

BK:00390 PG:1295

FILED Mar 02, 2018 02:12:18 pm  
BOOK **00390**  
PAGE **1295** THRU **1303** ALLEGHANY COUNTY NC  
INST # 00290 **MIRANDA H. ROUPE**  
EXCISE TAX (None) REGISTER OF DEEDS

NORTH CAROLINA

ALLEGHANY COUNTY

AMENDMENT TO  
DECLARATION OF COVENANTS,  
RESTRICTIONS AND  
CONDITIONS FOR OLDE BEAU

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS made and entered into this the 2nd day of March, 2018, by OLDE BEAU GENERAL PARTNERSHIP, a North Carolina a General Partnership, successor in interest to the original declarant of these Restrictions and current owner of a portion of the subject premises,

WITNESSETH:

WHEREAS, Olde Beau General Partnership ("OBGP") is the developer of that subdivision known as Olde Beau ("Olde Beau Subdivision"), located in Alleghany County, North Carolina; and

WHEREAS, in its role as developer of the Olde Beau Community, OBGP caused to be recorded that Declaration of Covenants, Restrictions and Conditions, recorded on June 17, 1992 in Deed Book 155, Page 501 of the Alleghany County Registry, which was thereafter amended and supplemented via recordings in the Alleghany County Registry, including in Book 189, Page 686; Book 190, Page 82; Book 201, Page 360; Book 210, Page 965; Book 229, Page 176; Book 297, Page 1574; Book 379, Page 1404; Book 379, Page 1406; Book 381, Page 530; and Book 381, Page 547 (collectively, "Declaration"); and

WHEREAS, OBGP has the right to modify and amend said restrictions according to the provisions of Paragraph 28 of the restrictive covenants found in Book 155 at Page 501 of the Alleghany County Registry,

NOW, THEREFORE, Olde Beau General Partnership does hereby amend said Declaration of Covenants, Restrictions, and Conditions as follows:

1. The restrictive covenants referred to herein are hereby modified and amended, and/or amend by addition as a new paragraph and/or deleted in its entirety and replaced with the following restriction:

A. Amendment to Paragraph 8 of the Declaration. Paragraph 8 of the Declaration is hereby amended by deleting said Paragraph 8 in its entirety and inserting in lieu thereof the following:

“8. No permanent attachments including, but not limited to, television and radio antennas nor satellite dishes greater than 24” inches in diameter are allowed. Satellite dishes of 24” and less may be allowed if they are screened and not visible from the street and golf course. Dishes must be painted the same color as its background material. The location of satellite dishes must be approved by the Olde Beau Architectural Review Committee prior to installation.”

B. Amendment to Paragraph 9 of the Declaration. Paragraph 9 of the Declaration is hereby amended by deleting said Paragraph 9 in its entirety and inserting in lieu thereof the following:

“9. No structure of a temporary character, such as a trailer, camper, 5th wheel camper, camper trailers, pop up campers, basement, tent, shack, “tiny homes” on trailer frames, garage, barn, or other outbuilding shall be used on any Lot at any time as a dwelling with the exception of a Class "A" Motor Coach located upon lots which are designed, constructed and identified on plats identified for the "Class "A" Motor Coach Lots" within the Olde Beau Subdivision. Any improved motor coach lot must be buffered pursuant to the Alleghany County Subdivision Zoning Ordinance.”

C. Amendment to Paragraph 10 of the Declaration. Paragraph 10 of the Declaration is hereby amended by deleting said Paragraph 10 in its entirety and inserting in lieu thereof the following:

“10. All Dwellings and/or residential structures must have an exterior consisting of wood, stone, brick, brick-veneer, tile or stucco, fiber cement, vinyl siding, (all of which may be used in combination with rock/stone), and all exterior architectural designs must be appropriate and in keeping with the existing construction in Olde Beau. No Dwelling or any other building constructed on any Lot shall have an exterior consisting in whole or in any part of concrete or concrete block.”

