

PREPARED BY AND RETURN TO:

Michael Burgette, President, Lakeside Meadows Home Owners Association

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

**AMENDMENTS TO DECLARATION OF COVENANTS
CONDITIONS & RESTRICTION
FOR LAKESIDE MEADOWS
WEAVERVILLE, NORTH CAROLINA**

THESE AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTION FOR LAKESIDE MEADOWS is made and entered into effective this 13th day of ~~FEBRUARY~~ 2025 by the Lakeside Meadows Home owners Association, Inc., a North Carolina nonprofit corporation.

WHEREAS, Windsor Built Homes, Inc., a South Carolina Corporation to transact business in North Carolina executed and recorded the Declaration of Covenants and Restrictions for Lakeside Meadows, the same having been recorder in Book 5404, Pages 152-172, Buncombe County Register of Deeds, and,

WHEREAS, said Declaration provides in Article XI, Section 2. B., that the Declaration may be amended "By the Association by a vote of at least sixty-seven percent (67%) of all votes entitled to be cast by the Association Members; and,

WHEREAS, an election was held at the Association's Annual Meeting on January 11, 2025 at which a quorum was present, to amend Article VII, Section 4 Animals, Section 5 Parking and Motor Vehicles, Section 6, Outside Antennas, Section 7 Trash Receptacles, Section 10, Temporary Structures of the Declaration; and,

WHEREAS, at the same meeting, a quorum of members voted to reconsider Article VII, Section 9 Fences. and with a follow-up completed on Feb 7, 2025 at which a quorum of Association members responded, to amend said section.

WHEREAS the Amendments to Article VII, Sections 4, 5,6,7 and 10 were approved by a vote of

eighteen (18) in the affirmative and seven (7) not voting.

WHEREAS, the Amendment to Article VII, Section 9 Fences was approved by a vote of twenty-one (21) in the affirmative and four (4) not responding.

NOW, THEREFORE in consideration of the Amendments to the Declaration set forth herein, passing to themselves and all present and future owners of property in Lakeside Meadows, and pursuant to the Declaration of Covenants, Conditions and Restrictions of Lakeside Meadows for Lakeside Meadows recorder in Book 5404 at Pages 152-172 at the Buncombe County, North Carolina Register of Deeds, the Association does hereby declare, modify and amend Such Declaration in manner and form as follow:

Article VII, Section 4 Animals is deleted in its entirety and following amendment is substituted and shall read as follows:

No livestock, poultry or animals other than dogs, cats or other generally recognized house pets may be kept or maintained within LAKESIDE MEADOWS. House pets may be kept and maintained at a Lot, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their Owner and must not become a nuisance to other residents at any time. Nuisance shall be defined, but not limited to, pet generated noise that is disturbing to neighbors and exterior pet odors that can be smelled beyond the Owner's Lot. The keeping of pets shall be subject to reasonable rules and regulations promulgated and published by the Association, which rules and regulations may limit the weight of pets and prohibit dogs which are generally recognized as dangerous. Specifically, no Rottweilers or pit bulls are allowed within LAKESIDE MEADOWS. All animal waste must be contained and appropriately disposed of by the owner of such animal. All pets must always be current on all vaccinations and medications, including, but not limited to rabies vaccines, flea and tick prevention. Each Owner shall be responsible for any damage done by their pet to the landscaping or improvements on any Lot. No pet may be tied or otherwise attached to any Dwelling at any time nor may any pet be left outdoors unattended. Pets that spend any time outside are limited to two (2) animals. Pets shall be kept in accordance with the Buncombe County Animal Control ordinance, specifically, contained on the owner's Lot or restrained on a leash by a responsible person when off the Owner's Lot.

Article VII Section 5 Parking and Motor Vehicles is deleted in its entirety and the following amendment is substituted shall be read as follows:

No parking of unlicensed, non inspected, or inoperable vehicles shall be allowed on any Lot

outside a Dwelling. Except for emergency repairs, no person shall repair, restore or store any vehicle, boat, trailer or recreational vehicles upon any Lot outside a Dwelling. No boats, motor homes, travel trailers, or other recreational vehicles nor any other type of trailer or towed vehicle may be stored upon any Lot for more than three (3) consecutive days unless the same is within an enclosed garage. No vehicles may be parked in any roadways located within Lakeside Meadows that do not adhere to Weaverville Town Code Chapter 28 Concerning Traffic. No Lot owner shall use the roadways in Lakeside Meadows as the regular and ongoing parking space for a vehicle. Further, no vehicles that have exterior advertising or logos upon such vehicles shall be parked in driveways or roadways within Lakeside Meadows.

Article VII, Section 6, Outside Antenna, is deleted in its entirety and the following amendment is substituted and shall read as follows:

No outside radio or television antenna or satellite dishes shall be erected on any Lot before first notifying in writing the Association (Architecture Review Committee). Placement of said equipment should be decided in cooperation with the Committee so that the appearance of the community is maintained but at the same time adhering to the Over-the-Air Reception Devices Rule (OTARD)-47CFR 1.4000 for the Lot owner.

Article VII, Section 7. Trash Receptacles is deleted in its entirety and the following amendment is substituted and shall be read as follows:

All trash shall be kept only in trash receptacles issued by the Town of Weaverville. Trash receptacles may be stored in the back or side Lot, as long as the receptacles are not placed forward of the front line of a house except on regular trash collection dates. No dumping of trash, garbage, sewage, sawdust or other waste including pet waste nor any other unsightly or offensive material shall be placed upon the Common Elements, except as is temporary and incidental to the bona fide improvement of the area as a Common Elements." Any fencing or other shielding for trash receptacles should be made with consultation with the Architectural Review Committee.

Article VII, Section 10, Temporary Structures is deleted in its entirety and the following amendment is

substituted. And shall be read as follows:

No improvement or structure of a temporary nature shall be erected or allowed on any Lot or Common elements unless the same has been approved by the Architectural Committee and until permission is granted by the Association. Clothes lines should not be visible from the street. No basketball goals shall be allowed in the street or set up in a way that protrudes into the street.

Article VII Section 9 Fences was previously amended On April 24, 2017 and is recorded on Book 5541: Page 1792 Seq: 1

That amended declaration is deleted in its entirety and the following amendment is substituted and shall read as follows:

New fences should blend with the Arts and Craft architecture design of Lakeside Meadows and be chosen in consultation with the Architectural Review Committee. Fences can be constructed of wood, steel or aluminum or a combination and up to six(6) feet in height. Fences may be installed, with a set back of at least ten(10) feet from each front roof covered corner of a house. Electric pet fences must be underground. Chicken, barbed wire, chain link or any similar fencing shall not be permitted on any Lot. Homeowners are responsible for fence maintenance, including but not limited to staining or painting wood, replacing boards or sections as needed, and regular trimming of growth along the fence line. Further guidance is in Article VI Architectural Review Control in the Lakeside Meadows Covenants.

All of the other provisions of the Declaration of Covenants, Conditions and Restrictions for Lakeside Meadows in Book 5404, Pges 152-172 Buncombe County, North Carolina are incorporated in the same manner as if set out in full.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals on the day and year first above written

LAKESIDE MEADOWS

HOMEOWNERS' ASSOCIATION, INC.

By:
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Presi

Michael Burgette, President

STATE OF NORTH CAROLINA cOUNTY OF BUNCOMBE

I,

Malani Whitsitt

certif the Michael Burgette personally came before me this day and acknowledged that he is President of Lakeside Meadows Homeowners' Association, INC., a corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, the 13th day of

February 2025

Malani Whitsitt

