

Prepared by and return to:

Goosmann Rose Colvard & Cramer, P.A. (jrr) (Courthouse Box 81)

No title examination completed nor opinion rendered by the preparer hereof

**State of North Carolina
County of Buncombe**

**Second Amendment
to
Declaration of Covenants, Conditions and Restrictions for Starview Heights**

This **Second Amendment to Declaration of Covenants, Conditions and Restrictions for Starview Heights** (herein "Second Amendment") made and entered this ____ day of _____, 2014 by **CPBI, LLC**, a North Carolina limited liability company (herein "Successor Declarant") and **Starview Heights Property Owners' Association, Inc.**, a North Carolina non-profit corporation and all Future Owners within Starview Heights.

W i t n e s s e t h :

That Whereas, a predecessor Declarant filed that certain **First Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Starview Heights** as recorded in **Book 4939, at Page 1165** and that certain **Confirmation of First Amendment and Restatement of Declaration** as recorded in **Book 4966, at Page 514** of the Buncombe County, NC Register's Office ("Registry") (herein collectively "Declaration"); and

Whereas, Successor Declarant is the assignee under that certain Assignment or Declarant Rights, Contracts and Permits for Starview Heights as recorded in **Book 5020, at Page 950** of the Registry; and

Whereas, the Successor Declaration desires to modify and amend the Declaration as set forth herein.

Now Therefore, the Successor Declarant, by this Second Amendment to the Declaration, does hereby modify and amend the Declaration as follows:

1. Article IV, Section 4 Dwelling Units is hereby modified and amended to provide that: No dwelling structure shall be erected, altered, placed, or permitted to remain on any Lot that exceeds three stories (from finish grade of any ground level) in height; there may only be one story above the front entry level and only one story below the front entry level. Only one dwelling structure, which may include an attached garage built for no more than three automobiles, shall be permitted on a Lot. The overall minimum heated floor area of the dwelling structure, exclusive of open porches, basements and garages, shall be 1,750 square feet of heated living space with a minimum of 1,100 square feet on the front, main entry level. Construction of the residential dwelling shall be completed within one (1) year from commencement of construction. The job site shall be clean and free of debris at all times. A dwelling shall not be occupied until completed. A dwelling shall be deemed completed upon final inspection and approval by the applicable governmental inspector.

2. Article IV, Section 5 Successor Declarant Approval is hereby supplemented to add the following: Any exterior alteration of an existing home shall also first be approved in writing by the Successor Declarant or its designee. Exterior alteration means any change, renovation, improvement or modification of an existing home, which includes outside paint color, additions, fireplaces, sidewalks and steps, porches, awnings, generators, decks or landscaping. In addition any interior alteration which results in a change to the home's exterior will also require written approval.

3. Article IV, Section 8 Fences, Mailboxes and Antennas, etc. is hereby supplemented to add the following: Discharging of firearms or firecrackers is not permitted on the Property.

4. Article IV, Section 10, Parking is hereby supplemented to provide the following: Day time parking on the streets of the Property shall be limited to one hour.

5. Article IV, Section 15, Rentals is hereby modified and amended to provide the following: No dwelling unit shall be rented for a period of less than six (6) months. There shall be no subletting of a unit. Only one tenant per residence shall be permitted. Any owner who rents a dwelling unit has an affirmative obligation to immediately report such rental, the period of the rental and the name of the tenants to the Association. A copy of any lease shall also be provided to the Association upon request.

Joinder: Although not required, more than 67% of the votes allocated to Members voted to approve this Second Amendment and the Association joins herein to evidence its consent hereto.

Except as modified, supplemented or amended herein, all terms, conditions and provisions of the Declaration shall remain in full force and effect.

In Witness Whereof, the Successor Declarant with the joinder of the Association has caused this instrument to be executed as of the day and year first above written.

Successor Declarant: **CPBI, LLC,**
a North Carolina limited liability company

By: _____
Joe P. Calderwood, manager

Association: **Starview Heights Property Owners'**
Association, Inc.,
a North Carolina non-profit corporation

By: _____
_____, **President**

By: _____
_____, **Secretary**

State of North Carolina County of Buncombe

I certify that the following person personally appeared before me this day each acknowledging to me that the signed the foregoing document for the purposes stated therein: **Joe P. Calderwood as Manager of CPBI, LLC, a North Carolina limited liability company.**

Date: _____

My Commission expires: _____

(Notary Seal)

Notary Public

Printed Name of Notary: _____

State of North Carolina County of Buncombe

I certify that the following person personally appeared before me this day each acknowledging to me that the signed the foregoing document for the purposes stated therein:
as President of Starview Heights
Property Owners' Association, Inc., a North Carolina non-profit corporation.

Date: _____

Notary Public

My Commission expires: _____

Printed Name of Notary: _____

(Notary Seal)

State of North Carolina County of Buncombe

I certify that the following person personally appeared before me this day each acknowledging to me that the signed the foregoing document for the purposes stated therein:
as Secretary of Starview
Heights Property Owners' Association, Inc., a North Carolina non-profit corporation.

Date: _____

Notary Public

My Commission expires: _____

Printed Name of Notary: _____

(Notary Seal)

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