County, North Carolina, shall be subject to the Declaration:

<u>Book of Maps</u>	<u>Page</u>	<u>Date Recorded</u>
6	65	June 1, 1973 ✓
6	66	June 1, 1973
6	67	June 1, 1973
6	68	June 1, 1973

SECOND AMENDMENTS

(RE: PART ONE)

Section I. General Declaration:

PART ONE, Article I (2) is amended by adding thereto the following:

- (f) Assuming fee title to Village Commons properties subject to the further reservations and limitations of the Declaration.

Section II. Definitions:

PART ONE, Article II is amended by substituting the definitions hereinafter set forth for the definitions of the respective words and terms hereinafter stated:

(1) Declaration (Amending PART ONE, Article II (6)):

The Pine Mountain Lakes Declaration of Covenants and Restrictions and the Amendments to Pine Mountain Lakes Declaration of Covenants and Restrictions;

(2) Common Area; Commons Properties; Greenways: (Amending PART ONE, Article II (8)):

Delete the following:

"(e) Lake"

(3) Village [Amending PART ONE, Article II (20)]:

A tract lying within the boundaries of the PML Properties' and denominated upon a descriptive recorded map as a named Village within the boundaries of which Country House Unit Sites shall be platted and described;

(4) Village Commons [Amending PART ONE, Article II (23)]:

All of the real property located within the boundaries of the Village and not encompassed within the boundaries of Country House Unit Sites situate therein, the same being dedicated to

Village Commons Association, Inc. for the use, benefit, and enjoyment of owners of Country House Unit Sites within the Village and being inclusive of any Country House Unit Sites within the Village which Developer might dedicate as a part of the Village Commons;

(5) Village Interest [Amending PART ONE, Article II(24)] :

A Country House Unit Site together with a right of use and enjoyment in the Village Commons;

(6) Certificate of Ownership [Amending PART ONE, Article II (32)]:

A written document, in recordable form, running from the Developer, as Grantor, to a purchaser, as Grantee, wherein it is duly evidenced and recited that the purchaser is the lawful owner of the fee title in and to a Country House Unit Site not yet conveyed to him, which document shall be delivered to the purchaser of a Country House Unit Site after he satisfies payment of the purchase price thereof and prior to delivery of a deed conveying a specific Country House Unit Site to him.

Section III.—Reservation of Utility and Service Easements:

PART ONE, Article VI, Section 1 (3) is amended by deleting therefrom the word "submerged" and making said sub-section read as follows:

(3) a twenty (20) foot strip of land immediately adjacent to the high water lines or embankments of all lakes and open water courses and streams, whether or not within Lot lines, together with the right and easement to enter upon the same for purposes of dredging or removing accretions from such lakes, water courses or streams.

THIRD AMENDMENTS

(RE: PART FIVE)

PART FIVE, Article III, is amended by deleting the same in its entirety and substituting, in lieu thereof, the following:

ARTICLE III

DEDICATION OF VILLAGE COMMONS: PROTECTIVE
AND RESTRICTIVE COVENANTS APPLICABLE ONLY TO
VILLAGES:

The Dedication of Village Commons and the Protective and Restrictive Covenants and Conditions set forth in this Article III, (hereinafter called "Village Restrictions") shall apply only to Villages [as defined in PART ONE, Article II (20)] and to Country Houses [as defined in PART ONE, Article II (21-A)], and to the Village Commons [as defined in PART ONE, Article II (23)]. These Village Restrictions shall be construed and applied as complementary and in conjunction with the General Covenants and Restrictions set forth in Article I of this PART FIVE;

Section 1. Dedication of Village Commons: As to each Village described by recorded Map, all of that certain real estate, exclusive of road and street rights-of-way, located within the boundary of the Village and not encompassed within the boundaries of the collective Country House Unit Sites located therein shall be known as the Village Commons of that Village. The Village Commons of a Village shall further include any one or more Country House Unit Sites that Developer might subsequently convey or dedicate to the Commons for that purpose; in such event, such one or more Country House Unit Sites shall be free and clear of the covenants, restrictions, limitations, reservations, and terms of the Declaration relating to Country House Unit Sites.

