

Prepared by:  
Donald E. Jordan

**DECLARATION OF  
PROTECTIVE COVENANTS FOR 000442 513  
STEEL CREEK**

These Protective Covenants shall apply to the Steel Creek development, as acquired by Line Runner, a Partnership, by Deed recorded in Book 436, Page 376, of the Transylvania County Registry. These Covenants shall apply to all lots shown on plats within the Development, and shall run with the title to the lots even if not specifically referenced in Deeds.

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for private residential purposes, and no buildings shall be erected or brought onto any lot except the following: One single-family dwelling, one detached garage, one guest house, one barn, and one storage building (not exceeding 100 square feet in size). Businesses may be operated from the home as long as there is no signage and only occasional vendor and customer traffic. Modular homes will be allowed, subject to strict architectural control scrutiny. Mobile homes shall not be allowed. Lots may be partially cleared to create pastures, lawns, or gardens. Vegetable gardens shall not exceed ½ acre in size.

2. **DWELLING SIZE.** The principal dwelling on each lot shall have at least 1,500 square feet of enclosed and heated floor area on the ground floor, or 1,200 square feet for a dwelling of more than one story. A guest dwelling shall have at least 800 square feet of enclosed and heated space. No structure shall be more than 2½ stories in height on any side; and no part of a structure (or attachments to it) shall be more than 35 feet high, measured from the highest point where the structure contacts the ground.

3. **BUILDING LOCATION.** No building shall be located any nearer than forty feet from the lot line fronting on a road, nor nearer than twenty feet from the rear lot line, nor nearer than twenty feet from the side lot lines. Barns and storage buildings shall be located at least one hundred feet back from the road.

4. **LOT SIZE.** Lots may be re-subdivided into smaller lots, or consolidated into larger lots, or boundaries may be adjusted by adjoining owners, as long as no lot is created which is less than three acres in area. A lot containing a guest house shall not be subdivided so as to separate the guest house from the principal residence, unless the guest house meets the size requirements for a principal residence.

5. **ARCHITECTURAL CONTROL.** No building shall be erected or brought onto any lot until the construction plans and specifications have been approved by the Developer (or a property owners association) as to materials, harmony of external design with existing structures, location with respect to topography, and final grade elevation. No fence or wall shall be built unless similarly approved.

6. **PROPERTY OWNERS ASSOCIATION.** When the Developer has sold 70% of the lots in the Development (or sooner at Developer's discretion), responsibility for road maintenance and architectural control shall be turned over to an association of property owners. All property owners shall be members of the association upon its formation.

7. **APPROVAL OF PLANS.** All construction plans shall be submitted in writing in the form of drawings or blueprints. The approval or disapproval shall be in writing. Disapproval shall be specific and shall relate to the goal of maintaining harmony

000442 514

of design in the Development. If plans are not approved within 30 days after submission, approval shall be deemed to have been given, and construction may proceed.

8. **EASEMENTS.** Easements for utility lines and for drainage facilities are reserved within the road rights-of-way to be shown on any recorded plats, and along 10-foot wide strips lying five feet on each side of all side and rear lot lines.

9. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot. "Noxious or offensive" means anything the sight, smell or noise of which would offend neighbors of ordinary sensitivities, or unreasonably diminish their use and enjoyment of their own lots. Operation of loud motorbikes, trash outside of containers, junk cars and prolonged dog barking are all nuisances by this definition. These examples are intended to illustrate, rather than limit, the definition of nuisances.

10. **SIGNS.** Except for a single professionally made sign of not more than one square foot identifying the lot owner, or a single sign or not more than five square feet advertising the property for sale, there shall not be any signs of any kind displayed to the public view on any lot.

11. **ANIMALS.** Except for horses or household pets, no animal of any sort shall be raised or kept on any lot. No animals shall be kept or raised for commercial purposes. Horses must be kept in a securely fenced area of at least one acre per horse.

12. **ROAD USE.** All roads within Steel Creek are private, for the use of the Developer and of the owners of the various lots in Steel Creek. All lot owners shall have the appurtenant right to use the roads within Steel Creek and their continuation to Highway 276 for ingress and egress, and for the location of utilities. Except for the roadway connecting Steel Creek to Highway 276, none of the roads or lots may be used to access property outside of Steel Creek except with the written permission of the Developer.

13. **ROAD MAINTENANCE FEES.** Each lot owner shall be responsible for a pro-rata share of the cost of maintaining the roads within Steel Creek and their continuation to Highway 276, and for the cost of carrying out the lawful purposes of the Property Owners Association. The pro-rata share shall be calculated according to the number of platted lots in Steel Creek. The share of a vacant lot shall be one-half the rate for an improved lot. The Developer, after road construction has been completed, will pay a road maintenance fee based on the number of platted lots unsold. The minimum and initial annual fee is \$300. During any period in which the Association undertakes primary responsibility for maintaining the continuation of the access road through the adjoining Springbrook Subdivision, the Association shall collect from the property owners in Springbrook an equitable share of those costs. The contribution from each Springbrook property owner should be at least one third of the then prevailing per lot assessment in Steel Creek. The road maintenance fee shall be paid in advance for each year on the first day of January, and shall become overdue on the first day of March. Unpaid assessments shall bear interest at the legal rate, and shall be a lien upon the lot, which may be filed and enforced in the same manner as is provided by law for mortgages. In any litigation arising under these Covenants, the prevailing party shall recover from the other party all expenses incurred, including reasonable attorneys fees, calculated without regard to the amount in controversy.

14. **TERM.** These covenants are to run with the land, and shall be binding to and until August 31, 2028, after which date these covenants shall continue in effect unless an instrument executed by a majority of the owners of the lots is recorded, agreeing to

000442 515

abolish these Covenants in whole or in part. These Covenants may be amended at any time by an instrument signed by all owners of unplatted property and by the owners of a majority of the lots then platted within the Development.

The Developer has signed these Covenants on January 7, 1999.

