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BETH C LANDRETH

REGISTER OF DEEDS

BY: KARIN SMITH

ASSISTANT

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**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE
AND PROTECTIVE COVENANTS FOR CHASEWOOD**

This instrument prepared by and, after
recording, mail to:
Philip J. Roth, Esq.
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P.O. Box 769
Asheville, NC 28802

***THIS DOCUMENT REGULATES OR PROHIBITS
THE DISPLAY OF POLITICAL SIGNS***

STATE OF NORTH CAROLINA
TRANSYLVANIA COUNTY

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR CHASEWOOD, (hereinafter, the "Declaration"), made and entered into this 15th day of July 2024, by and between Chasewood Property Owners Association, a North Carolina nonprofit corporation (hereinafter, the "Association") and current and prospective owners of lots within the subdivision, situated in Cathey's Creek Township,, Transylvania County, North Carolina, and as originally depicted as being all of Lots 1-59 and Mini-Farms 1-3 of Chasewood as shown on a plat thereof recorded in Plat File 10, Slides 470 - 477, of the Transylvania County Register of Deeds (hereinafter, the "Registry"), as the same may have been amended from time to time (hereinafter, "Subdivision" or "Chasewood").

WHEREAS, in 2003 Chasewood Conservation, LLC (hereinafter, "Declarant") imposed that certain *Declaration of Restrictive and Protective Covenants for Chasewood*, as recorded in Book 209, at Page 195 of the Registry, on the lands described above (hereinafter, "*Original Declaration*").

Chasewood
Restated Declaration (2024)

WHEREAS, the Declarant, having completed its development, is no longer involved with Chasewood and has conveyed all of the common area in the Subdivision to the Association in a deed recorded in Book 385, at Page 392 of the Registry.

WHEREAS, as successor to the Declarant, the Association wishes to amend and restate the *Original Declaration* in its entirety as set forth in this Declaration; and

WHEREAS, on the _____ day of _____, 2024, in accordance with the applicable provision of the *Original Declaration*, upon the affirmative vote of a majority of the Owners by written ballot, the Association voted to amend the *Original Declaration* to make reasonable changes to it as set forth below;

NOW, THEREFORE, the *Original Declaration* is hereby amended and restated as follows in the enumerated paragraphs below. All of the lots within the Association are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Declaration, as hereby amended and restated, which amendments are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of the Lots. These restrictions shall run with the land and shall be binding upon the owners having or acquiring any right, title or interest, legal or equitable, in and to lots within the Subdivision or any part or parts thereof subject to such restrictions, and shall inure to the benefit of each Owner and every successor in title to any Lot within the Subdivision. All prior declarations and amendments thereto are null and void.

ARTICLE I
DEFINITIONS

- A. Association means and refers to the Chasewood Property Owners Association, a North Carolina nonprofit corporation.
- B. Board of Directors or Board means the Board of Directors of the Association.
- C. Bylaws means the Bylaws of the Association and subsequent amendments thereto.
- D. Common Elements means all real estate, property and all tangible personal property owned or leased by the Association or otherwise held for the common use and enjoyment of the owners.
- E. Common Expenses means and includes (1) all expenses incident to the administration, maintenance, repair and replacement of the common elements, and any other areas included within the area of common responsibility; (2) all expenses

determined by the Association to be common expenses which shall include the actual and estimated expenses of operating the Association, both for general and parcel purposes, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to the Governing Documents; and (3) all sums lawfully assessed against each lot or unit owner by the Association.

F. Declaration means this *Amended and Restated Declaration of Restrictive and Protective Covenants for Chasewood*, as recorded and amended for time to time in the office of the Register of Deeds for Transylvania County, North Carolina.

G. Eligible Votes means those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

H. General Assessment means the assessments levied to fund expenses applicable to all members of the Association.

I. Governing Documents means the Articles of Incorporation, this Declaration, the Bylaws and any Rules and Regulations that the Board adopts from time to time.