Developer does hereby dedicate to the Commons and the Commons does hereby accept the ownership of the fee interest in and to all PML Properties which is or shall be or become the Village Commons of any and all named Villages subject to the Declaration or any Supplemental Declaration. This dedication and acceptance is subject to (a) the reservations of easements in, over, under and upon the Village Commons properties as set

forth in PART ONE, Article VI, and as might appear elsewhere in the Declaration, and, (b) the limitation and restriction that the Village Commons of each Village shall be devoted to and utilized for the common and non-exclusive right of enjoyment by the holders of a fee title to the Country House Unit Sites located in that Village; provided, however, that the Commons shall have the right to designate portions of the respective Village Commons properties for use as driveways, pathways, parking areas, and other purposes serving Country House Unit Sites in that Village and to construct or install upon the respective Village Commons properties such improvements or amenities as it might deem suitable or appropriate for the common use and enjoyment of the holders of fee title to Country House Unit Sites in that Village.

Section 2. Single Family Country House; Definitions and Application of Village Restrictions:

Unless indicated to the contrary upon the face of any recorded subdivision Map of PML Properties identified as a Village, a Country House which shall be constructed upon any one Country House Unit Site shall be a Single Family Attached Dwelling as defined in PART ONE, Article II (36) and these Village Restrictions shall apply thereto.

Section 3. Village Restrictions:

(A) Severance or Partition of Village Interest:

No Country House Unit Site may be resubdivided nor may the fee interest in a Village Commons be partitioned and divided;

(B) Exclusive Enjoyment: (Amending Section 3(B) :

Each owner of a Village Interest shall, subject to the limitations specified in PART ONE, Article V, Section 4, in Section 1 of this Article III, and in paragraph (J) of this Section 3, have a mutual and non-exclusive right of use and enjoyment of the Village Commons within the Village in which such

owner owns a Country House Unit Site; the right of use and enjoyment thereof shall extend only to such owners and their invited guests, households, and to their delegees properly qualified pursuant to PART TWO, Article IV, Section 4, when construed as if applicable only to a Village Interest, and shall be to the exclusion of owners of any other PML Properties, excepting the Developer.

(C) Reservation of Easements:

A Village Commons shall be subject to all rights, easements, and reservations set forth in any preceding PART of this Declaration;

(D) Common Unit Walls:

The side walls of a Country House shall extend to and be situate at or upon the side lines of the Country House Unit Site upon which the same shall be constructed and, to the extent that any such side wall shall be adjacent to or contiguous with one or more other Country Houses, or shall form a common structural wall with one or more other adjacent and contiguous Country Houses, said side wall or side walls, whichever shall be applicable, shall constitute a Common Unit Wall, [the same being generally defined in PART ONE, Article II (27)];

Each owner of a Country House having one or more Common Unit Walls shall own to the center of said wall, whether or not said wall shall lie equally upon either side of the sideline upon or at which the same is situate; and each said Owner shall have and own an easement of support in and to that part of the Common Unit Wall most remote from the interior of that portion of his Country House side wall which forms a part of said Common Unit Wall. In the event a Common Unit Wall does not lie equally upon either side of the side line upon or at which the same is situate, the Owner of the Country House Unit Site upon which the lesser portion of the width of said Common Unit Wall is situate shall have an easement of support in, to and over that portion of the adjacent Country House Unit Site extending from the common sidelines to the center of said Common Unit Wall;

(E) Construction Limitations: No Country House shall be built and constructed upon any Country House Unit Site except in accordance with plans and specifications provided by Developer and/or the Association Committee, with such changes or modifications as may be approved by the Committee.

(F) Ownership of Village Interests; How Determined:
Each holder of the fee title to a Country House Unit Site shall, subject to the limitations and reservations recited in paragraph (B) of this Section 3, have a right of use and enjoyment in and to the Village Commons of the Village in which his Country House Unit Site is situate. The total property interest of such owner, consisting of fee title to a Country House Unit Site and the right of use and enjoyment of the Village Commons, shall constitute a singular Village Interest.

(G) Rules and Regulations: The use and enjoyment of the Village Commons shall be subject to such rules and regulations as shall be from time to time adopted by the Commons and by the Village Division having jurisdiction over the singular Village to which its rules and regulations might apply;

(H) Improvements: Except as shall be approved by the Commons Committee, no improvements other than Country Houses meeting the requirements of (E) above, installations by the Commons pursuant to Section 1 of this Article III, and pathways, and ways of access and parking areas serving Country Houses shall be constructed or placed upon any part or portion of a Village.

(I) Alteration of Appearance: The exterior appearance of a Country House shall not be altered or changed in any manner without written approval of such alteration or change given by the Commons Committee.

(J) Driveway, Parking Areas; Pathways:

Each owner of a Country House Unit Site shall have a perpetual right-of-way and easement in, over, and across the Village Commons comprising a part of the Village in which his Country House Unit Site is located with respect to the pathways and motor vehicle driveway and parking area providing access and service to his Country House Unit Site. The location and area to be utilized by the same shall be designated, approved, and constructed by the Commons and a pro-rata share of the cost of construction of the same may be charged against the Village Interest of the Owner as a Commons special assessment.

