

FILED IN HENDERSON COUNTY REGISTER OF DEEDS
OFFICE. NEDRA W. MOLES, REGISTER

PBH
DATE: 2-25-11 TIME: 9:30 A.M.

EXCISE TAX STAMP: _____

BOOK: 1454 PAGE: 168

Prepared by & return to:
→ Mullins

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT AND RESTATEMENT OF RULES,
REGULATIONS AND COVENANTS FOR LOTS
1-73 OF LAKE SHEILA SUBDIVISION

WHEREAS, W. Dennis Smith, Incorporated on July 12, 1968 caused to be filed and recorded in the Register of Deeds Office for Henderson County, North Carolina, in Deed Book 441 at Page 58, Restrictive Covenants pertaining to Lots 1-73 of Lake Sheila Subdivision as shown on the plat recorded in Plat Book 8 at Page 9 (now Plat Cabinet C at Slide 140A) of the Records of Plats in the Registry for Henderson County, North Carolina; and

WHEREAS, from time to time other properties have been made subject to said Restrictive Covenants; and

WHEREAS, an Amendment to the Restrictive Covenants was previously filed of record in Deed Book 963 at Page 423 of the Records of the Henderson County Registry and in Deed Book 1000 at Page 611 of the Registry for Henderson County, North Carolina; and

WHEREAS, the Lake Sheila Property Owners Association, acting through its Board of Directors and having received votes of a majority of the property owners subject to the Covenants, desires to alter, change, restate and amend the said Restrictive Covenants; and

WHEREAS, the Board of Directors and property owners have authorized these amended Covenants to be signed by the President of the Association and the President does further acknowledge the new Restrictions were duly adopted and passed by the Board of Directors and the majority of the homeowners;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that those Lots as shown on Plat Cabinet C at Slide 140A of the Records of Plats in the Registry for Henderson County, North Carolina, are hereby encumbered with the following

conditions and restrictions which shall be construed as covenants running with the land and binding upon the current lot owners and upon any purchaser of said property, their successors, heirs and assigns:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until August 1, 2013, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property as shown on said plat to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation, including all legal fees and costs to take such action.

Invalidation of any 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.

2. All lots shown on said Plat shall be known and described as residential lots. No structures shall be erected, placed or permitted on any of said lots other than one detached single-family dwelling, a private garage, and such other outbuildings that are incidental to the residential use of the lot. This restriction shall not prevent an owner from placing a residence on more than one lot.

3. No residence, garage, abutting deck, or permitted outbuilding shall be located nearer than five (5) feet to a side lot line or sixty (60) feet from the centerline of any public or private roadway bordering the lot lines. Where a residence is placed on two or more lots, the outer lot lines shall apply. No new building of any type shall be located nearer than fifty (50) feet from the high water line of the lake. Any variance to these restrictions requires Lake Sheila Property Owners Association Board of Directors, henceforth referred to as "Board", approval.

4. No newly constructed dwelling house shall be built on any lot unless the square foot area of said dwelling, excluding porches, garages and carports, shall be a minimum of 1,000 square feet. No dwelling can exceed a maximum height, measured from the ground to the highest point of the roof, of four feet above the average maximum height of the four closest dwelling houses. Furthermore, no dwelling house shall exceed 3,000 square feet, excluding porches, garages and carports. Any variance to these restrictions requires Board approval.

5. No illegal, noxious, or offensive trade or activity shall be carried on upon any lot, nor shall any activity be carried on that will become an annoyance or nuisance to the neighborhood as determined by a majority of the Board. This includes, but is not limited to, incessant barking dogs and motorized off-road recreation vehicles.

6. All buildings constructed on said lots shall be in compliance with the Henderson County Building Code and such other governmental rules and regulations as may be applicable. All dwellings placed on lots must be constructed onsite, except that Modular Homes (e.g., Manufactured Buildings), constructed partially offsite, and in accordance with the North Carolina State Building Code, and placed on a permanent foundation, will be allowed.

7. Manufactured Homes (e.g., a "single" or "double wide") constructed on a "chassis," carrying a labeled serial number, even though it is labeled as being in compliance with the "HUD Code," (e.g., The Federal Manufactured Home Construction and Safety Standards Act of 1974), will not be allowed on any lot.

8. No fence, or other obstruction exceeding three and one-half (3-1/2) feet in height, shall be erected nearer the front lot line than the building lines hereinabove set out. Any fences built on lakefront lots on the lake side shall be approved by the Board prior to construction.

9. No sign shall be displayed on any lot except "For Sale," which sign shall not exceed 24-inches by 24-inches in size. Small signs identifying the owner of the home or name of the home are acceptable.