J. Lot means a physical portion of the planned community designated for separate ownership or occupancy by a lot owner.

K. Majority means those eligible votes, owners, or other groups as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

L. Member means and refers to a person or entity entitled to membership in the Association, as provided in the Governing Documents.

M. Occupant means any person or persons in possession of a lot or any part thereof.

N. Owner means and refers to one or more persons or entities who hold record title to any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

O. Parcel means and refers to separately designated, developed residential areas comprised of various types of housing initially or by amendment or supplemental declaration made subject to this Declaration. For example, and by way of illustration and not limitation, a condominium development a townhouse development, an apartment complex, and a single family detached home subdivision

may all be designated as separate parcels. If separate parcel status is desired, the Declarant shall designate in a subsequent amendment or supplemental declaration adding property to the term and conditions of this declaration that such property shall constitute a separate parcel or parcels. In the absence of specific designation of separate parcel status, all property made subject to this Declaration shall be considered a part of the same parcel. The Board may also grant parcel status to any area if so requested in writing by owners holding at least seventy-five percent (75%) of the total vote entitled to vote in such area.

P. Person means an individual, firm, corporation, partnership, association, trustee, or other legal entity.

Q. Subdivision (also sometimes hereinafter referred to as the "Property" or "Properties") means and refers to the real property described in the Declaration or which has been submitted to the terms of the Declaration by any amendments or supplemental declarations thereto appearing of record in the office of the Register of Deeds for Transylvania County, North Carolina.

ARTICLE II

LAND USE AND STRUCTURE TYPE

All numbered lots in the Subdivision shown on the above-referenced plats (including mini-farms) are hereby restricted to single-family residential use. No trade or business of any kind may be conducted, nor any trade materials or inventories stored, upon any lot.

No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single-family dwelling – not to exceed two and one-half (2 ½) stories in height – together with either an attached garage that will accommodate between two or three cars or, alternatively, a detached garage that accommodates not more than two cars. The dwelling may have a porch and/or terrace.

No single-family one-story dwelling may consist of less than sixteen hundred (1,600) square feet of enclosed heated space (exclusive of any basement, roofed or unroofed porch, terrace, garage, carport or other areas). In the case of two (2) or two and one-half (2 ½) story buildings, the ground floor shall contain not less than twelve hundred (1,200) square feet of heated floor area.

No Log Cabins shall be allowed on any property.

The Architectural Control Committee (ACC) may grant variances from these square footage requirements when, in its sole discretion, the topography of a lot and the location of setback lines make it impractical or impossible to construct a building on such lot that conforms to the minimum square footage requirements set out herein.

In addition to the foregoing restrictions, lots designated as mini-farms on any of the above-referenced plats shall be further restricted as follows:

- A. A stable for horses, including a tack room and a work room, is also permissible provided that the number of horses shall not exceed one (1) per four (4) acres of fenced-in pasture area. In the event a stable is constructed, the attached garage shall be limited to accommodate two cars.
- B. Except for horses, ponies, dogs and cats or other household pets, no animal of any kind shall be raised or kept on the property. Horses or ponies must be kept in a securely-fenced area large enough to avoid the development of open dirt or muddy space that exceeds ten-percent (10%) in aggregate of the total fenced-in area. Fencing must be approved in writing by the ACC in advance of construction.
- C. Pasture land for horses or ponies must be consistently maintained with a ground cover of pasture grass such as fescue, bluegrass, or other native grasses. Open dirt or muddy areas exceeding ten percent (10%) in aggregate of the total fenced-in pasture must be remediated with replacement grass within thirty (30) days of receipt of written notice from the Chasewood POA Board of Directors (hereinafter, the "Board").
- D. Grounds and fencing must be maintained in a neat and orderly condition including, but not limited to, storing tools and equipment indoors while not in use.
- E. Excluding a driveway and pathways connecting a dwelling, garage and/or stable, dirt or gravel trails for recreational use of motorized equipment – including, but not limited to, motorcycles, ATVs, and similar off-road vehicles – are prohibited.

