



Doc ID: 028356680004 Type: CRP
Recorded: 05/12/2015 at 03:21:59 PM
Fee Amt: \$26.00 Page 1 of 4
Workflow# 0000280506-0001
Buncombe County, NC
Drew Reisinger Register of Deeds

BK **5313** PG **385-388**

Prepared by and return to: The Van Winkle Law Firm (LPT), P.O. Box 7376, Asheville, NC 28802-7376 (Box #55)

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE
COVENANTS FOR ROSY HILLS SUBDIVISION**

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR ROSY HILLS SUBDIVISION is made and entered into this the 7th day of May, 2015 by **ROSY HILLS HOMEOWNERS ASSOCIATION**, a North Carolina non-profit corporation.

WITNESSETH:

WHEREAS, the Association is the property owners association described in that Declaration recorded in Book 3061, Page 531, Buncombe County Registry, and any and all amendments and supplements thereto (as amended or supplemented, the "Declaration"); and

WHEREAS, in accordance with Section 15 of the Declaration, the Declaration may be amended by the vote of the owners of three fourths (3/4) of the lots.

WHEREAS, at a duly called meeting of the Association with a quorum present in person or by proxy, held on May 2, 2015, seventy-five percent (75%) of those members of the owners of lots within Rosy Hills voted, in person or by proxy, to approve the recording of this Amendment.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. The first sentence of Section 1 of the Declaration beginning with "The Property shall be used for" is deleted in its entirety and hereby replaced with the following sentences:

“Except as expressly permitted by this Declaration, each Lot shall be used for Single-Family Residential purposes only. “Single-Family” shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption or having a guardian/ward relationship created by decree of a Court of competent jurisdiction, or a group of not more than two (2) persons not all so related, who maintain a common household in a Dwelling or who are substantively structured like an integrated family unit.”

2. The first paragraph of Section 4 of the Declaration beginning with “No building” is deleted in its entirety and hereby replaced with the following:

“No building, Dwelling, entry signs, mail boxes, fences, house numbers, or driveway shall be erected, placed or altered on any lot until the plans and location of same have been approved in writing by the Association. All such plans submitted for approval must show the location of all buildings or driveways to be placed, erected or altered on said lot. In no event shall the Developer be required to obtain approval by the Homeowners’ Association of any plans and specification for improvements on any lot owned by the Developer.

Only one Primary Dwelling shall be constructed on a Lot. “Dwelling” shall mean and include, but shall not be limited to, both the main portion of a structure built for permanent occupancy and all projections from or extensions thereof, including, but not limited to, swimming pools, patios, garages, outside platforms, canopies, decks, porches and outbuildings whether or not attached to the main structure built for permanent occupancy. A “guesthouse” shall not be considered part of the Primary Dwelling, but shall be classified as a Secondary Dwelling for purposes of this Declaration.

A Primary Dwelling must have at least 1,500 sq. ft. of heated, finished living space on the main floor, and must have a total of at least 2,000 sq. ft. of heated, finished living space.

Subject to plan approval as described above, a Secondary Dwelling is allowed on a Lot so long as its i) heated, finished square footage is less than that of the Primary Dwelling, ii) the materials and architectural design of the Secondary Dwelling are substantially similar to the Primary Dwelling, iii) the Secondary Dwelling is never sold separate and apart from the Primary Dwelling without prior written consent of the Association, and (iv) if a Secondary Dwelling is occupied for 30 nights or more during any fiscal year and if the Lot upon which the Secondary Dwelling uses Flora Rose Trail for access, then the Lot Owner shall be responsible for an increased assessment for the additional use of Flora Rose Trail, based on the following formula: *assessment amount for that Lot + ((nights rented /365) x (assessment amount for that lot x .75)).*

Only one other non-dwelling building (such as a storage shed, outbuilding, workshop, barn, detached garage, or pool house) in addition to a Primary

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Dwelling and/or Secondary Dwelling, may be located on a Lot.”

3. A new paragraph 18 is hereby added as follows:

“18. Leases and Rentals: Lease or rental of a Primary Dwelling and/or a Secondary Dwelling is permitted, even if to unrelated parties that would cause the Lot to be occupied more than a Single-Family as described above, provided that: any lease (a) is for not less than sixty (60) days unless, for good cause shown, the Board permits, in writing, a shorter term; (b) is for the entire Primary Dwelling, or the entire Second Dwelling, as the case may be; (c) the entire Primary Dwelling and the entire Secondary Dwelling are each occupied by only a Single-Family; and (d) is otherwise in compliance with Rules and Regulations as may be promulgated and published from time to time by the Board.

All leases or rental agreements shall be in writing and a copy thereof shall be provided to the Board. Any Occupant will in all respects be subject to the terms and conditions of this Declaration and the Rules and Regulations adopted hereunder.

4. Except as herein amended, the remaining provisions of the Declaration shall remain in full force and effect.

This the day and year first above written.

ROSY HILLS HOMEOWNERS ASSOCIATION

By: Steve Vidal
Steve Vidal, President

STATE OF North Carolina
COUNTY OF Buncombe

I certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Steve Vidal, as President of the ROSY HILLS HOMEOWNERS ASSOCIATION

Date: 5/7/2015

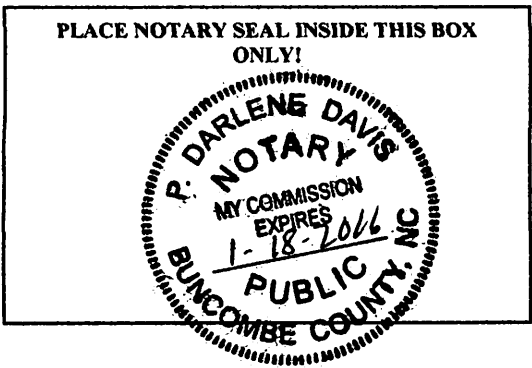
P. Darlene Davis

Notary Public Signature

P. Darlene Davis

(Printed Name of Notary)

My Commission Expires: 1-18-16



NOTARY PUBLIC BUNCOMBE COUNTY

[Signature]
Darlene M. Davis

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I certify that the following person personally appeared before me, a Notary Public for the State of North Carolina, and acknowledged to me that he executed the foregoing instrument as the true and lawful owner of the same.

[Signature]

[Signature]

Notary Public

[Signature]
Darlene M. Davis
Notary Public
Buncombe County, NC