LINE RUNNER, A North Carolina General Partnership

MRM, Inc., General Partner

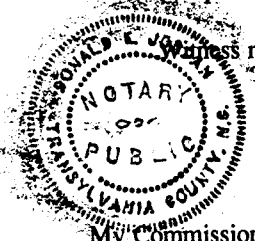
By: [Signature]  
Mike R. Meany, President



Peggy B. Bowers  
Secretary

STATE OF NORTH CAROLINA  
TRANSYLVANIA COUNTY

I, Donald E. Jordan, a Notary Public of said State and County, certify that Peggy B. Bowers personally appeared before me this day and acknowledged that (s)he is Ass't. Secretary of MRM, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, as General Partner in Line Runner, the foregoing instrument was signed in the corporate name by its President, sealed with its corporate seal, and attested by its Ass't. Secretary.



Witness my hand and official seal this 7 day of January, 1999.

[Signature]  
Notary Public

My Commission expires: 11/22/99

The foregoing certificate of Donald E. Jordan, Notary Public, is certified to be correct. Let the instrument with the certificate be recorded. This instrument was presented for recording in the office of the Register of Deeds of Transylvania County, North Carolina, and recorded in Deed Book 442, Page 513, this the 7 day of January, 1999, at 1:00 p.M.

[Signature]  
Register of Deeds  
Transylvania County, North Carolina  
[Signature]  
Rep's

000455

000454

AMENDMENT TO COVENANTS

*return to  
Don Jordan*

STEEL CREEK

This Amendment is made as of July 15, 1999 to the Declaration of Restrictive Covenants for Steel Creek.

RECITALS:

A. The Declaration of Restrictive Covenants for Steel Creek is recorded in Book 442, Page 513 of the Transylvania County Registry.

B. The Declaration provides that it can be amended by an instrument signed by the owner of unplatted parcels in the Development, and by a majority of the owners of platted lots in the Development.

AMENDMENT:

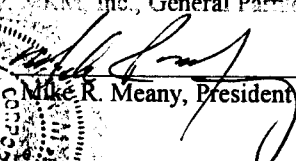
The following sentence is added to Paragraph 3 of the Covenants:


With respect to any lots or parcels where the lot line is within a right of way for a road, no building shall be located any nearer than thirty-five feet from the edge of the road right of way.

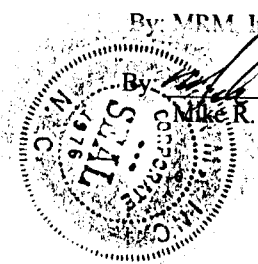
This Amendment may be executed in multiple counterparts, with the signature page from each attached for purposes of recording.

LENE RUNNER, a North Carolina General Partnership

By: MRM, Inc., General Partner

By:   
Mike R. Meany, President

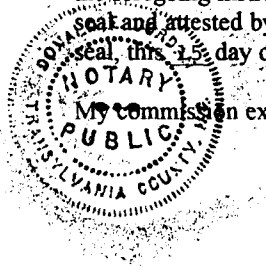
Attest:   
Peggy B. Bowers  
Assistant Secretary



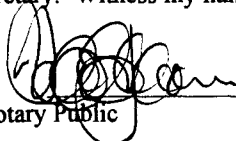
000455 000455

NORTH CAROLINA  
TRANSYLVANIA COUNTY

I, Donald E. Jordan, a Notary Public for Transylvania County, North Carolina, certify that Peggy B. Bowers personally appeared before me this day and acknowledged that she is the Assistant Secretary of MRM, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, as General Partner in Line Runner, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Assistant Secretary. Witness my hand and official stamp or seal, this 25 day of July, 1999.



My commission expires: 11/22/99

  
Notary Public

Filed for registration on the 11 day of Oct  
1999 at 9:00 o'clock A. M. and registered and  
verified on the 11 day of Oct 1999  
in Book No: 455 of page 454

Vickie L Edwards  
Register of Deeds, Transylvania County  
By: Beth C Sales, Deputy

STATE OF NORTH CAROLINA TRANSYLVANIA COUNTY  
The foregoing certificate of Donald E Jordan  
a Notary Public ( ) of the  
State and County designated, is (are) certified to  
be correct,  
This 11 day of Oct, 1999

Vickie L Edwards  
Register of Deeds  
By: Beth C Sales

000455

000456

**SIGNATURE PAGE**

**FIRST AMENDMENT TO STEEL CREEK COVENANTS**

The property owners signing below agree to the terms of the Amendment to the Declaration of Protective and Restrictive Covenants for Steel Creek dated July 15, 1999, and this Signature Page may be attached to the Amendment.

Dated: August 21<sup>st</sup>, 1999

Jack H. Rosenbrock  
Jack H. Rosenbrock

Theresa E. Rosenbrock  
Theresa E. Rosenbrock

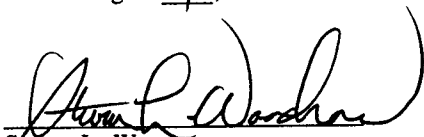
000455 000457

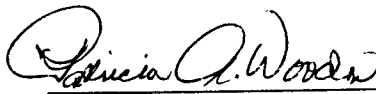
**SIGNATURE PAGE**

**FIRST AMENDMENT TO STEEL CREEK COVENANTS**

The property owners signing below agree to the terms of the Amendment to the Declaration of Protective and Restrictive Covenants for Steel Creek dated July 15, 1999, and this Signature Page may be attached to the Amendment.

Dated: August 14, 1999

  
Steven L. Woodrow

  
Patricia A. Woodrow


000455 000458

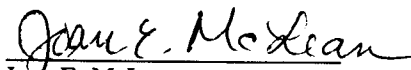
**SIGNATURE PAGE**

**FIRST AMENDMENT TO STEEL CREEK COVENANTS**

The property owners signing below agree to the terms of the Amendment to the Declaration of Protective and Restrictive Covenants for Steel Creek dated July 15, 1999, and this Signature Page may be attached to the Amendment.

Dated: August 7, 1999

  
Lawrence E. McLean

  
Joan E. McLean



000455


000459

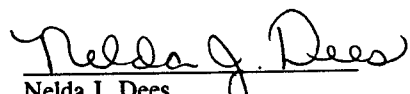
**SIGNATURE PAGE**

**FIRST AMENDMENT TO STEEL CREEK COVENANTS**

The property owners signing below agree to the terms of the Amendment to the Declaration of Protective and Restrictive Covenants for Steel Creek dated July 15, 1999, and this Signature Page may be attached to the Amendment.