ARTICLE III

ARCHITECTURAL CONTROL

A. Architectural Control Committee (ACC)

The Board shall annually appoint an Architectural Control Committee. The ACC, comprising three members – all of whom must be owners within the Association – shall ensure that all dwellings and other structures are of appropriate size and harmonious design; properly located in relationship to setback lines; and adapted to the terrain of each lot.

The ACC shall prepare and promulgate design guidelines and application procedures from time-to-time and make both available to owners, builders and developers who seek to

make improvements on any lot. "Improvement" means all buildings, out-buildings, streets, roads, driveways, parking areas, fences, walls, hedges, poles, antennas, and any other structure of any type or kind, or any land clearing whatsoever. Such guidelines and application procedures shall be strictly observed.

While each lot owner has the right to erect a mailbox upon which the address is inscribed, the ACC may specify uniform standards for mailboxes and support posts which shall be applicable to all lots.

B. ACC Authority.

No improvements shall be made without prior written approval of the ACC of plans and specifications, including the proposed location of said improvements, and such other requirements reasonably imposed by the Committee, submitted by the owner. Factors to be considered in the ACC's review include quality of workmanship and materials, appearance, harmony of external design and exterior color with existing structures and the natural environment and as to location with respect to topography, its effects on the view from structures already constructed in the Subdivision and finish grade elevation.

No cement or cinder block shall remain exposed, nor any vinyl or aluminum siding placed, on any building. Subject to ACC approval, stucco or matching siding, or both, will be acceptable on foundations. No roof pitch on the main roof on any authorized structure shall be less than six feet in twelve feet. Natural drainage shall not be changed without ACC approval. The foregoing notwithstanding, the ACC shall not be responsible for any drainage problems affecting any lot.

In no event shall any fence be constructed in front of a dwelling nor shall any chain link fence be constructed on any portion of a lot other than to the rear of an existing dwelling

No permission or approval shall be required to repaint in accordance with an originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel or paint (in any color) the interior of his or her dwelling.

C. Procedure.

The ACC's approval or disapproval of plans shall be in writing and issued within thirty (30) day after it receives the plans and specifications – or the last of any additional information it requests (collectively, the "Application"). Such approval shall not be unreasonably withheld. Denial or approval of the plans and specifications may be based on any reasonable grounds including, but not limited to, purely aesthetic considerations.

In the event the ACC fails to act on an Application within thirty (30) days after it has been properly submitted, the Application shall be deemed approved by the Committee.

D. Variances.

The ACC may grant, in its sole discretion, reasonable variances or adjustments from the provisions in this Declaration, including setback lines, when enforcing the literal application thereof would result in undue hardship to the Owners. Factors warranting a possible variance include topography, natural obstructions, aesthetics or other environmental considerations. Any such variance shall be in writing. For purposes of this section, an owner's inability to obtain approval of any governmental agency or financing shall not be considered a hardship warranting a variance.

E. Indemnification.

Neither the ACC nor the Association shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. The Association shall indemnify members of the ACC to the same extent as it does its directors, officers, employees and agents.

ARTICLE IV TEMPORARY STRUCTURES

No motor vehicles or structures of a temporary character – including, but not limited to, any trailer, tractor trailer, mobile home/manufactured home/modular home, basement, tent, shack, garage, carport, shed or other outbuilding – shall be used as a residence on any lot, either temporarily or permanently.

With the exception of vehicles actively involved in the construction or repair of any improvement in Chasewood, no commercial vehicle, truck (other than pickup trucks owned by such lot owner), trailer, tractor trailer, mobile home/manufactured home, or bus, tent, shack or any other type of structure, whether temporary or permanent, shall be parked or stored on any lot or the common area unless expressly authorized in writing by the ACC.