D. Amendment to Paragraph 11a of the Declaration. Paragraph 11a of the Declaration is hereby amended by deleting said Paragraph 11a in its entirety and inserting in lieu thereof the following:

“11a. Animals and Pets. No animals, livestock, reptiles, or poultry of any kind may be raised, bred, kept or permitted on any lot or in any Unit, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Olde Beau Owners Association Board. All pets shall be reasonably controlled by the owner whenever outside a Unit or building and shall be kept in such a manner as to not become a nuisance nor threaten residents or visitors. Actions which are considered a nuisance include, but are not limited to, excessive or loud barking, howling, defecating or urinating on another persons' Lot or property, defecating on common areas (must be removed by owner), damage to or destruction of other persons' property, chasing vehicles, and displays of aggressive or threatening behavior. The owners of the pet shall be responsible for all of the pet's actions. Pets shall not be permitted on any golf course, in any lake, or within any other property. No raising, breeding, training, or dealing in dogs, cats, or other animals in a commercial manner will be permitted. Invisible fences shall be a minimum of 6 feet from property lines. If in the sole opinion of Olde Beau Owners Association Board any animal becomes dangerous or an

annoyance or nuisance in the development or to nearby property or destructive of wildlife, they shall be removed from the development.”

E. Amendment to Paragraph 13 of the Declaration. Paragraph 13 of the Declaration is hereby amended by deleting said Paragraph 13 in its entirety and inserting in lieu thereof the following:

“13. No motorcycles, ATVs or other recreational motorized vehicles shall be allowed on any street or road within the Olde Beau Development except that motorcycles and Class “A” Motor Coach vehicles may be used for ingress, egress, and regress from the development entrance directly to the residence or Class “A” Motor Coach Lot of the vehicle owner. All Class “A” Motor Coaches must ingress and egress from the motor coach entrance. No motorcycle, ATV or motor coach vehicle may be used within the development to travel from the owner's property to any other property within the development.

The operation of a personal golf cart within Olde Beau (OB) is a privilege, not a right. Thus, OB Property Owners shall be allowed to operate personal golf carts on all private streets within the Olde Beau Subdivision subject to the rules, policies and regulation set forth by the Olde Beau Owners Association Inc. (OBOA) and OBG. Golf carts of non-OB property owners are not allowed to operate within the OB subdivision.

Personal golf carts shall be defined as a self-propelled vehicle that has a top speed of less than 20 mph but is intended for personal use. These vehicles may be powered by either electric motors or internal combustion engines and may be driven on public/private roadways for purposes other than golf or hauling materials as long as they meet all state and local regulations

For the safety of the drivers, the passengers, other vehicles and pedestrians on our streets the golf carts must adhere to North Carolina public law and policy for golf cart operation. Any deviations from this law or policy must be approved by the OBOA Board prior to operation.

The use of Personal golf carts on the golf course, golf cart paths or hiking trails is strictly prohibited. Personal golf carts may be used for transportation to and from the recreational area, the clubhouse or other resident's homes. Golf carts used for such purposes shall NOT park on the streets or the shoulders of the street; they must be parked in areas designated as “Golf Cart Parking Areas”.

Golf Cart Parking – parked golf carts shall not hinder the flow of vehicular traffic nor hinder motor vehicle parking anywhere within the OB Community, eg: clubhouse parking lot, Villa parking lot, streets, recreational area, etc.”