Dated: August 9, 1999

  
\_\_\_\_\_  
Michael A. Dees

  
\_\_\_\_\_  
Nelda J. Dees

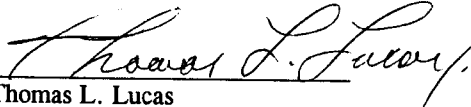
00455 000460

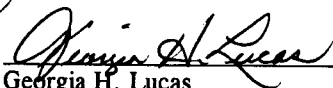
**SIGNATURE PAGE**

**FIRST AMENDMENT TO STEEL CREEK COVENANTS**

The property owners signing below agree to the terms of the Amendment to the Declaration of Protective and Restrictive Covenants for Steel Creek dated July 15, 1999, and this Signature Page may be attached to the Amendment.

Dated: August 9, 1999

  
Thomas L. Lucas

  
Georgia H. Lucas

000455

000461

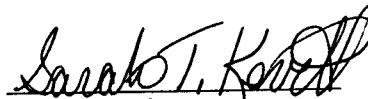
**SIGNATURE PAGE**

**FIRST AMENDMENT TO STEEL CREEK COVENANTS**

The property owners signing below agree to the terms of the Amendment to the Declaration of Protective and Restrictive Covenants for Steel Creek dated July 15, 1999, and this Signature Page may be attached to the Amendment.

Dated: August 30, 1999

  
Wayne D. Kevitt

  
Sarah T. Kevitt

Sept, 30

1999

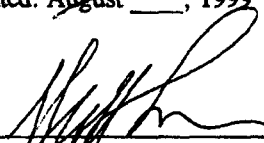
000455 000462

**SIGNATURE PAGE**

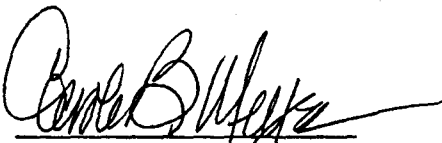
**FIRST AMENDMENT TO STEEL CREEK COVENANTS**

The property owners signing below agree to the terms of the Amendment to the Declaration of Protective and Restrictive Covenants for Steel Creek dated July 15, 1999, and this Signature Page may be attached to the Amendment.

Dated: <sup>Sept 11</sup> August \_\_, 1999



J. Scott Meyer, Trustee



Carole B. Meyer, Trustee

As Co-Trustees of the Meyer Family Trust under Agreement dated October 6, 1993

DEJ ✓

000100 000741

**SECOND AMENDMENT TO PROTECTIVE COVENANTS  
FOR STEEL CREEK**

Pursuant to the powers of amendment reserved to owners in Steel Creek under the Protective Covenants recorded in Book 442, Page 513, Transylvania County Registry, the following amendments are adopted, effective May 1, 2002:

**1. The following sentence is added to Paragraph 1:**

Camping in Steel Creek, which shall include residents or guests sleeping in camping trailers or motor homes, shall be limited to an aggregate of fourteen nights per calendar year.

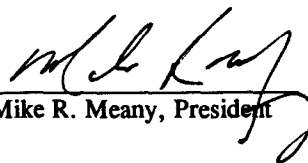
**2. The following sentences are added to Paragraph 5:**

Residences must be completed and a certificate of occupancy issued within fifteen months after the initial building permit is issued.

**3. The following new Paragraph 15 is added:**

**15. ENFORCEMENT.** The Steel Creek Development shall be subject to the North Carolina Planned Community Act, Chapter 47F of the North Carolina Statutes. In the event of a Covenant violation, the Board of Directors of the Association shall have the power to levy a fine of up to \$50 per day against the offending property owners. The procedure for levying a fine shall be the same as set forth in the Act.

I certify that I am the President of the Steel Creek Property Owners Association, and that these Amendments were adopted by a majority of the owners in Steel Creek. Signature pages are attached.

  
Mike R. Meany, President

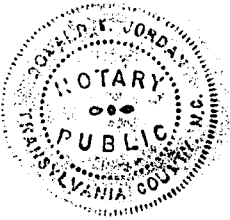
000100  
000742

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Donald E. Jordan, a Notary Public of the County and State aforesaid, certify that Mike R. Meany, as President of Steel Creek Property Owners Association personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 6 day of May, 2002.

  
\_\_\_\_\_  
Notary Public

My commission expires: Aug. 30, 2004




STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

The foregoing certificate \_\_\_\_\_ of Donald E. Jordan

Notar(y) (ies) Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 100, Page 741

This 7 day of May, 2002 at 11:20 o'clock A.M.

  
\_\_\_\_\_  
Register of Deeds  
By: Cindy M. Dewberry, Asst.  
Deputy Register of Deeds

000100 000743

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 4-18, 2002

Jack H Rosenbruch  
Printed name: JACK H Rosenbruch

000100  
000744

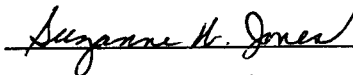
**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: April 23, 2002

  
\_\_\_\_\_

Printed name: WILLIAM K. JONES

  
\_\_\_\_\_

SUZANNE W. JONES

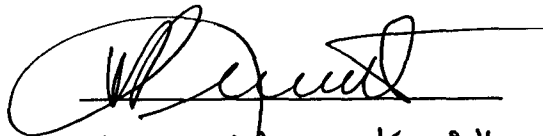


000100 000745

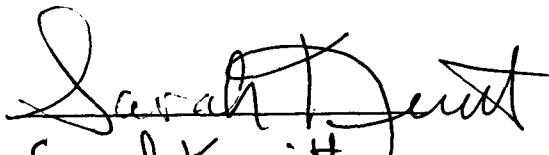
**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 4/23, 2002



Printed name: Wayne Keitt



Sarah Keitt

000100  
000746

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 3-29, 2002

*Don Q Brown*  
Printed name: Don Brown

*Sandra Brown*  
Sandra Brown

000100 000747

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 4-17, 2002

Don J. Brown  
Printed name: DON J. BROWN

Sandra D. Brown  
Sandra D. BROWN

000100  
000748

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 3/27, 2002

Jerry R. Brown  
Printed name: Jerry R. Brown

\_\_\_\_\_  
\_\_\_\_\_

000100 000749

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 3/27/02, 2002

Jerry R. Brown  
Printed name: JERRY R. BROWN

\_\_\_\_\_  
\_\_\_\_\_

000100  
000750

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: March 27th, 2002

Sharon E. Brown

Printed name: Sharon E. Brown

000100 000751

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: March 27<sup>th</sup>, 2002