ARTICLE V BUILDING LOCATION

No building shall be located on any lot nearer to the lot lines or to the street lines than the minimum building setback lines shown on any of the above-referenced plats. To the extent a minimum setback is not depicted on a given plat, minimum setbacks are established for any building (other than a stable) as follows: (a) 20 feet from all road right of way lines;

(b) 20 feet from rear lot lines and streams; (c) 15 feet from interior lot lines other than rear lot lines; and (d) 20 feet from greenways.

ARTICLE VI NUISANCES

No noxious or offensive activity shall be carried on in any dwelling, lot, or in the Common Areas, nor shall anything be done therein, either willfully or negligently, that may cause embarrassment, discomfort, annoyance, or nuisance to the other Lot Owners or occupants.

“Noxious or offensive activity” shall include, but not necessarily be limited to: (1) a public nuisance or nuisance per se, (2) any behavior which is inconsistent with both a reasonable, pleasurable use of the properties of the owners of lots and parcels in the Subdivision, their tenants and guests, and their reasonable expectation of vacationing, year-round living, studying, working and recreating, free of excessively noisy behavior grossly disrespecting the rights of others, (3) flashing or excessively bright lights, (4) racing vehicles (regardless of the number of wheels), (5) the operation of unlicensed motor vehicles in the Subdivision (including specifically trail motor bikes with two, three, or more wheels), (6) the operation of motor vehicles by unlicensed persons on any roads in the Subdivision or any motorcycle, moped or motor bike riding in the Subdivision other than as a means of transportation to and from the home of a resident lot owner to the state road, (7) offensive displays of public sexuality, (8) public drunkenness, (9) significantly loud electronic music distractions or vibrations which extend beyond the property lines, (10) the discharge of fireworks, (11) the assembly and disassembly of motor vehicles and other mechanical devices which might tend to create disorderly, unsightly or unkempt conditions, (12) parking any junked, inoperable or unlicensed automobiles, trucks or heavy equipment on any lot or road in the Subdivision, or (13) other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the lots in the Subdivision.

No lot shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any plant, substance, animal, thing, device, or material be kept upon any lot that will be noxious, noisy, dangerous, unsightly, or unpleasant or which will emit foul or obnoxious odors or will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Subdivision.

Construction of improvements on any lot, once commenced, shall be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days, shall be deemed nuisances. The Association may remove any such nuisances or repair or complete the same at the expense of the owner, the cost of which shall be levied as an assessment against the owner’s lot.

ARTICLE VII
MAINTENANCE OF LOTS

All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent them from becoming unsightly, unkempt, unsanitary or a hazard to health.

Grounds and fencing must be maintained in a neat and orderly condition, including, but not limited to, storing tools and equipment indoors. Lots, whether finished or unfinished, must be maintained to a grass/growth height of no more than six inches. In the case of unfinished lots, if there is grass/growth at the edge of the road which is open and mow able, it must be maintained in the same manner up to a tree line on the lot.

If not duly maintained by the owner, the Association shall have the right, but not the obligation, to remediate the problem, the cost of which shall be levied as an assessment against the lot owner. Neither the Association, nor any of its agents, employees or contractors shall be liable for any damage that may result from any such maintenance work.

ARTICLE VIII
ANIMALS

With the exception of mini-farm lots as provided in Article I above, no swine, cattle, poultry, horses, ponies or other animals may be kept on any lot at any time. The foregoing notwithstanding, – typical house pets, in a reasonable number, are permitted so long as such pets are not bred or maintained for commercial purposes. Whenever such pets are not confined within the dwelling, garage or authorized dog house, they must either be restrained by a hand-held leash or fenced in. No pets shall be chained or restrained by a leash outside the presence on the owner or pet watcher.

Any pet which consistently barks, howls or makes other disturbing noises that might be reasonably expected to disturb any other residents or guests shall be muzzled.

The breach of any of these restrictions, obligations and duties shall be a noxious and offensive activity constituting a private nuisance.

