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Fee Amt: \$26.00 Page 1 of 6
Jackson County, NC
Shandra Sims Register of Deeds
BK **2341** PG **351-356**

Please return to Erin F. Dunnuck, Esq., Dunnuck Law Firm, P.L.L.C., 16 Broad Street, Asheville, NC 28801

**STATE OF NORTH CAROLINA
COUNTY OF JACKSON**

REFERENCES: Deed Book 753, Page 96
Deed Book 724, Page 500
Deed Book 1497, Page 721
Deed Book 1605, Page 600
Deed Book 1727, Page 20
Deed Book 2196, Page 17
Deed Book 2196, Page 22
Deed Book 2229, Page 1242
Deed Book 2291, Page 1605

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PILOT MOUNTAIN**

THIS AMENDMENT made this day of 21st July, 2022, Pilot Mountain Homeowners Association, Inc., a North Carolina non-profit corporation; and

WHEREAS, Pilot Mountain Homeowners Association, Inc., ("Association") is the association of lot owners at Pilot Mountain, a residential community located in Jackson County, North Carolina; and

WHEREAS, the Association was established as a residential community which is organized, controlled and governed by the Declaration of Covenants, Conditions and Restrictions for Pilot Mountain as recorded in Deed Book 753 at Page 96, *et seq.*, in the Jackson County Registry of Deeds ("Declaration"), as amended, and the Bylaws of Pilot Mountain Homeowners Association, Inc. as recorded in Deed Book 724 at Page 500 in the Jackson County Registry of Deeds ("Bylaws"); and

WHEREAS, in accordance with the provisions of Article X of the Declaration, the lot owners adopted this amendment to the Declaration; and

NOW THEREFORE, the Declaration is hereby amended as follows:

Article II of the Declaration is amended by deleting Article II in its entirety and replacing it with the following Article II:

ARTICLE II
PROTECTIVE COVENANTS

1. Setbacks. No structure shall be placed or erected upon any lot that shall lie within fifteen (15) feet of any line of any line of the lot.
2. Minimum Dwelling Size. No single-family dwelling shall have less than six hundred (600) square feet of enclosed heated space (exclusive of any basement area) whether the same be enclosed and heated.
3. Construction. No buildings shall be moved on to any lot, and all construction shall be new construction. The exception of some prefabricated sheds and modular homes may be allowed pending the submission to and written approval of the Board. Plans must be submitted at least ninety (90) days in advance of proposed improvement.
4. Vehicles. No motor vehicles of any kind which are not in operating condition shall be parked in any unenclosed parking areas, including but not limited to, private driveways, Association roads or lots. A vehicle is not in operating condition if it is not running, has a flat or missing tire for ten (10) consecutive days or more or is not properly licensed and registered. Mobile homes, tiny homes and house trailers shall not be permitted in Pilot Mountain. No trucks, boats, trailers, automobiles or other vehicles shall be parked on any road or other non-Lot area within Pilot Mountain.
5. Nuisance. No nuisances shall be allowed In Pilot Mountain and no person shall engage in any use, practice, or activity upon such property which is noxious, offensive, or a source of annoyance to lot owners or which reasonably interferes with the peaceful possession and proper use of the property by any lot owner. The Board of Directors, in its sole discretion, shall have the power and authority to decide what acts or actions constitute a nuisance. All parts of Pilot Mountain shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage shall be allowed to accumulate, and no fire hazard shall be allowed to exist. Any lot owner (or his family, tenants, guests or agents) who shall dump or place any trash or debris upon any portion of Pilot Mountain shall be liable to the Association for the actual cost of removal thereof and the same shall be added to and become a part of the assessment next

coming due to which the lot owner is subject; or alternatively the Association may impose a fine against the lot owner for violation of this section. Nor shall any owner, his family, or lessees or licensees conduct a commercial business activity designed for profit, nor remove or alter any natural resources for profit. Only general clearing for construction of a dwelling within the guidelines set forth in this article II or for enhancement of the lot shall be permitted. No owner (or his family, tenants, guests or agents) shall be permitted to keep livestock for any intent and/or purposes on any lot in Pilot Mountain.

6. Garbage; Litter. No owner (or his family, tenants, guests or agents) shall burn trash, garbage, or other like household refuse without a permit from the Association. Storage, collection, and disposal of trash shall be in compliance with the rules set from time to time by the Association. No owner shall accumulate on his lot any form of junk, inoperable vehicle, litter, refuse, or other garbage (except in receptacles provided for that purpose).
7. Dwellings. There will be one (1) single family dwelling per lot. Smaller structures such as garages, storage buildings, etc., will be permitted.
8. Subdividing. With the exception of those portions of lots 72 and 73 removed from the Subdivision, no lots may be subdivided.
9. Conjoined. Owners of two (2) or more adjoining lots may combine them into one single lot with one (1) annual fee. The Board of Directors must be notified in writing of their intention and will have sixty (60) days from that date to record it at the Register of Deeds of Jackson County, North Carolina. Any expense incurred such as surveys and attorney's fees will be the owner's responsibility. Once conjoined, they may not be subdivide per Article II, section 8 nor have more than one (1) single family dwelling per Article II, section 7 and the conjoined lot shall be entitled to only one (1) vote in all Association matters.
10. Campers and Recreation Vehicles. No owner (or his family, tenants, guests or agents) shall place any recreational vehicle, (for example but not limited to, a camper, recreational vehicle, tow behind temporary living space, or building of a temporary character) on any property within Pilot Mountain to be used as a temporary or full-time residence.