Sharon E. Brown

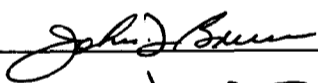
Printed name: Sharon E. Brown - Trustee

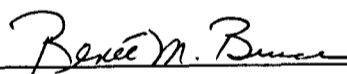
000100  
000752

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 3/27, 2002

  
Printed name: JOHN D. BRUCE

  
RENEE M. BRUCE



000100 000753

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: April 16, 2002

M. Karen Clarke

Printed name: M. Karen Clarke

\_\_\_\_\_  
\_\_\_\_\_

000100  
000754

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: March 29 2002

William A. Coger  
Printed name: William A. Coger

Chloe Coger  
Chloe Coger


000100

000755

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 4-8, 2002



Printed name: Michael A. Dees



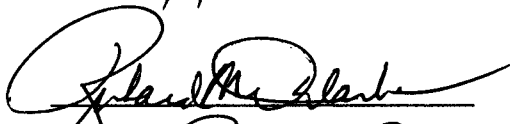
Nelda Dees


000100  
000756

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 4/1/, 2002

  
Printed name: RICHARD M. DEARBER

  
Printed name: JANE DEARBER



EUGENIA MOZLEY  
Notary Public Cobb County, Georgia  
My Commission Expires August 4, 2002

000100 000757

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 3/26, 2002

Jean Judge \_\_\_\_\_  
Printed name: JEAN JUDGE \_\_\_\_\_

000100  
000758

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 3/27/, 2002

Printed name: Judith Kadden Judith Kadden

000100

000759

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 4/3/, 2002

*Thomas L. Lucas Jr.*      *Georgia H. Lucas*

Printed name: Thomas L. Lucas Jr.      Georgia H. Lucas

000100  
000760

12ac

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 3-26, 2002

Line Runner by Mike Goshing LP  
Printed name: Line Runner by Mike R. Henry A.P.



835 AC  
000100 000761

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 3-26, 2002

Ann R. ... A.P.

Printed name: Ann R. ... A.P.

000100  
000762

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 4-1, 2002

T.L. Mason  
Printed name: T.L. MASON

Charlotte Mason  
Charlotte Mason

000100 000763

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: April 17, 2002

Lauren E. McLean

Printed name: McLean

Joan E. McLean

JOAN E. McLEAN

000100  
000764

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 3-26-, 2002

*Mike Keane*

Printed name: Mike Keane

000100 000765

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: March 27, 2002

Vicki Sperry

Printed name: Vicki Sperry

\_\_\_\_\_

\_\_\_\_\_

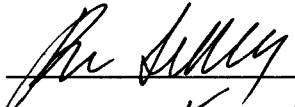
000100

000766

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: April 2, 2002

  
\_\_\_\_\_  
Printed name: KAREN TEKULSKY \_\_\_\_\_

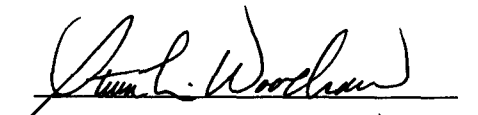
000100


SIGNATURE PAGE - SECOND COVENANT AMENDMENT

000767

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: April 8, 2002

  
Printed name: Steven L. Woodrow

  
Printed name: Patricia A. Woodrow

000100  
000768

**SIGNATURE PAGE - SECOND COVENANT AMENDMENT**

The following owner(s) in Steel Creek is signing below to evidence consent to the attached Second Amendment to the Protective Covenants for Steel Creek:

Dated: 4-24, 2002

Thomas B. Eison \_\_\_\_\_

Printed name: Thomas B. Eison \_\_\_\_\_





**2022004767**

TRANSYLVANIA CO, NC FEE \$112.00  
PRESENTED & RECORDED:

07-26-2022 11:30:12 AM

BETH C LANDRETH  
REGISTER OF DEEDS  
BY: DELIA MCCALL  
DEPUTY REGISTER OF DEEDS

**BK: DOC 1046**

**PG: 455-478**

PREPARED BY AND RETURN TO:

Steel Creek POA Board of Directors

P.O. Box 44

Cedar Mountain, NC 28718

**STATE OF NORTH CAROLINA**

**THIRD AMENDMENT TO  
DECLARATION OF PROTECTIVE  
COVENANTS FOR STEEL CREEK**

**COUNTY OF TRANSYLVANIA**

**(Rental)  
(Future Amendment)**

**THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK**, (the "Amendment") is made and entered into this the 25<sup>th</sup> day of July, 2022, by and between the Steel Creek Property Owners Association, a North Carolina non-profit corporation (the "Association"), the undersigned owners of real property located within the subdivision known as Steel Creek (the "Subdivision") as the same is more particularly described herein, and all present and future owners of lots and other properties within the Subdivision (collectively the "Owners"); the Association and Owners being sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WITNESSETH:**

**WHEREAS**, the Subdivision is subject to and governed by that certain Declaration of Protective Covenants for Steel Creek recorded in Book 442, at Page 513 of the Transylvania County, North Carolina Registry (the "Original Declaration"), as the same has been subsequently amended, including, without limitation, that certain Amendment to Covenants, Steel Creek, recorded in Book 455, at Page 454, of said Registry, and that certain Second Amendment to Protective Covenants for Steel Creek recorded in Document Book 100, at Page 741 of said Registry (collectively the "Declaration"); and,

**WHEREAS**, the Parties have determined that the rental of Dwellings within the Subdivision on a short-term basis is not consistent with the nature and character of the Subdivision, is not consistent with the expectation of the Parties when they purchased their homes and properties within the Subdivision, and that such rentals place an unreasonable burden on the Common Areas and infrastructure within the Subdivision; and,

**WHEREAS**, the Parties desire to amend the Declaration to restrict the rental of dwellings within the Subdivision as provided herein; and,

**WHEREAS**, the Parties further desire to clarify and amend the procedure for the adoption of future amendments to the Declaration to be consistent with the Act, as otherwise provided herein;

**WHEREAS**, it is the intent of the Parties that this Amendment be adopted pursuant to Section 2-117 of Chapter 47F of the North Carolina General Statutes, such chapter being commonly referred to as the North Carolina Planned Community Act (the "Act"); and,

**WHEREAS**, in accordance with the Act, this Amendment has been approved and executed by Owners representing greater than sixty-seven percent (67%) of all votes of the Association.