F. Amendment to Paragraph 15(b) of the Declaration. Paragraph 15(b) of the Declaration is hereby amended by deleting said Paragraph 15(b) in its entirety and inserting in lieu thereof the following:

“15(b) In order to effectuate the provisions of Paragraph 15(a) an Architectural Review Board appointed by the Olde Beau Property Owners' Association shall serve as the designee of the Olde Beau General Partnership, or its successors in title, for purposes of this provision. This Architectural Review Board shall have the authority to promulgate rules and regulations as to procedures for the construction of all improvements within the Olde Beau Golf Club, which said rules and regulations may be modified, from time to time, by OBOA Board or a vote of the majority of members of the Olde Beau Property Owners' Association. These rules and regulations are attached hereto and incorporated by reference herein. These rules and regulations may be enforced in the same manner as any other provision of these restrictions, including the right to enforce same by proceedings at law or in equity. OBG or its successors and interests and/or any entity, in which OBG has an ownership interest in is exempt from this provision.”

G. Amendment to Paragraph 22 of the Declaration. Paragraph 22 of the Declaration is hereby amended by deleting said Paragraph 22 in its entirety and inserting in lieu thereof the following:

- “22. Each Owner of a Lot (when referred to in this paragraph "Lot" shall include Condominium Units, Townhomes and Class “A” Motor Coach lots), by acceptance of a deed transfer therefor, shall be deemed to covenant and agree to pay to the Association or its assignees or designee, the following:
- (i) An annual charge or assessment ("Annual Assessment") applicable to each lot owned, to the extent necessary to defray the cost of (a) repairing, maintaining or improving streets, roadways and drainage ditches; (b) maintaining and improving grass plots and planted areas within the lines of streets or roadways, (c) collecting and disposing of garbage; (d) employing and maintaining adequate and proper security, and (e) any and all other costs and expenses which may be necessary in the judgment of Association for the protection, preservation and maintenance of the entire subdivision.
  - (ii) A special individual assessment ("Individual Assessment") which shall be levied against an individual owner to reimburse the Association for extra costs incurred by the Association for maintenance and/or repairs caused by the failure of such Owner to maintain his or her individual Lot and improvements thereon.
  - (iii) A special assessment ("Special Assessment") to pay for costs associated with maintenance and operation of the Community Facilities located within and adjacent to the Olde Beau Community (including, but not limited to, the clubhouse, golf course, irrigation ponds, water irrigation systems, cart paths, driving range, pools, tennis facilities, fitness center, maintenance facilities, front and rear entrances and gates, walking trails); and for the purpose of defraying, in whole or in part, the cost of any maintenance, construction, reconstruction, repair or replacement of a capital improvement associated with the Community Facilities, including fixtures and personal property related thereto; and for other emergency needs for the Community Facilities as may be determined by the Board of Directors of the Association. The amount of and necessity for any Special Assessment shall be solely within the discretion of the Board of Directors of the Association, subject to the following limitations: No Special Assessment to support the maintenance or operation of the Community Facilities shall exceed \$1,700 per Owner (regardless of the number of lots owned) on an annual basis, unless such increase shall be approved by a majority of votes cast, in person or by proxy, at a meeting duly called for such purpose. At any such meeting to approve an increase above the \$1,700 per Owner annual maximum, an Owner shall be eligible to cast only one (1) vote per special assessment obligation, as opposed to one vote per Lot.

The Annual Assessment, Individual Assessments, and Special Assessment are hereinafter collectively referred to as "Assessments".

In the event the Association determines that an Annual Assessment is necessary for any year, the Association's Board of Directors shall determine the amount of the Assessments applicable to each Lot on or before August 1 of each year. Within thirty (30) days thereafter, written notice of the Assessments shall be delivered or mailed to the Owner of each Lot as indicated on the records of the Tax Collector for Alleghany County as of January 1 of that year. The notice shall include the amount and type of the Assessment and the applicable due date thereof. The Assessments shall be due and payable within thirty (30) days of the date on which notice is mailed.

In the event the Association determines that a Special Assessment to support the maintenance and operation of the Community Facilities is necessary for

any year, the Association shall determine the amount of the Special Assessment applicable to each Lot on or before January 1 of each calendar year. Written notice of the Special Assessment shall be delivered or mailed to the Owner of each Lot as indicated on the records of the Tax Collector for Alleghany County as of January 1 of that year. The notice shall include the amount of the Special Assessment and the applicable due date thereof. Any Special Assessment shall be payable in two equal installments due and payable on or before January 31 and June 30 of each year.

