



2016002956

TRANSYLVANIA CO, NC FEE \$344.00

PRESENTED & RECORDED

06-29-2016 03:19:05 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY BEVERLY MCJUNKIN

DEPUTY REGISTER OF DEEDS

BK: DOC 768

PG: 85-129

I CERTIFY THIS TO BE A
TRUE AND EXACT COPY OF
THE OFFICIAL RECORD
RECORDED IN THIS OFFICE.
CINDY M. OWNBEY
REGISTER OF DEEDS
TRANSYLVANIA CO.

BY Beverly McJunkin

DEPUTY/ASSISTANT

6/29/2016 45 pages.

STATE OF NORTH CAROLINA

TRANSYLVANIA COUNTY

CERTIFICATE OF
AMENDMENT TO RESTRICTIVE COVENANTS FOR
EAGLE LAKE DEVELOPMENT

NOW COMES THE EAGLE LAKE PROPERTY OWNERS ASSOCIATION, INC.,
by and through the undersigned Secretary, who hereby certifies that the Amendment to the
Restrictive Covenants attached hereto as Exhibit A is applicable to all properties within the Eagle
Lake Subdivision for the purposes of PROHIBITING SHORT TERM RENTALS, as defined
therein, within the development;

Witnesseth:

Whereas, as stated in Section 14.4 of the EAGLE LAKE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (herein after,
"RESTRICTIVE COVENANTS") on record in Book 325, page 61 through page 90, the said
RESTRICTIVE COVENANTS may be amended by an instrument "signed by Owners
representing not less than seventy-five percent (75%) of all the votes of the Association;"

Whereas, as stated in Section 3.4 of the said RESTRICTIVE COVENANTS, "[w]henver
in this Declaration a proposed action or issue must be approved by a specified percentage of the
vote of the Members of the Association, such approval may be obtained by ... (b) the specified
percentage of Members ... giving their approval by written consent to approve the action or issue;

Whereas, the actual AMENDMENT TO RESTRICTIVE COVENANTS FOR EAGLE
LAKE DEVELOPMENT appears as Exhibit A attached hereto; and

Whereas, the signatures of the following members representing votes for the lot numbers
shown below are affixed thereto:

<u>NAME</u>	<u>LOT NO.</u>
Bruce Amig	157
Margaret G. Edmiston	618
W. R. and Karen Alcorn	164
Ronald and Cynthia Allen	804 & 806
Norris Barger	822
Nancy W. Beale	502 & 504
Richard and Sharon Black	268
Karen Clarke & Barbara Bolt	158
Jason and Julie Bowman	105
Tim Brenton	251
David Carlson	269
Patrick & Bridget Carmichael	106
Joe and Patt Castaldo	611
Sam & Penny Christian	296
Dennis and Leigh Clark	603
Kathleen and Robert Cooper	814 & 818
Jane D. Creadick	119
Margaret and Ann Edmiston	405
Matthew and Mary Ellen Estes	278
Barney B. Evans	134
Scott and Terry Fleming	301
A. Stuart Fendler	114, 115 & 117
Katherine B. Garlington	255 & 616
Margaret Garren	624
Susan Goodwin	606 & 608
Brian Harron	165
Sam Hilemon	259 & 263
Mark W. Hohenwarter	144, 147 & 501
Glady and Ronnie Jenkins	267
Raymond M. Johnson	280
Jean Judge	128 & 130
Michael and Honey Kirila	160
Kenneth and Alane Klink	402
Bianca C. Ko	703
Tom and Sarah Lairson	171 & 293