**NOW, THEREFORE**, for and in consideration of the premises, the mutual advantage and benefit to all the present and future owners of Lots and properties within the Subdivision, the Declaration is hereby amended as follows:

1. **Amendment**. The last sentence of Paragraph 14 is hereby deleted in its entirety, and in lieu thereof the following is inserted:

14. **Term**. The Declaration may be modified or amended, in whole or part, by the affirmative vote, or execution of a written instrument, by Lot owners to which at least sixty seven percent (67%) of the votes of in the Association are allocated.

2. **Rental**. The following is hereby added to the Declaration as an additional, new Section 15:

15. **Rentals; Minimum Rental Period**. To preserve the nature and character of the Subdivision as an owner-occupied residential community, the leasing or renting of dwellings within the Subdivision is restricted as follows:

(a) No dwelling, including, without limitation a guesthouse located on a Lot, may be Leased or Rented for a term of less than six (6) months in duration (the "Minimum Rental Period"). Termination of a Lease prior to expiration of the Minimum Rental Period by either the Owner or tenant for any reason shall not entitle the Owner to re-let the dwelling until following the expiration of the Minimum Rental Period applicable to the original tenancy.

(b) A guesthouse or second dwelling on a Lot may be Leased or Rented separately from the primary dwelling on the Lot. Provided, however that any concurrent Lease or Rental of the primary and second dwelling shall be for the same term.

For the purposes of this Declaration, "Leasing" or "Renting" shall be defined as the occupancy of a dwelling by any person other than its Owner or an immediate family member of the Owner, for which the Owner receives any consideration or benefit, including a fee, service, barter, or otherwise. For the avoidance of doubt, the following shall not be considered Leasing or Renting of the dwelling: 1) Occupation of a dwelling by a bona-fide roommate of the Owner, 2) Occupation of a dwelling by a caretaker for Owner(s) or Owner's property and 3) Occupation of a dwelling by a house sitter during any period while the Owner is traveling or not otherwise occupying the dwelling.

(c) The Owner shall cause all tenants to comply with the terms and conditions of this Declaration and all duly adopted rules and regulations of the Association. If the event of a violation thereof by a tenant, the Owner shall be and remain subject to sanction as otherwise provided herein and, in the Act, including, without limitation, the imposition of fines and other charges.

(d) Without limiting the authority of the Board to establish rules and regulations as otherwise permitted in the Declaration and Bylaws of the Association, or otherwise in accordance with applicable law, the Parties specifically acknowledge and agree that the Board of Directors of the Association shall have the power and authority to make and enforce rules and regulations with respect to the rental of dwellings and other properties within the Subdivision which are not inconsistent with the restrictions contemplated herein.

Except as otherwise specifically provided herein, all capitalized terms contained within this Amendment shall be deemed to have the same meaning as that set forth in the Declaration. Except as amended in accordance with this Amendment, the Declaration shall be and remain the same.

(Signatures appear on following pages)

IN WITNESS WHEREOF, the Association and the undersigned Owners have caused the due execution of the foregoing Third Amendment to Declaration of Protective Covenants for Steel Creek to be effective as of the day and year first above written.

STEEL CREEK PROPERTY OWNERS' ASSOCIATION, INC, a North Carolina non-profit corporation

By: [Signature]

Print Name: John F. (Fred) Sperry, President

Attest:

[Signature]

Print Name: J. Scott Meyer, Vice President

\*\*\*\*\*

STATE OF North Carolina

COUNTY OF Transylvania

I, Sterling N. Owen, Notary Public for said County and State, certify that John F. Sperry personally appeared before me this day and acknowledged that he/she is Secretary of Steel Creek Property Owners Association, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

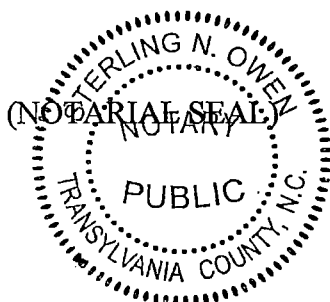
WITNESS my hand and official stamp or seal, this the 18 day of July, 2022

My Commission Expires:

6-29-2024

[Signature]

Sterling N. Owen, Notary Public



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lots identified as Parcel 8593-72-3778-000 recorded in Book # 971 Page #589 within the Steel Creek Subdivision and executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

[Signature] (SEAL)

[Signature] (SEAL)

Peter C Diepeveen

Kelly M Diepeveen

STATE OF NC

COUNTY OF Transylvania

The undersigned Notary Public for the aforesaid County and State, does hereby certify that Peter C Diepeveen and Kelly M. Diepeveen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 7 day of July, 2022

My Commission Expires: August 24, 2023

[Signature]  
Jessica L. Fubanks, Notary Public

(NOTARIAL SEAL)

OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lot identified as Parcel 8593-56-7555-000 recorded in Book # 997 Page 609 within the Steel Creek Subdivision and are executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

Samuel C Edney (SEAL)  
Samuel C Edney

Eda P. Edney (SEAL)  
Eda P. Edney

STATE OF NC  
COUNTY OF TRANSYLVANIA

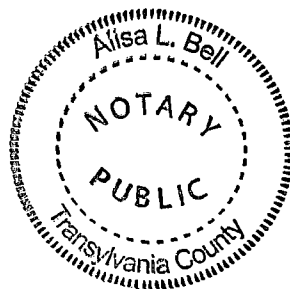
The undersigned Notary Public for the aforesaid County and State, does hereby certify that Samuel C. Edney and Eda P. Edney personally appeared before methis day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 5<sup>th</sup> day of July, 2022.

My Commission Expires:  
4/20/26

Alisa L. Bell  
Alisa L. Bell, Notary Public

(NOTARIAL SEAL)



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned is the owners of one (1) Lot identified as Parcel 8593-74-9501-000 recorded in Book # 35 Page 326 within the Steel Creek Subdivision and is executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

Trustee makes the following certifications with respect to the Susan M Eison dated June 20, 1990:

- 1. The Trust has not been revoked and remains in full force and effect.
- 2. Tom Eison is the sole Trustee of the Trust
- 3. The Trust provides the Trustee with the power to execute this Amendment to the Declaration Of Protective Covenants For Steel Creek.