Assessments shall become a lien on the Lot to which they apply from the due date of each Assessment, and shall be enforceable by an action for foreclosure of said lien, or by any other remedies provided by law. Such lien is hereby made subordinate to the lien of any mortgage or deed of trust placed on such Lot, but only to the extent that the due date of Assessment is subsequent to the date of recordation of such mortgage or deed of trust.

Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot against which they are assessed. No Owner may exempt himself from liability for such Assessments by non-use of such Lot or otherwise. No sale or transfer of any Lot pursuant to or in lieu of foreclosure shall relieve the Owner of such Lot from the personal obligation to pay all Assessments due as of the date of such transfer, nor relieve a subsequent Owner from the liability for any Assessments coming due after the date of transfer.

Every owner of a Lot and Condominium Unit will be a member of the Association."

H. Amendment to Paragraph 24 of the Declaration. Paragraph 24 of the Declaration is hereby amended by deleting said Paragraph 24 in its entirety and inserting in lieu thereof the following:

"24. OBGP reserves the right of first refusal, as described more fully below, with regard to the purchase of each Lot to which these restrictive covenants apply, if at any time the Owner of any such Lot, his heirs, successors or assigns desires to sell said Lot to any other person or entity. The terms and conditions under which such right of first refusal shall be exercised are as follows:

Upon receipt of any bona fide offer ("Third Party Offer") to purchase the Owner's Lot or Lots from any third person, the Owner shall offer to sell such Lot or Lots to OBGP, its successors or assigns, in writing, ("Offer") on terms equal to those contained in the Third Party Offer. OBGP shall then have a period of thirty (30) days from the date of the receipt of the Offer in which to accept the Offer. If the Offer is not accepted within the thirty (30) day period by OBGP, the Owner shall then be free to accept the Third Party Offer. If the terms and conditions of the Third Party Offer are modified in any way, the Owner shall again first offer the property to OBGP under such modified terms and conditions before offering it to any third party. OBGP shall have thirty (30) days in which to accept said modified offer. It is Understood and agreed that OBGP, its successors or assigns, will release any Lot from the terms of this Section in favor of any person, firm or corporation which accepts a mortgage or deed of trust on the property described herein for the purpose of lending funds for the Owner, his heirs, successors or assigns for the purchase of said Lot.

This right of first refusal shall also apply to Townhouse, Condominium Units and Class "A" Motor Coach Lots."

I. Amendment to Paragraph 30 of the Declaration. Paragraph 30 of the Declaration is hereby amended by deleting said Paragraph 30 in its entirety and inserting in lieu thereof the following:

"30. Paragraph 2 and 3 of these covenants, conditions and restrictions, shall not apply to any Cottages, Condominiums, Townhouse Developments, Cluster

Home Developments, Planned Unit Developments, Class "A" Motor Coach Lots, or the Country Village which have been or may be constructed by OBG or its successors and interests and/or any entity in which OBG has an ownership interest within Olde Beau."

J. Amend by Addition as a new paragraph - Paragraph 31 into the Declaration. A new Paragraph 31 shall be added to the Declaration to read as follows:

"31. No mobile home, house trailer, tractor trailer, utility trailer, Van greater than 15 feet, campers, 5th Wheel campers, camper tops, motor homes, "tiny homes" on trailer frames, commercial vehicles of any kind, boats, boat trailers, utility vehicles, all-terrain vehicles, small recreational vehicles and/or personal golf carts, and aircraft shall be parked, kept or permitted to remain on the street adjacent to any lot, driveway or anywhere on the lot where it would be visible from the street, another lot, the Club House, or the golf course with the exception of a Class "A" Motor Coach parked on the approved driveway pad of a Class "A" Motor Coach Lot."