<u>NAME</u>	<u>LOT NO.</u>
Steven and Beth Lamb	270
David Lasseter	273
Allen and Delores Lastinger	124
Keith Loken	626
James and Jill McLoughlin	136
Jim Pepperell and Tracy Mather	307
Thomas and Bonnie McMahon	306
William A. Morton, Jr.	810
Candace C. Nininger	161
Raymond and Barbara Norris	622
Mary F. Northover	205 & 209
CJ and Beth Parris	605
William R. Pauer	103
Robert Averitt	170
Joseph Resor	239 & 153
William and Kathryn Rileigh	154, 156 & 167
Carlos M. Rish and Bitar Nayla	711
Robert L. Overstreet	107
Dan and Vicki Rupnow	600
Natalie Safee	112
Duane and Judy Sattererthwaite	620
Nila Schwab	272
Barry R. Sellick	305
John A. Semanik	235
Robert Wright	245 & 614
Dana Smith	602
Richard K. Smith	632 & 634
Joe and Kimberly Stewart	707
Bill and Debbie Tate	282
Joseph S. Taylor	124-B
Joseph S. Taylor, Pres. Eagle Lake of NC, Inc.	101, 163 & 628
John & Kathleen Thorpe	404 & 406
Al Trungale	303
Mark T. Welborn	404-B
John and Heath Weldon	284 & 286
Bill White	299 & 130

<u>NAME</u>	<u>LOT NO.</u>
Kathryn Ray and Peter Wilander	148
Hamilton Williams	630
G. Craig Wilson	132
R. Shane and Jennifer F. Woody	109
Mark S. and Wendy Wilkins	116

NOW, THEREFORE, I HEREBY CERTIFY that this AMENDMENT TO RESTRICTIVE COVENANTS has been approved by more than seventy-five percent (75%) of the voting members, that it meets the requirements for an Amendment to the Restrictive Covenants, that it applies to all lands within the Eagle Lake Development (as referred to in the original Restrictive Covenants), including lands owned by members who signed and those owned by members who did not sign, that it is hereby being recorded by Resolution of the Board of Directors, and that it is effective upon recordation.

Witness my hand and corporate seal this the 29 day of June, 2016.

EAGLE LAKE PROPERTY OWNERS ASSOCIATION, INC.

By: Marta Sellick
Marta Sellick, Secretary

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA

I, a Notary Public, certify that Marta Sellick personally came before me this day and acknowledged that she is the Secretary of EAGLE LAKE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina corporation, and that she as Secretary, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and Notarial Seal, this the 29th day of June, 2016.



Janice M. Bowers
Notary Public



EXHIBIT "A" TO CERTIFICATE OF
AMENDMENT TO RESTRICTIVE COVENANTS FOR
EAGLE LAKE DEVELOPMENT

41 PAGES

**Eagle Lake Property Owners' Association, Inc. (the "Association" or "Eagle Lake POA")
Text of the Proposed Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements
(as Recorded February 11, 2005) (the "Declaration")**

[Note: Paragraph numbers below are set to align with existing sections of the Declaration.]

PREAMBLE

Eagle Lake POA hereby states that Short Term Rentals as defined in the Declaration are inconsistent with the word and spirit of the Declaration and the Bylaws of the Eagle Lake POA and are also inconsistent with the quiet use and enjoyment of Members' properties within the Property and the Additional Property (together, the "Development") in that among other things:

Short Term Rentals have caused and continue to cause more traffic within the Development, resulting in the blocking or partial blocking of roads where there is inadequate parking for the number of Short Term renters at a given house, and in additional wear and tear on the roads. This causes a nuisance and a danger to both vehicular and pedestrian traffic, which is heavy in the Development, and added expense for road maintenance.

Short Term Rentals have created and are likely to continue to create excessive noise, which is a nuisance as defined under North Carolina common law and which is unduly disruptive to Members and their guests.

Short Term Rentals have made and are likely to continue to make much more intensive use of the lake, resulting in overcrowding of lake facilities, interference with the use of the lake facilities by Members and guests, excessive wear and tear on the lake improvements, increased maintenance, and additional danger of accidents and injuries as unsupervised persons with little knowledge of the lake make use of it.

The Association does not have the means or ability to appropriately deal with these and other concerns and problems caused by short term rentals.

DEFINITIONS:

Unless otherwise stated or defined, terms used in this Amendment have the same meaning as in the Declaration.