ARTICLE IX
SEWERAGE DISPOSAL

No sewerage system shall be permitted on any lot except such system as is located, constructed, and equipped in accordance with governmental requirements and approval.

ARTICLE X
LIMITED ACCESS

Absent the written and recorded consent of the Association, there shall be no access to any lot on the perimeter of the Subdivision except from designated streets or roads within the Subdivision as shown on the above-referenced plats.

ARTICLE XI RESUBDIVISION/COMBINATION OF LOTS

No lot or parcel may be further subdivided; provided, however, that a lot owner may divide his or her lot or parcel such that the resulting parcels serve to enlarge one or more of the adjoining lots or parcels and any remainder does not otherwise result in a lot or parcel less than one acre.

Lots may be combined as follows:

- A. Two adjoining lots can be combined through a survey and a combination deed and documentation presented to the Board and recorded in the Registry. Subject to potential changes in the law, the owners of combined lots will continue to pay assessments on each of the lots that have become combined.
- B. Previously-combined lots may be un-combined provided that they are restored to their original dimensions and that the current owner pays all assessments forestalled by the combination, if any, to the Association.
- C. Any owner who combined lots prior to the effective date of this Declaration, and is only paying one annual assessment on the combined lot, shall continue to be subject to only one assessment on the combined lot for howsoever long the owner owns the combined lots. The foregoing notwithstanding, such owner of the previously combined lots is subject to subparagraph B above in the event the owner re-subdivides his or her combined lots.

ARTICLE XII PROHIBITION OF OIL AND GAS WELLS AND SUBSURFACE MINING

No well for the production of, or from which there may be produced, oil gas or minerals shall be dug or operated upon any lot, nor shall any machinery, appliance or structure be placed, operated or maintained thereon in connection therewith, nor shall there be any subsurface mining or drilling activity thereon; provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with soil testing, construction of building foundations or master drainage control.

Any grading or other land use which creates erosion runoff into streams or other lots is prohibited. Any grading performed in violation of any county, state or federal ordinance,

statute or regulation shall be deemed to be a noxious or offensive activity as defined in Article V above.

ARTICLE XIII

FIREARMS AND OTHER PROJECTILE PROPULSION DEVICES

Except as provided in Article XIV, the discharge of firearms – including rifles, guns and pistols of any kind, caliber, or type and any other devices that propel projectiles – is prohibited. The foregoing notwithstanding, the term “firearms” does not include BB guns, pellet guns not to exceed .22 caliber, and bows and arrows which may be used by owners on their lots.

ARTICLE XIV

WILLFUL DESTRUCTION OF WILDLIFE

No hunting shall be allowed in the Subdivision except under controlled conditions approved by the Association and appropriate governmental wildlife authorities for the purpose of protecting property owners, the public and other animals against health hazards, disease and other anomalies resulting from species over-population, significant wildlife predation and outbreaks of contagious wildlife diseases.

ARTICLE XV

CLOTHESLINES, GARBAGE CANS, TANKS, WOODPILES, ETC.

All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other lots, streets and areas in the Subdivision outside of the lot on which such items are located. Each lot owner shall provide closed sanitary receptacles for garbage and other waste material, and the same shall be regularly removed from each lot and not allowed to accumulate thereon.

Furthermore, no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types of cleaning apparatus, shall be hung or placed outside of any structure located on any lot in such a manner as to be visible from any street or other lot or area located in the Subdivision.

ARTICLE XVI

TREE REMOVAL, SITE CLEANING, UNDER BRUSHING AND BURNING

No trees over six inches in diameter, brush or shrubs – including, but not limited to, mountain laurel, wild azaleas and rhododendron – shall be trimmed or removed from any lot without prior approval by the ACC or such other committee to which the approval process may be delegated. Such approval shall not be unreasonably withheld and the decision itself will be issued within thirty (30) days after written plans showing such proposed trimming

or removal, and any other relevant information requested by such committee, have been submitted. The ACC's decision may be based upon any reasonable ground, including purely aesthetic considerations. In the event the ACC fails to act upon the request within thirty (30) days after proper plans and any other requested information have been submitted, the request shall be deemed approved.