Exceptions will be made if an owner is building a house on the property and a valid building permit is clearly posted and the house is actively under construction for no longer than one (1) year. The owner will need to contact the Board in writing with the projected timeline of construction and plan of waste disposal and obtain written permission from the Board prior to placing the recreational vehicle or trailer on their lot.

If an owner is building a house on their Pilot Mountain lot, the owner can contact the Board in writing with the projected timeline of construction and obtain written

permission from the Board prior to placing the recreational vehicle or camper on their lot. If the Board provides written permission for the owner to place the recreational vehicle or camper on the lot, the owner must have a valid building permit clearly posted and the house must be actively under construction for no longer than one (1) year. If the construction of the house takes more than one (1) year, the owner must remove the recreational vehicle or camper or obtain permission in writing from the Board for an extension of time to have the recreational vehicle or camper on the lot.

It is responsibility of the lot owner to follow any and all county and state laws regarding setup, inspections, registrations, etc. regarding setup and placement of any camper, recreation vehicle. Generators are not permitted for use as an electrical source for a camper, recreation vehicle in Pilot Mountain.

All recreation vehicles, campers and trailers on any lot must be registered as described in Article II Section 4 of the Declaration.

11. Damage to Association Road System. Any and all road, ditches and /or culvert damage to the Association roads related to or caused by reckless driving or by either building a home or structure or placing and/or removing a shed, recreational vehicle or any other structure on a lot are the sole responsibility of the lot owner. The lot owner is also responsible for any damage done to the described areas by any company or agents in Pilot Mountain on owner's behalf. The Board has discretion to determine if the damage was caused by the owner or its agent. Any damaged areas must be brought to the attention of the Board immediately. The owner can present a proposal for repairing the road system of the Board to review and approve in writing. Necessary repairs are to be made in a timely manner, issues with safety concerns have to be taken care of immediately. It is the discretion of the Board to choose how these areas will be repaired and who will complete the work if the owner does not repair them in a timely manner or the Board deems the repairs to be insufficient. In either case the owner will be responsible for the expense of those repairs.

12. Road Maintenance. All roads within Pilot Mountain Subdivision shall receive at minimum, once in the Spring and once in the Fall, thorough maintenance in the form of ditch cleaning and removal of obstructions to the road as described below.

Specifically:

- All ditches shall be cleaned of leaves, rocks, mud, branches, excess vegetation, and any obstruction that prevents or hinders the free flow of runoff into the culverts.

- All culverts shall be cleared of obstructions hindering the free flow of runoff from the ditches.
- All roads shall be cleared of leaves, rocks, fallen trees, excess vegetation and anything that may hinder vehicles.

No road may be deemed abandoned nor excluded from this basic maintenance. This schedule is for the purpose of protecting all Association members and shall not limit the Association from performing additional work at the recommendation of the Board.

Pilot Mountain Roads are as follow:

- Parachute Ridge begins at lot 1 and SR 107 and ends at lots 6, and 63
- Blue Bird Lane begins at Parachute Ridge and ends at lot 42
- 5 Star Drive begins at Parachute Ridge and ends at lot 29 and 14
- Vista Willa begins at 5 Star and ends at lot 38
- Pilot Ridge Rd begins at Parachute ridge and ends at lot 72 (Sims Valley)
- Betsy Falls Rd begins at Parachute Ridge Rd and ends at lot 56

Road Maintenance as described in this Section shall be a priority and the Board shall make every effort to ensure that funds are available for this maintenance as well as other important work such as snow removal and emergency repairs before allocating any funds for other purposes.

The Association is obligated to maintain the roads in Pilot Mountain to the current condition as of the date of the recorded Amendment.

IN WITNESS WHEREOF, this Amendment to the Declaration was duly adopted by the membership, on this the 21st day of July, 2022.

Pilot Mountain Homeowners Association, Inc.

By: [Signature]
President

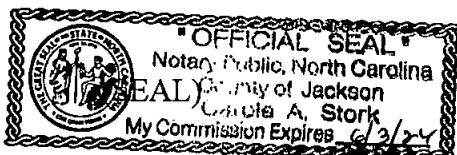
Attest: [Signature]
Secretary

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I CAROLE A. STORK, Notary Public for JACKSON County North Carolina, certify that RICHARD WILCOCKS & ANN WILCOCKS personally came before me this day and acknowledged that he (or she) is Secretary of Pilot Mountain Homeowners Association, Inc., a nonprofit 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 and attested by himself (or herself) as its Secretary.

Witness my hand and official stamp or seal, this the 21st day of JULY, 2022.



[Signature]
NOTARY PUBLIC

My Commission Expires: 6/3/24