1.16 "Short Term Rental" means the rental of a Dwelling or Lot for vacation, leisure, or recreation purposes for fewer than 90 days by a person who has a place of permanent residence to which he or she intends to return.

1.17 "Long Term Rental" means the rental of a Dwelling or Lot for a continuous period of 90 days or more in duration as a residence or for vacation, leisure, or recreation purposes by a person who has a place of permanent residence to which he or she intends to return.

1.18 "Common Property", as defined in the Declaration, includes but is not limited to that Common Property that is the lake-front common area (including the "beach"), the lake, bath house, common area parking, and the lakeside pavilion.

1.19 "Business Enterprise", as is used in the Declaration, includes Short Term Rental. Long Term Rental is not defined to be a "business enterprise" as that term is used in the Declaration.

1.20 "Business Use" means "an activity a person engages in or causes another to engage in with the object of financial gain or profit, benefit, or advantage, either direct or indirect" as defined in North Carolina general statute 105-164.3.1k that interferes with the quiet environment of the Lot or Dwelling of another Owner or increases the flow of motorized or pedestrian traffic of the Community or the increased use of Common Property by persons who are not Owners or members of the family of Owners, and does not include a home office, studio, or shop that does not result in the interference with the quiet environment of the Lot or Dwelling of another Owner or an increase in the flow of motorized or pedestrian traffic of the Community or in the increased use of Common Property by persons who are not Owners or members of the family of Owners.

1.21 "PCA" means the North Carolina Planned Community Act, Chapter 47F of the North Carolina general statutes.

1.22 "Family" means an individual or group of individuals directly related (e.g., for illustration: brother, sister, parent, grandparent, cousin, niece, aunt) to the Owner by marriage, adoption, or birth.

COMMON PROPERTY RIGHTS

2.2 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Property to the members of his family, his Long Term Rental tenants, or contract purchasers who occupy the Lot or Dwelling within the Property.

USE RESTRICTIONS

6.1 (a) Short Term Rental of a Lot or Dwelling to persons who are not Owners constitutes the prohibited business use or commercial use of a Dwelling or Lot.

6.1 (b) The use of the lake as the result of a Short Term Rental by persons who are not Owners (or family members of a Owner who is the lessee of a Short Term Rental) and are given access by an Owner is a "public" use of the lake as the term is used in the Declaration and is prohibited.

6.1 (c) Short Term Rental of a Lot or Dwelling to persons who are not all of the same family of the Owner is not the "single family residential" use of such Lot or Dwelling as the term is used in the Declaration and is prohibited.

6.1 (d) The Restrictions on Short Term Rental are, but are not limited to be, rules and regulations controlling the use of Common Property.

6.1 (e) Short Term Rental of any Dwelling or Lot to any person(s) who are not Owners or the offering Short Term Rental of a Dwelling or Lot to person(s) who are not Owners is prohibited.

6.1 (f) Short Term Rental of any Dwelling or Lot to any person(s) who are Owners or offering to rent said Dwelling or Lot to person(s) who are Owners is permitted, including the rental by an Owner for Family.

6.1 (g) Violation of the Short Term Rental Restrictions shall subject the Members(s) in violation of such Restrictions to Penalties, including any and all authorized by the Declaration, these Restrictions, or the PCA.

PENALTIES:

6.21 (c) (A) The Association has the power to impose a penalty of the suspension of a Member's privileges as a member of the Association as set forth in the Declaration while a violation is uncured.

6.21 (c) (B) The Association has the power to impose penalties of up to \$100 per day per violation for violations of the Short Term Rental use restriction (sections 6.1 (a)-(g) hereof).

6.21 (c) (C) The imposition of penalties and associated fees, charges, late charges and other charges imposed pursuant to N.C. General Statute (including sections 47F-3-102, 3-107, 3-107.1 and 3-115) are enforceable as assessments.

END OF TEXT OF THE AMENDMENT