No open burning of any kind shall be done before the lot owner has obtained the written permission of such committee.

ARTICLE XVII

SIGNS

No signs shall be placed on any lot except one "For Rent" or "For Sale" sign of not more than four square feet, one property address sign of not more than two square feet and, during the construction of an authorized structure on a lot, one sign of not more than four square feet identifying the builder or contractor provided that the content and design of all such signs has received prior written approved from the ACC.

Notwithstanding anything hereinabove to the contrary, the Association shall have the right to erect reasonable and appropriate signs on the common area.

ARTICLE XVIII

OUTDOOR LIGHTING

All outdoor lighting, including the location, intensity and duration of such lighting, must be approved by the ACC. Any outdoor lighting that unreasonably interferes with the privacy, use or enjoyment of any other lot owner is prohibited.

ARTICLE XIX

AERIALS AND ANTENNAS

Except as may be permitted by law, no radio, television or other aerial, antenna, satellite dish, tower or other transmitting or receiving structure or support thereof shall be erected, installed, placed or maintained on a lot unless the same is entirely enclosed within a dwelling or other building. The foregoing notwithstanding, one satellite dish not greater than two feet in diameter – that is not visible from any road in the subdivision and is erected behind the residence or garage – is permitted.

ARTICLE XX

UTILITY LINES

No overhead utility lines, including lines for cable television, shall be permitted on any lot without the written approval of the Association.

ARTICLE XXI
ENERGY CONSERVATION EQUIPMENT

The installation of solar energy collector panels, attendant hardware or other energy conservation equipment shall be subject to the approval of the ACC in accordance with North Carolina law.

ARTICLE XXII
AIR CONDITIONING UNITS

Except as may be permitted by the ACC, no window air conditioning units may be installed in any house or other structure located on a lot.

ARTICLE XXIII
ARTIFICIAL VEGETATION, EXTERIOR SCULPTURES AND SIMILAR ITEMS

No artificial vegetation shall be permitted on any lot. Placement or installation of exterior sculptures, fountains, flags (other than those of the United States or North Carolina) and similar items are subject to the written approval of the ACC.

ARTICLE XXIV
IRRIGATION

No sprinkler or irrigation system of any type that draws upon water from wells, community water systems, creeks, streams, rivers, lakes, ponds or other waterways within the Subdivision shall be installed, constructed, or operated within the Subdivision unless prior written approval has been received from the ACC.

ARTICLE XXV
POOLS

No pool shall be erected, constructed or installed on any lot without the express written permission of the ACC, which Committee shall have the right to deny such permission, in its sole discretion, on any reasonable grounds.

ARTICLE XXVI
EASEMENTS

The following easements over each lot or parcel, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to the Association:

- A. **UTILITIES.** A five (5) foot wide strip running along the inside of all lot lines other than those lot lines which extend along the center of streams; however, where lot lines run along the center of roads or along road right-of-way lines, such strips shall, at the option of Association, be ten (10) feet in width and run along either the inside or the outside of the road right-of-way line, but the Association, after having located said ten foot wide strip on a particular lot, may not thereafter relocate said strip on said lot without the express written consent of the owner of said lot. Said strips shall be used for the installation, maintenance and operation of utilities, including radio and television transmission cables, and the accessory right to cut, trim or remove trees and plantings wherever necessary upon such lots in connection with such installation, maintenance and operation.
- B. **ROADS.** An easement on, over and under all roads in the Subdivision for the purpose of installing, maintaining and operating utilities thereon or thereunder: for the purpose of drainage control; for access to any lot or parcel located outside of the Subdivision; and for the purpose of maintenance of said roads.
- C. **SIGHT EASEMENTS.** Such sight easements, if any, of the sizes and locations as may be shown on recorded plats of portions of the Subdivision are reserved for the purpose of ensuring that visibility at road intersections shall be unimpeded. No fence, wall, hedge, tree or shrub which obstructs sight lines at elevations between two (2) and eight (8) feet above roadways shall be placed or permitted to remain within sight easements.
- D. **OTHER EASEMENTS.** Any other easements shown on recorded plats of portions of the Subdivision.
- E. **USE OF AND MAINTENANCE BY OWNERS.** The areas of any lots affected by the easements reserved herein shall be maintained continuously by the owners of such lots, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owners of said improvements except those for which a public authority or public authority or utility company is responsible.