FOURTH AMENDMENTS

PART SIX, shall be, and the same hereby is, deleted in its entirety.

FIFTH AMENDMENTS

PART SEVEN shall be renumbered as PART SIX and Article II, Section 3, thereof amended to read as follows:

Section 3. Duration and Effect of Declaration:

This Declaration and all of the terms, provisions, conditions, covenants, warranties, limitations, and applications of each and every PART thereof shall constitute a covenant running with the land subject thereto, whether by this original Declaration or a Supplemental Declaration incorporating the same by reference. This Declaration shall exist and shall be fully binding upon said lands and all parties claiming an interest therein during the Development Period and shall continue in effect thereafter unless and until two-thirds in number of the then record Owners of Units of PML Properties or other designated parcels of PML Property subject to this Declaration or any Supplemental Declaration shall execute an appropriate written document agreeing to a change, modification, or termination of all or any portion of the Declaration and said written document shall

be duly probated and recorded in the office of the Register of Deeds of Burke County, North Carolina, and in the office of the Register of Deeds of any adjoining County in which a portion of the properties thereby affected might be located.

To the extent not changed, modified, or amended by these Second Amendments to Pine Mountain Lakes Declaration of Covenants and Restrictions, the Pine Mountain Lakes Declaration of Covenants and Restrictions heretofore recorded in Book 430, page 278, office of the Register of Deeds of Burke County, North Carolina, are fully ratified, confirmed, and incorporated herein by reference.

IN WITNESS WHEREOF, these Second Amendments to Pine Mountain Lakes Declaration of Covenants and Restrictions have been duly executed by the undersigned officers of the Declarants, this
21 day of June, 1973.

SOUTH MOUNTAIN PROPERTIES, INC.

(Corporate Seal)

Attest:

J. M. Starnes

Assistant Secretary

By:

Roger M. Kersy

Vice President

PINE MOUNTAIN LAKES PROPERTY OWNERS ASSOCIATION, INC.

(Corporate Seal)

Attest:

J. M. Starnes

Assistant Secretary

By:

Roger M. Kersy

President

VILLAGE COMMONS ASSOCIATION, INC.

(Corporate Seal)

Attest:

J. M. Starnes

Assistant Secretary

By:

Roger M. Kersy

President

NORTH CAROLINA - BURKE COUNTY

This the 21st day of June, 1973, personally came before me, ROGER P. HUSSEY who, being by me duly sworn, says that he is the Vice President of SOUTH MOUNTAIN PROPERTIES, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that said writing was signed and sealed by him, in behalf of said corporation and attested by its Assistant Secretary, by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this day.

Helen G. Clarke
NOTARY PUBLIC

My commission expires: 8/2/75

NORTH CAROLINA - BURKE COUNTY

This the 21st day of June, 1973, personally came before me, ROGER P. HUSSEY who, being by me duly sworn, says that he is the President of PINE MOUNTAIN LAKES PROPERTY OWNERS ASSOCIATION, INC. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that said writing was signed and sealed by him, in behalf of said corporation and attested by its Assistant Secretary, by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this day.

Helen G. Clarke
NOTARY PUBLIC

My commission expires: 8/2/75

NORTH CAROLINA - BURKE COUNTY

This the 21st day of June, 1973, personally came before me, ROGER P. HUSSEY who, being by me duly sworn, says that he is the President of VILLAGE COMMONS ASSOCIATION, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that said writing was signed and sealed by him, in behalf of said corporation and attested by its Assistant Secretary, by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this day.

Helen G. Clarke
NOTARY PUBLIC

My commission expires: 8/2/75

FILED FOR REGISTRATION 21 DAY OF
June 19 73 AT 4:15
O'CLOCK P M, AND REGISTERED IN
THE OFFICE OF THE REGISTER OF DEEDS
FOR BURKE COUNTY IN BOOK 438
PAGE 144 THIS 21 DAY OF
June 19 73
Roger P. Hussey
REGISTER OF DEEDS, BURKE COUNTY

STATE OF NORTH CAROLINA - BURKE COUNTY

The foregoing certificate of Helen G. Clarke

....., N. P. of said County is adjudged
to be correct. Let the instrument with its certificates, be regis-

tered. This 21 day of June 19 73
James Anderson, Register of Deeds

LAW OFFICES OF
PATTON, STARNES
& THOMPSON
WACHOVIA BANK BUILDING
P. O. DRAWER 829
MORGANTON, N. C. 28655