Susan M Eison Trust dated June 20, 1990

By: Thomas B. Eison (SEAL)

Tom Eison, Trustee

STATE OF South Carolina

COUNTY OF Spartanburg

The undersigned Notary Public for the aforesaid County and State, does hereby certify that Tom Eison, as Trustee for the Susan M. Eison Trust dated June 20, 1990 personally appeared before methis day and acknowledged the due execution of the foregoing instrument.

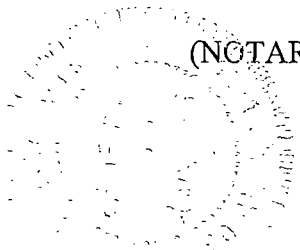
My Commission Expires:

WITNESS my hand and official stamp or seal, this the 20<sup>th</sup> day of July, 2022.

February 26, 2023

Clegg J. Taylor, Notary Public

(NOTARIAL SEAL)



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned is the owner of two (2) Lots identified as Parcel 8593-96-4484-000 recorded in Book #323 Page 808 and Parcel 8593-97-1820-000 recorded in Book #45 Page 70 within the Steel Creek Subdivision and is executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

Jean D Judge (SEAL)  
Jean D Judge, unmarried

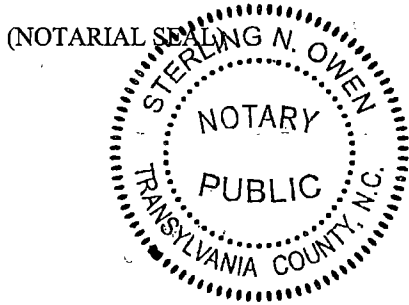
STATE OF North Carolina  
COUNTY OF Transylvania

The undersigned Notary Public for the aforesaid County and State, does hereby certify that Jean D Judge personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 25 day of May, 2022

My Commission Expires: 6-29-2024

Sterling N. Owen, Notary Public





~~SAMPLE OWNER SIGNATURE PAGE~~

OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lot(s) identified as Parcel 8593-76-4232-000 recorded in Book 442 Page 779 within the Steel Creek Subdivision and are executing this Amendment #3 to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

[Signature] (SEAL)

Owner

[Signature] (SEAL)

Co-Owner

STATE OF North Carolina  
COUNTY OF Transylvania

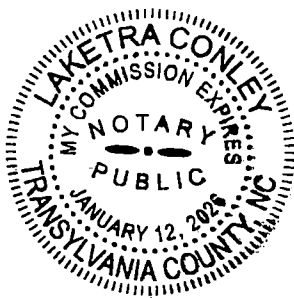
The undersigned Notary Public for the aforesaid County and State, does hereby certify that Wayne Keritt and Sarah Keritt personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 3<sup>rd</sup> day of June, 2021.

My Commission Expires: 1/12/2026

[Signature]  
Laketra Conley Notary Public

(NOTARIAL SEAL)



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lot identified as Parcel 8593-56-8876-000 recorded in Book # 40 Page 325 within the Steel Creek Subdivision and are executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

Thomas L. Mason (SEAL)      Charlotte Mason (SEAL)

Thomas L Mason

Charlotte Mason

STATE OF North Carolina

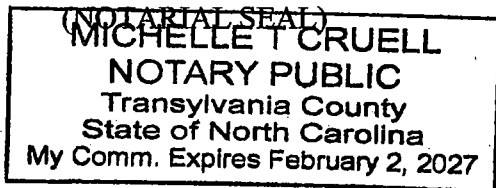
COUNTY OF Transylvania

The undersigned Notary Public for the aforesaid County and State, does hereby certify that Thomas L Mason & Charlotte Mason personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 6 day of May, 2022.

My Commission Expires: 2.2.27

Michelle T Cruell  
Michelle T Cruell, Notary Public



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lot identified as Parcel 8593-62-8830-000 recorded in Book # 511 Page 340 within the Steel Creek Subdivision and are executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

Marshall F McCallie (SEAL)

Marshall F McCallie

Amye G McCallie (SEAL)

Amye G McCallie

STATE OF NC  
COUNTY OF Transylvania

The undersigned Notary Public for the aforesaid County and State, does hereby certify that Marshall F & Amye G McCallie personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 3rd day of May, 2022.

My Commission Expires: 2/10/2027

Kimberly Michelle Burns  
Kimberly Michelle Burns Notary Public

(NOTARIAL SEAL)

Kimberly Michelle Burns  
NOTARY PUBLIC  
Transylvania County  
North Carolina  
My Commission Expires 02/10/2027

OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lots identified as Parcel 8593-78-2262-000 recorded in Book # 986 Page 200 within the Steel Creek Subdivision and are executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

*John Matthew Millen* (SEAL)  
John Matthew Millen

*Anissa Alice Millen* (SEAL)  
Anissa Alice Millen

STATE OF SC

COUNTY OF York

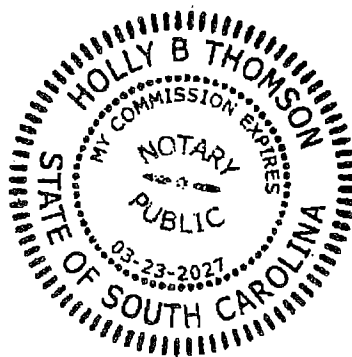
The undersigned Notary Public for the aforesaid County and State, does hereby certify that John Matthew Millen and Anissa Alice Millen personally appeared before methis day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 2<sup>nd</sup> day of May, 2022.

My Commission Expires:  
3/23/2027

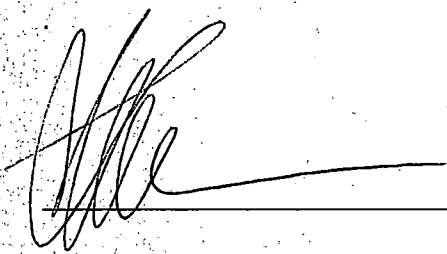
*Holly B. Thomson*  
Holly B. Thomson, Notary Public

(NOTARIAL SEAL)



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned is the owner of two (2) Lots identified as Parcel 8593-66-8106-000 recorded in Book # 14 Page 464 and Parcel 8593-87-0226-000 recorded in Book # 326 Page 519 within the Steel Creek Subdivision and is executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.