ARTICLE XXVII
THE ASSOCIATION

A. Powers

The Association shall enjoy all of the powers necessary for the orderly administration of the Subdivision including those enumerated in § 47F-3-102 of the North Carolina Planned Community Act.

B. Membership

Every record owner of a lot shall automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold interests merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event that an owner of a lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided for in the bylaws and rules and regulations of the Association.

C. Voting

Members shall have one vote per lot owned regardless of the number of persons or other entities owning an interest in a particular lot.

D. Assessments

The owner of each lot shall, by the acceptance of a deed or other conveyance for such lot, be obligated to pay to the Association an annual assessment for the purposes stated within this Article to be fixed, established, and collected on a *pro rata* basis as hereinafter provided. Said annual assessment shall be due on a date to be established by the Board and pursuant to reasonable advance notice given in writing to all lot owners.

The funds collected from said assessments may be used for any or all of the following purposes: maintaining or improving the common elements; enforcing these restrictions; paying taxes and other indebtedness of the Association, paying insurance premiums, legal and accounting fees, and governmental charges of all kinds and descriptions; and in addition, doing any other things necessary or desirable in the opinion of the Board to provide for the health, welfare and safety of owners and residents of the Subdivision.

Upon demand, the Association shall furnish to any owner or mortgagee a certificate showing the assessments due on the subject lot as of any given date.

E. Special Assessments

The Association shall have the power to levy special assessments, at such times, for such amounts and for such purposes as may be specified by the Board in a notice of such proposed special assessment to the members. Any proposed special assessments shall require the approval of a majority of the votes cast by Members who are voting in person, or by proxy, at a meeting duly called for this purpose, and at which a quorum is present. Any such special assessments shall be paid as determined by the Board, and the Board may permit such special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. Nothing in this paragraph requires the Association to exhaust reserve funds prior to imposing a Special Assessment.

F. Emergency Expenditures

In the event of an emergency as reasonably determined by the Board in its sole discretion, the Board may take such steps, allocate such funds and/or incur such indebtedness, as it reasonably determines to be necessary to protect the interest of the Association. In such event the Board shall ["may?"] promptly convene, upon due notice, a meeting of the Association members to review steps taken and to consider appropriate future course of action. In all such events the Board shall communicate its decisions in timely fashion to Members.

G. Enforcement Procedures

Each assessment not paid within thirty (30) days of the due date, together with any late fees, interest in the amount of eighteen percent (18%) per annum, costs and attorneys' fees thereon, shall be a permanent and continuing lien upon the lot against which the assessment was made. Such lien may be perfected and enforced pursuant to the provisions of § 47F-3-116 of the PCA or any other remedy provided by law. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the Owner(s) at the time the assessment fell due.

The Association shall have the power to bid on the lot in any lien foreclosure proceeding or to acquire, hold, lease, mortgage, or convey the lot.

ARTICLE XXVIII

STREAMS

No lot owner shall pollute any stream or lake in the Subdivision nor shall any lot owner cause or allow any stream in the Subdivision that may flow across his or her lot to be diverted in whole or in part from its natural direction and course of flow. No solid or liquid waste of any kind shall be drained, dumped or disposed of in any way into open ditches or water courses.

ARTICLE XXIX

PARKING

Except as may be permitted by Article III above, only cars and pickups may be parked on any road or street in the Subdivision; provided, however, that no parking is allowed at all on Subdivision roads overnight.