10. No retail business or commercial activity is permitted.

11. No construction shall commence on any garage apartment or outbuilding until the main dwelling is completed with the exception of such small outbuildings as are necessary to aid in the construction of the main dwelling.

12. No animals, other than domestic pets (defined as only dogs, cats, and small caged mammals and birds), shall be kept or maintained upon the premises of said lots. No commercial kennels or commercial breeding of animals (defined as more than three of the same type of pet such as a dog or cat) shall be permitted on any lot.

13. Henderson County leash laws will be observed. The law makes it illegal for property owners to allow their animals to run off their property. Property owners are required to keep their animals on a leash when off their property.

14. Mobile homes, recreational vehicles, or other housing of a temporary or transient nature shall not be placed on any lot for residential use. No trailers of any

type, other than utility trailers, shall be placed on any of said lots. No privies or outside toilets shall be maintained on said lots. Portable toilets are permissible during building construction and during summertime at the designated beaches. No construction equipment, including construction trailers or commercial trucks over one ton rating, shall be parked on any lot. Construction equipment is permissible during active construction work.

15. The two areas shown on said plat designated as beach areas shall be used by the owners of said lots and of other unplatted lots sold by the original developer whose deeds granted the right to use the lake and beach. Usage shall be restricted to property owners or tenants of property owners, members of their immediate families, and their bonafide guests. Property owners are ultimately responsible for the conduct of tenants, family members and guests, including financial responsibility for any damage. Property owners are also responsible to ensure that tenants, family members and guests comply with the restrictive covenants and association rules. Lake Sheila Property Owners Association, Inc., the lake owner, shall from time to time adopt such regulations for the use of said lake as may be for the common good.

16. No firearms shall be discharged within the Lake Sheila Development unless it is for the sole purpose of protecting persons or property within the development.

17. For any modifications to properties and/or owner-controlled roads, the property owner(s) must abide by the Best Management Practices (BMP's) recommended by the Soil Conservation Service and the North Carolina Department of Natural Resources. The property owner(s) shall plan and execute control of storm water and sedimentation so that there will be zero runoff of sediment into the lake, ditches, roads, adjacent property, and streams. The property owner(s) shall restore any damage to the environment for failure to follow BMP's and to restore damage to common roads caused by heavy equipment. No grading or other land-disturbing activity may be commenced upon any lot unless and until the owner of such lot has installed silt fencing and other such sedimentation control devices as necessary to prevent soil erosion resulting from any grading of land-disturbing activity. All lot owners are responsible for erosion of soil from any lot which may collect and settle on roadways, drainage areas, the lake or other parts of the development. Land-disturbing soil erosion control devices must be in place and approved by the County prior to the commencement of any land-disturbing activity.

18. The discharge into the lake of any materials or chemicals that may degrade the lake is strictly prohibited.

19. Off-road recreational vehicles (ATVs, dirt bikes, and go-carts) are prohibited from being operated on paved or gravel roads in the Lake Sheila Development. It is also unlawful for unlicensed recreational vehicles to operate on state roads.

20. Parties and outside events should be ended by 11:00 PM. All noise, including pets, shall be limited to "near-quiet" conditions after 10:00 PM and before 8:00 AM every day of the week.

21. In order to reduce light pollution and to maintain a dark sky at night consistent with a rural setting, the following restrictions and recommendations are adopted:

- (a) No mercury vapor lamps are allowed on uninhabited property or within 100 feet of the lake. No new mercury vapor lamps will be allowed. Instead, property owners may install motion sensitive lights unless there is a special need due to age or infirmity.
- (b) Spotlights should be shielded so as to prevent off-site illumination.

