

2011002706

TRANSYLVANIA CO. NC FEE \$20.00
PRESENTED & RECORDED:

06-08-2011 10:17:50 AM

CINDY M OWNBEY

REGISTER OF DEEDS

BY KARIN SMITH

DEPUTY REGISTER OF DEEDS

BK: DOC 576

PG: 683-685



Prepared by: Gayle E. Ramsey

**AMENDMENT TO THE
DECLARATION OF
RESTRICTIVE AND PROTECTIVE COVENANTS
FOR CHIMNEY CREEK CONSERVATION ESTATES
RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS
FOR TRANSYLVANIA COUNTY IN DOCUMENT BOOK 516, PAGE 28**

This amendment is made and entered into this 7th day of June, 2011, by CHIMNEY CREEK PARTNERS, LLC, a North Carolina limited liability company (hereinafter referred to as "Developer").

WITNESSETH:

THAT, WHEREAS, Developer has recorded on October 5, 2009, in the office of the Register of Deeds for Transylvania County in Document Book 516, page 28, a certain Declaration of Restrictive and Protective Covenants (hereinafter referred to as the "Declaration") for the Development known as Chimney Creek Conservation Estates (hereinafter referred to as the "Development"); and

WHEREAS, Article 29 of the Declaration provides that the Declaration may be amended at any time and from time to time by the recordation in the office of the Register of Deeds for Transylvania County, North Carolina, of a written amendment to the Declaration signed by the owners of at least sixty-seven percent (67%) of the camps in the Development, and also by the Developer so long as the Developer shall own any camps which are subject to this Declaration; and

WHEREAS, Developer is now the owner of Camps 1 and 3 through 9 which constitute eight of the nine camps in the Development and is, therefore, the owner of more than sixty-seven percent (67%) of the camps in the Development, and wishes to amend the Declaration in the manner hereinafter set forth.

NOW, THEREFORE, Developer does hereby amend the Declaration by deleting Article 25A thereof in its entirety and substituting in lieu thereof a new Article 25A which shall read as follows:

**ARTICLE 25A
SPECIAL ADDITIONAL EASEMENTS RETAINED BY DEVELOPER**

The Developer reserves the right to construct the following easements to be utilized for the following purposes:

1. A 50 foot wide road and utility line easement and a 100 foot wide temporary construction easement for the purpose of constructing and maintaining a road and installing utility lines in order to provide an additional road and utility line connection from the Development to the public road running over and along the 50 foot wide road and utility line easement and the 100 foot wide construction easement shown on a plat recorded in Plat File 13, Slides 264-268, Records of Plats for Transylvania County, which extend across the area designated as "the Meadow" and also across portions of Camp 9 as shown on said plat and then continuing on to the public road across Parcel One containing 18 acres, more or less, as described in a deed from Stone to Chimney Creek Partners, LLC, recorded in the office of the Register of Deeds for Transylvania County in Document Book 420, page 46.

Notwithstanding the statements made in the notes set out on the first page of the recorded plat hereinabove referred to, certain portions of the road and utility line easements which extend across the southernmost areas of the Meadow and Camp 9 are wider than 50 feet for road and utility purposes and 100 feet for construction purposes and the correct widths thereof are and shall be those dimensions shown on Sheet 3 of said plat and the location of those portions of such easements which traverse the 18 acre tract of land which adjoins the Meadow on the southwest which is designated as Parcel One in the deed recorded in Document Book 420, page 46, shall be determined by the vote of the owners of a majority of the nine camps located in the Development.

2. Hiking trails across the Meadow and the Stream Buffer - Greenway area shown on the recorded plats of the Development together with the right to connect such hiking trails with the trail easements shown on said plats and to connect said trail easements with such other properties as the Developer may designate. Such trails and trail easements shall be for the benefit of such parties as Developer may designate. Although it shall have the right to do so, Developer assumes no obligation to construct or maintain any hiking trails in the Development.

IN WITNESS WHEREOF, Developer has executed this Amendment, this the day and year first above written.

CHIMNEY CREEK PARTNERS, LLC,
a North Carolina limited
liability company

By:  (SEAL)
ARTHUR G. FISHER,
Member-Manager

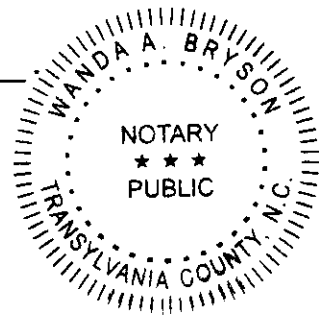
STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, a Notary Public of said State and County, do hereby certify that ARTHUR G. FISHER personally appeared before me this day and acknowledged that he is a member-manager of CHIMNEY CREEK PARTNERS, LLC, a North Carolina limited liability company, the limited liability company described in and which executed the foregoing instrument; that he executed said instrument in the name of said limited liability company by subscribing his name thereto; and that the instrument is the act and deed of said limited liability company.

WITNESS my hand and Notarial Seal, this the 7th day of June, 2011.

Wanda A Bryson
Notary Public

My Commission Expires: 9-29-13



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