ARTICLE XXX AMENDMENT

This Declaration may be amended at any time by an instrument signed by, or upon the affirmative vote of, sixty-seven percent (67%) of all of the votes allocated in the Association. The President shall cause any such amendment to be reduced to a written instrument and the Secretary shall certify the procedure by which the amendment was enacted. The amendment itself shall be effective only upon recording.

ARTICLE XXXI**TERM**

All of the restrictions, conditions, covenants, charges, easements and agreements contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless sooner terminated in accordance with § 47F-3-118 of the North Carolina Planned Community Act.

ARTICLE XXXII**GRANTEE'S ACCEPTANCE**

Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title thereto, be subject to all of the provisions of this Declaration and all amendments thereto, and to the jurisdiction, rights, powers, privileges and immunities of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with the Association and the grantee or purchaser of each other lot or parcel to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration, and all amendments and supplemental declarations thereto.

ARTICLE XXXIII**ENFORCEMENT**

Each person to whose benefit these restrictions inure, including the Association and other lot owners in the Subdivision, may proceed at law or in equity against any person or other legal entity violating or attempting to violate any provisions of these restrictions and rules and regulations related thereto, either to restrain violation, to recover damages, or

both. Such remedies shall include, but not be limited to, those afforded by the North Carolina Planned Community Act.

ARTICLE XXXIV
SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XXXV
WETLANDS

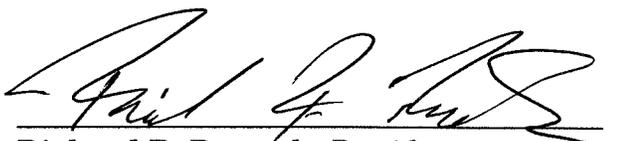
On those portions of Lots 12, 13, 14, 37, 40, and 42 on which wetlands are located as shown on the recorded plat hereinabove referred to, nothing shall be constructed, nor may any activities be conducted thereon which would be in violation of federal and state rules regulating the use of wetlands.

ARTICLE XXXVI
GREENWAYS

No structures or other improvements may be placed on those areas shown as greenways on the above-referenced plats, and such areas must be kept and maintained as green areas on which trees, shrubs and other vegetation (but not grass) may be planted; subject, however, to the obligation to prevent such areas from becoming unsightly or unkempt in appearance in violation of the provisions of Article V of this Declaration. All cutting, trimming or removal of vegetation from any greenway must be approved by the ACC in accordance with the provisions of Article XV of this Declaration. Notwithstanding any provisions of said Article to the contrary, no tree having a diameter of six inches or greater may be cut without the specific approval of such Committee.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed as of the day and year first written above.

CHASEWOOD PROPERTY OWNERS ASSOCIATION

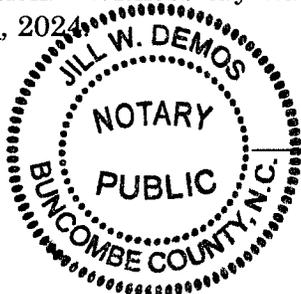
BY: 
Richard R. Runnals, President

STATE OF NORTH CAROLINA

Buncombe COUNTY

I, Jill W. Demos, a Notary Public for said County and State, do hereby certify that **Richard R. Runnals**, personally came before me this day and acknowledged that he is President of **Chasewood Property Owners Association**, a North Carolina non-profit corporation, and that he, as President being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal, this the 15 day of July, 2024.

My Commission Expires:
9/18/2027



Jill W. Demos
NOTARY PUBLIC

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly-appointed secretary of Chasewood Property Owners Association; and,

That the foregoing Declaration was duly adopted at a meeting of the Association upon affirmative vote of not less than sixty-seven percent (67%) of the votes entitled to be cast on the measure on the 18th day of JUNE, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal (if any) of said Association this 15 day of JULY, 2024.

John P. Goldstone
John P. Goldstone, Secretary