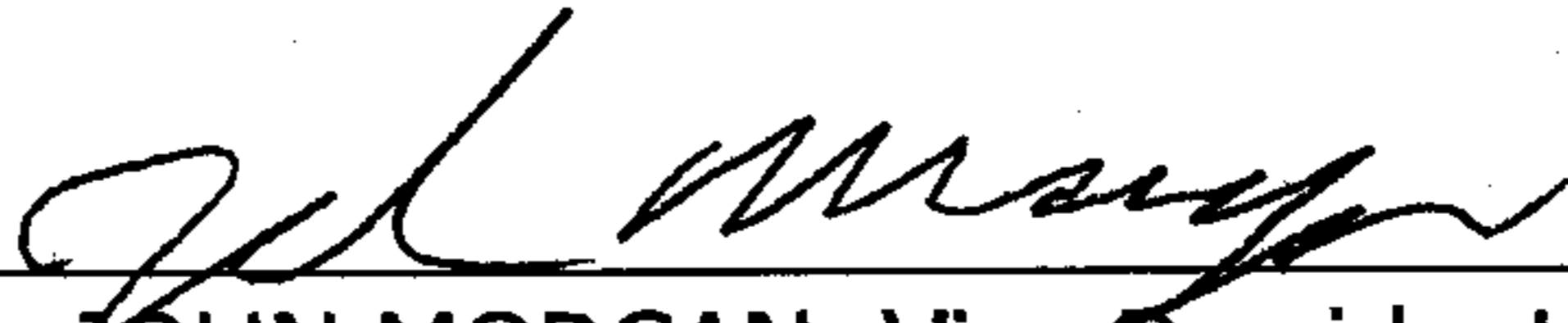
22. Trees having a diameter of six (6) inches or more, measured six (6) feet from above the base of the tree, shall not be cut, destroyed, bulldozed or mutilated except with the express written permission of the Board. Exceptions would be trees that are dead, damaged, and dangerous or that are inside the footprint of a new structure.

23. The use of gasoline or other internal combustion engines on the lake is prohibited. All boats must display a Lake Sheila boat registration decal.

24. The use of motorized lawn, garden, and maintenance equipment (including, but not limited to, electric and gasoline engines) shall not be used outdoors between the hours of 9:00 PM and 8:00 AM. (Generators during power outages are an exception.)

25. No dock which extends more than twenty-five (25) feet into Lake Sheila shall be constructed without the prior written consent on the Board, and such approval must be given in written form so as to be recorded in the Henderson County Registry.

IN TESTIMONY WHEREOF, the undersigned Vice President of the Board of Directors, having received the authority from the Board of Directors and the majority of the property owners with Lake Sheila Subdivision, does hereby execute these covenants.

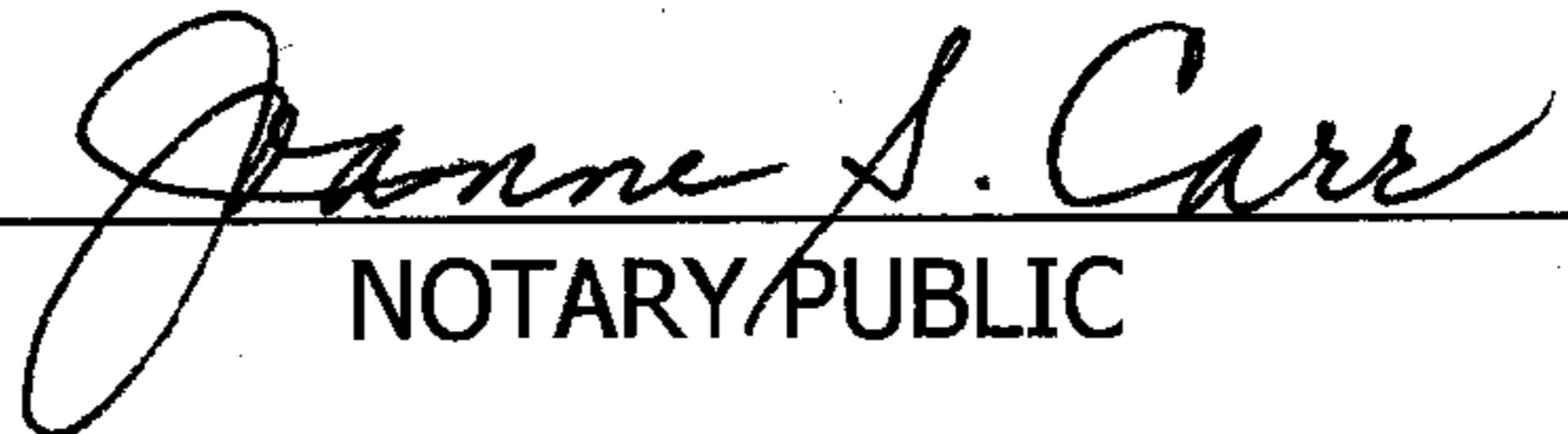

By: JOHN MORGAN, Vice President (Seal)

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Joanne S. Carr, a Notary Public in and for the above County and State, certify that JOHN MORGAN personally came before me this day and acknowledged that he is Vice President of Lake Sheila Property Owners Association, Inc., a North Carolina Non-Profit Corporation, and that he, as Vice President, being authorized to do so, executed the foregoing instrument on behalf of the Corporation.

WITNESS my hand and seal, this the 24th day of February, 2011.

My commission expires:
08/18/2015


NOTARY PUBLIC