(SEAL)

Linda Melrose, unmarried

STATE OF

NC

COUNTY OF

Transylvania

The undersigned Notary Public for the aforesaid County and State, does hereby certify that Linda M Williams Melrose personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 1 day of July, 2022.

My Commission Expires:

2/10/27

Kimberly Michelle Burns  
Kimberly Michelle Burns Notary Public

(NOTARIAL SEAL)

Kimberly Michelle Burns  
NOTARY PUBLIC  
Transylvania County  
North Carolina  
My Commission Expires 02/10/2027

OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lot identified as Parcel 8593-75-5702-000 recorded in Book # 42 Page 482 within the Steel Creek Subdivision and are executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

[Signature] (SEAL)

Linda Melrose, unmarried

[Signature] (SEAL)

Dixie Card, unmarried

STATE OF NC

COUNTY OF Transylvania

The undersigned Notary Public for the aforesaid County and State, does hereby certify that Linda Melrose and Dixie Card personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 22 day of July, 2022.

My Commission Expires: August 24 2023

[Signature]  
Jessica L. Eubanks, Notary Public



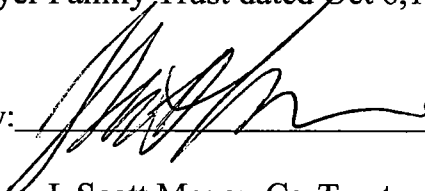
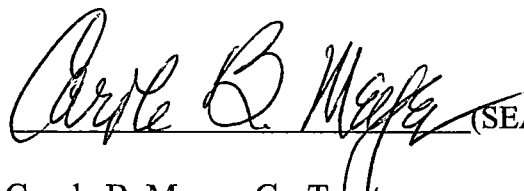
OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lot identified as Parcel 8593-66-5725-000 recorded in Book # 442 Page 513 within the Steel Creek Subdivision and is executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

Trustee makes the following certifications with respect to the Meyer Family Trust dated October 6,1993:

- 1. The Trust has not been revoked and remains in full force and effect.
- 2. J. Scott Meyer and Carole B. Meyer are the sole Trustees of the Trust
- 3. The Trust provides the Trustee with the power to execute this Amendment to the Declaration Of Protective Covenants For Steel Creek.


Meyer Family Trust dated Oct 6,1993

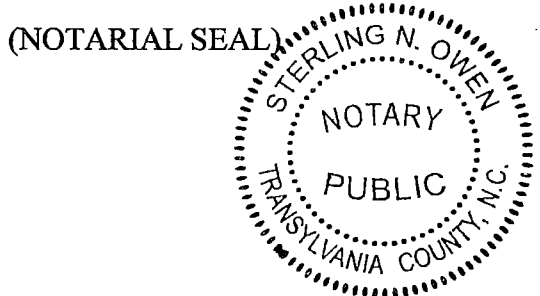
By:  (SEAL)  (SEAL)  
 J. Scott Meyer, Co-Trustee Carole B. Meyer, Co-Trustee

STATE OF North Carolina  
 COUNTY OF Transylvania

The undersigned Notary Public for the aforesaid County and State, does hereby certify that J. Scott Meyer and Carole B. Meyer as Co-Trustees of Meyer Family Trust dated October 6, 1993 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

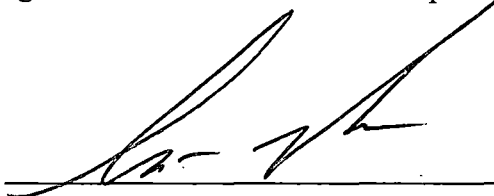
WITNESS my hand and official stamp or seal, this the 8<sup>th</sup> day of June, 2022.

My Commission Expires: 6-29-2024  
, Notary Public




OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lot identified as Parcel 8593-85-0833-000 recorded in Book # 933 Page 345 within the Steel Creek Subdivision and are executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

 (SEAL)

Stephen F Robertson

 (SEAL)

Dawn L Robertson


STATE OF North Carolina

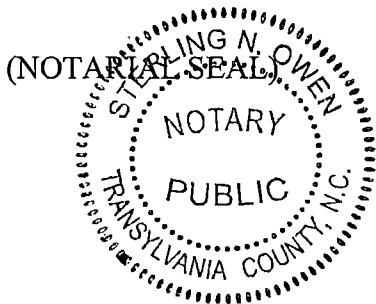
COUNTY OF Transylvania

The undersigned Notary Public for the aforesaid County and State, does hereby certify that Stephen Robertson and Dawn Robertson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 14 day of July, 2022.

My Commission Expires: 6-29-2024

  
Sterling N. Owen, Notary Public





OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lot identified as Parcel 8593-73-4507 and recorded in Book 953 Page 295 within the Steel Creek Subdivision and are executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

Scherer Realty LLLP, a Florida limited liability partnership

By: *Anne E. Scherer* (SEAL)

Anne E. Scherer, President

STATE OF Florida  
COUNTY OF Broward

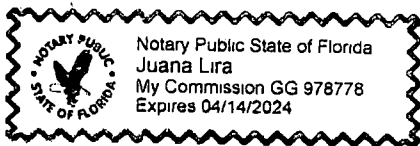
The undersigned Notary Public for the aforesaid County and State, does hereby certify that Anne E. Scherer as President on behalf of Scherer Realty LLLP, a Florida limited liability partnership personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 4<sup>th</sup> day of May, 2022.

My Commission Expires:  
4/14/24

*[Signature]*  
5/4/22 Notary Public

(NOTARIAL SEAL)



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owner of two (2) Lots identified as Parcel 8593-64-6489-000 recorded in Book # 1017 Page 431 and Parcel 8593-89-9191-000 recorded in Book # 1018 Page 166 within the Steel Creek Subdivision and is. executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

[Signature] (SEAL)

William R. Scherer

[Signature] (SEAL)

Anne E. Scherer

STATE OF Florida  
COUNTY OF Broward

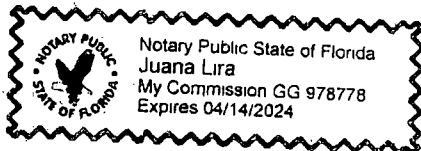
The undersigned Notary Public for the aforesaid County and State, does hereby certify that William Scherer + Anne Scherer personally appeared before methis day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 4<sup>th</sup> day of May, 2022.

