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JOHN C. KERSTEN

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HAYWOOD COUNTY NC  
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AMY R. MURRAY  
Register Of Deeds

SECOND AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
CAMPBELL WOODS SUBDIVISION

4146

THIS SECOND AMENDMENT TO DECLARATION, made as of the date hereinafter set forth by Gulf Highway Land Corporation, a Florida Corporation, hereinafter referred to as "Successor Declarant":

WITNESSETH:

WHEREAS, Successor Declarant is the owner of the remainder of certain "properties" in Haywood County, North Carolina, which were originally described in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Campbell Woods Subdivision (hereinafter "Declaration") recorded in Deed Book 403, Page 982, Haywood County Registry; several properties having been previously sold and conveyed and the remainder of which having been conveyed to Gulf Highway Land Corporation by deed of record in Deed Book 449, Page 1430, Haywood County Registry; and

WHEREAS, Article IV, TERM AND AMENDMENT, Paragraph B of said Declaration provides that the same may be amended by the DECLARANT until ninety percent (90%) of the lots have been conveyed or contracted for conveyance; and

WHEREAS, fewer than said ninety percent (90%) of such lots have been conveyed or contractor for conveyance; and

WHEREAS, by virtue of property interest and powers acquired pursuant to that deed of record in Deed Book 449, Page 1430, Haywood County Registry, Gulf Highway Land Corporation became the "Successor Declarant" to the original Declarant, Dingus Properties, Inc., as defined in Article I, Paragraph C of said Declaration; and

WHEREAS, said Successor Declarant desires to amend said Declaration;

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NOW THEREFORE, Successor Declarant hereby amends said Declaration as follows:

1. ARTICLE II, LAND USE RESTRICTIONS, Subparagraph E, is amended by the deletion of the sentence in the original Restrictions and the insertion in its stead of the following sentence: "Except for residences constructed pursuant to paragraph 7 of the FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CAMPBELL WOODS SUBDIVISION recorded in Deed Book 459, Page 656, Haywood County Registry, (hereinafter "First Amendment") all single family residences will have a minimum of one thousand six hundred (1600) square feet of heated space provided; however, that the first floor of a two-story dwelling shall have a minimum of one thousand one hundred (1100) square feet exclusive of screened porches, patios, breezeways, garages or basements. Outside wall dimensions may be used to determine square footage."

2. ARTICLE II, LAND USE RESTRICTIONS, Subparagraph F, is amended by the deletion of the second and third sentences of said paragraph and the insertion in its stead of the following sentence: "Except for residences built pursuant to paragraph 8 of the hereinabove recited First Amendment, there shall be nothing constructed on any lot, block or parcel, except as hereinafter provided, within a minimum of ten (10) feet at each side of the property line, fifteen (15) feet from the back property line and twenty (20) feet from the edge of any street right of way line."

3. ARTICLE II, LAND USE RESTRICTIONS, Subparagraph S, is amended by the addition of the following sentence: "There shall be no parking parallel with and within ten (10) feet of the edge of any street right of way."

4. ARTICLE III, ENVIRONMENTAL RESTRICTIONS, is amended by the addition of a Subparagraph H to read as follows:

H. The Environmental Control Committee.

(a) General Powers. The Environmental Control Committee shall have the following powers:

(1) All improvements constructed or placed on any Lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two (2) sets of plans and specifications, shall show the location of all improvements, if any, existing upon said Lot, the location of the improvements proposed to be constructed, the color and composition of all exterior material to be used, proposed landscaping, and any other information which the Committee may require, including soil, engineering, and geologic reports and recommendations.

(2) No thinning, clearing, grading, or construction of any driveway, building, fence, mailbox, property identification sign, decorative appurtenances, exterior lighting, embellishments of other structure shall be erected, placed or altered, nor shall a building permit for such improvement be applied for on the property until the proposed building plans and specifications showing the front, rear and all side elevations, exterior materials, colors, and finishes, including a plot plan detailing the proposed location of such building or structure, drives and parking areas, a complete landscape plan, the construction schedule and the identification of the building shall have been filed with and finally approved in writing by the Environmental Control Committee.

(3) No trees, shrubs or other vegetation may be removed without the written approval of the Environmental Control Committee. Approval of the removal of trees located within ten (10) feet of the dwelling or within ten (10) feet of the approved site for such buildings or drives and walks for such buildings shall be granted unless such removal will substantially decrease the beauty of the property.

(b) Committee Membership: The Committee shall be composed of three (3) members, to be appointed by DECLARANT. Committee members shall be subject to removal by DECLARANT and any vacancies from time to time existing shall be filled by appointment of DECLARANT, or in the event of DECLARANT'S failure to do so within two (2) months after any such vacancy, then by the Association through action of the Board. The power to appoint or remove Committee members shall be transferred to the Association when ninety (90%) percent of all the property in the Development has been sold by DECLARANT.

(c) The Committee may disapprove any application:

- (1) If such application does not comply with this Declaration;
- (2) Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvements on a Lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height, or style of the proposed improvements, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon; or,
- (3) If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvements will be inharmonious with the Development, or with the improvements erected on other lots.

(d) Rules and Regulations: The Committee shall, from time to time adopt written rules and regulations of general application governing its procedures which shall include, among other things, provision for the form and content of applications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.

(e) Variances: The Committee may grant reasonable variances of adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other Lots.

(f) Certification of Compliance: At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such forms as it shall furnish, from the contractor, Owner, or a licensed surveyor that such improvement does not violate any set-back, ordinance, or statute nor encroach upon any easement of right of way record.

(g) Liability. Notwithstanding the approval by the Committee of plans and specifications of its inspection of the work in progress, neither it, DECLARANT, nor any person acting in behalf of any of it shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely

responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

5. ARTICLE VIII, COVENANTS FOR MAINTENANCE AND SECURITY ASSESSMENTS, Subparagraph C, is amended by the addition of the following sentence: "The assessment for each Planned Unit Development Lot as contemplated by the hereinabove recited First Amendment shall be one-half the amount of the assessment for other Lots."

In all other respects the Declaration as amended shall remain the same and unaltered and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Successor Declarant has caused this instrument to be executed in its name this the 17 day of April, 1999.

SUCCESSOR DECLARANT:  
GULF HIGHWAY LAND CORPORATION

BY [Signature]  
James N. Paxton, as its President



[Signature]  
Jennifer M. Smith, as its Secretary

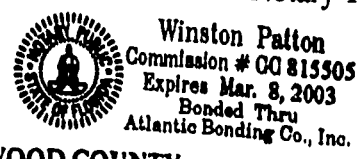
STATE OF FLORIDA  
COUNTY OF PASCO

I, a Notary Public of the County and State aforesaid, certify that JENNIFER M. SMITH personally came before me this day and acknowledged that she is the Secretary of GULF HIGHWAY LAND CORPORATION, a Florida Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by her as Secretary.

Witness my hand and official seal, this the 17<sup>th</sup> day of March, 1999.

[Signature]  
Notary Public

My Commission Expires:



STATE OF NORTH CAROLINA, HAYWOOD COUNTY

The foregoing certificate of Winston Patton

is certified to be correct.  
This 23<sup>rd</sup> day of March, 1999, Book      Page     

[Signature]  
Register of Deeds  
AMY R. MURRAY

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