My Commission Expires: 4/14/24

[Signature]  
5/4/22, Notary Public

(NOTARIAL SEAL)



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lot identified as Parcel 8593-67-6781-000 recorded in Book #343 Page 647 within the Steel Creek Subdivision and are executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

Charles E. Sperry (SEAL) Sylvia L. Sperry (SEAL)  
Charles E. Sperry Sylvia L. Sperry

STATE OF Florida  
COUNTY OF Broward

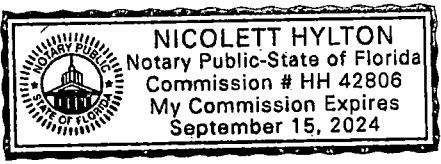
The undersigned Notary Public for the aforesaid County and State, does hereby certify that CHARLES + SYLVIA SPERRY personally appeared before methis day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 2 day of May, 2022.

My Commission Expires: 9-15-24

[Signature], Notary Public

(NOTARIAL SEAL)



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lot identified as Parcel 8593-67-2470-000 recorded in Book # 941 Page 31 within the Steel Creek Subdivision and are executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

Charles E. Sperry (SEAL)  
Charles E. Sperry

Sylvia L. Sperry (SEAL)  
Sylvia L. Sperry

Christopher S. Sperry (SEAL)  
Christopher S. Sperry

Kristi A. Sperry (SEAL)  
Kristi A. Sperry

STATE OF Florida  
COUNTY OF Broward

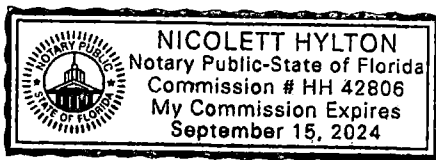
The undersigned Notary Public for the aforesaid County and State, does hereby certify that CHARLES, SYLVIA, CHRISTOPHER & KRISTI<sup>S</sup> SPERRY personally appeared before methis day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 2 day of May, 2022.

My Commission Expires: 9-15-24

[Signature], Notary Public

(NOTARIAL SEAL)



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned is the owner of one (1) Lot identified as Parcel 8593-67-9938-000 recorded in Book # 941 Page 34 within the Steel Creek Subdivision and is executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

[Signature] (SEAL)

Christopher S. Sperry

[Signature] (SEAL)

Kristi A. Sperry

STATE OF Florida

COUNTY OF Broward

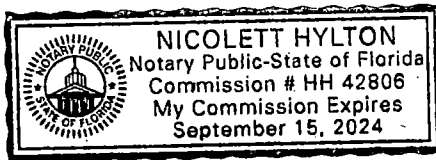
The undersigned Notary Public for the aforesaid County and State, does hereby certify that CHRISTOPHER + KRISTI SPERRY personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 2<sup>nd</sup> day of May, 2022.

My Commission Expires: 9-15-24

[Signature], Notary Public

(NOTARIAL SEAL)



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned is the owner of two (2) Lots identified as Parcel 8593-78-5643-000 recorded in Book # 661 Page 775 and Parcel 8593-89-1153-000 recorded in Book # 688 Page 152 within the Steel Creek Subdivision and is. executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

Trustee makes the following certifications with respect to the Sperry Family Trust dated November 11, 2004

1. The Trust has not been revoked and remains in full force and effect.
2. John F. Sperry is the sole Trustee of the Trust
3. The Trust provides the Trustee with the power to execute this Amendment to the Declaration Of Protective Covenants For Steel Creek.

John F. Sperry (SEAL)  
 John F. Sperry, Trustee  
 Residuary Trust under The Sperry Family  
 Revocable Trust dated November 11, 2004

STATE OF FLORIDA

COUNTY OF MANATEE

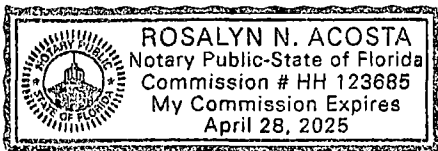
The undersigned Notary Public for the aforesaid County and State, does hereby certify that John F. Sperry as Trustee of Residuary Trust under the Sperry Family Revocable Trust dated November 11, 2004, personally appeared before methis day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 18 day of May, 2022.

My Commission Expires: 04-28-2025

Rosalyn N. Acosta  
ROSALYN N. ACOSTA, Notary Public

(NOTARIAL SEAL)



**OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK**

The undersigned are the owners of one (1) Lot identified as Parcel 8593-77-2135-000 recorded in Book # 102 Page 708 within the Steel Creek Subdivision and are executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

*Russell L. Sweeney* (SEAL)

Russell L. Sweeney

*Patricia Nye Sweeney* (SEAL)

Patricia Nye Sweeney

STATE OF *North Carolina*

COUNTY OF *Transylvania*

The undersigned Notary Public for the aforesaid County and State, does hereby certify that *Russell L. Sweeney Patricia Nye Sweeney* personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

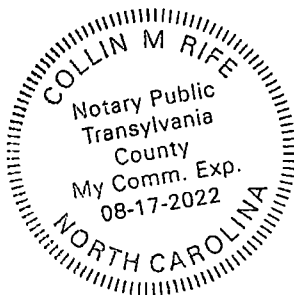
WITNESS my hand and official stamp or seal, this the *2* day of *May*, 2022.

My Commission Expires:

*08/17/2022*

*Collin M Rife*, Notary Public

(NOTARIAL SEAL)



OWNER SIGNATURE PAGE TO THIRD AMENDMENT to DECLARATION OF PROTECTIVE COVENANTS FOR STEEL CREEK

The undersigned are the owners of one (1) Lot identified as Parcel 8593-86-0920-000 recorded in Book # 326 Page 516, within the Steel Creek Subdivision and are executing this Amendment to the Declaration of Protective Covenants for Steel Creek for the purpose of evidencing their agreement to the same as contemplated in this instrument.

*Robert S Tyler*

(SEAL)

*Kathryn B Tyler*

(SEAL)

Robert S Tyler

Kathryn B Tyler

STATE OF North Carolina  
COUNTY OF Transylvania

The undersigned Notary Public for the aforesaid County and State, does hereby certify that Robert S Tyler - Kathryn B Tyler personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 3<sup>rd</sup> day of June, 2022.

My Commission Expires: 6-29-2024

*Sterling N. Owen*

Sterling N. Owen, Notary Public

(NOTARIAL SEAL)