K. Amend by Addition as a new paragraph - Paragraph 32 into the Declaration. A new Paragraph 32 shall be added to the Declaration to read as follows:

"32. Restrictions applicable to all Class "A" Motor Coach Lots with in Olde Beau Subdivision

It is the intent of OBG to create a "Village or Villages" (segregated developments and/or lots) of Class "A" Motor Coach Lots within the Olde Beau Subdivision. Each Class "A" Motor Coach Village will be subject to the Declaration of Restrictive Covenants for the Olde Beau Subdivision. Additionally, each Class "A" Motor Coach Village shall have a separate owners Association "Village Association" with Restrictive Covenants for the Class "A" Motor Coach Villages. The rules and regulations of the Village Association cannot override the Declaration of Restrictive Covenants for the Olde Beau Subdivision.

Section 1. No Class "A" Motor Coach Lot shall be used for any purpose other than as a residence or pad for a Motor Coach. "Motor Coach" shall mean and refer to only Class "A" motor coaches and/or "bus conversion" motor coaches, i.e. motor coaches built on either a truck chassis or a bus chassis where the driving compartment is an integral part of the vehicle interior, that: (a) for a Class "A" Motor Coach at least thirty-four (34) feet in length and model age not more than twelve (12) years old at time of Class "A" Motor Coach Lot purchase and for and certain Vintage Coaches as approved by OBG (b) have an RVIA seal if applicable; (c) have a current State inspection, if applicable; (d) is "roadworthy" as determined by the Village Association and (e) is "visually in good repair" as determined by the Village Association. Not included in this definition of Class A "Motor Coach" shall be modern travel trailers, folding tents not mounted on wheels, tent type folding trailers, pick-up campers, vans greater than 15 feet, fifth wheel trailers, Class B motor coaches, and park model or park home recreational vehicles. It is the declared intent of OBG to exclude motor coaches shorter than thirty-four (34) feet long, motor coaches in visually poor repair and/ or not roadworthy as the same may be determined by the Village Association in its sole discretion, park model trailers, park home trailers, and mobile homes (single-wide, double-wide, triple-wide, "tiny homes" on trailer frames or modular) from being placed on any Lot and to create and maintain an area designated for maximum beauty and benefit of the Motor Coach Village(s).

Section 2. Only one permissible Motor Coach as defined in Section 1 above shall be allowed, located or maintained permanently or temporarily, on any Class "A" Motor Coach Lot within Olde Beau. The standard location of each Motor Coach when parked shall be to the rear of the parking pad, within eighteen (18) inches of the utility hook-up side of the parking pad. Class "A" Motor Coach Lots may be occupied by one Motor Coach on a full-time basis so long as the Motor Coach complies with the standards contained in the definition of "Motor Coach" in Section 1 above herein and so long as the Motor Coach leaves the Class "A" Motor Coach Lot under its own power at least onetime per year to show its road worthiness.

Section 3. Class "A" Motor Coach Lot Owners, or successors and assigns, are permitted to erect or place on any Class "A" Motor Coach Lot no more than one residential structure which shall be defined as "Coach House". A Coach House is subject to approval by the Olde Beau Motor Coach Resort Architectural Requirements in Section 8 below. A Coach House which may contain conditioned space that includes (1) bathroom and livable space that must be a minimum of 150 sqft conditioned, along with a covered outdoor space, and storage all under one roof that is no smaller than 500 sqft total under roof. No Coach house may be used as a permanent residence.

Section 4. Lot Pads - Class "A" Motor Coach Lots shall have a minimum 20' wide x 70' long drive pad subject to final approval by the OBGp.

Section 5. Length of Occupancy - Class "A" Motor Coach Lot Owners are permitted to reside in their Coach House for a period of no more than (14) fourteen days during any calendar year, with out the expressed written consent of OBGp, when an approved Motor Coach is not parked in the lot's driveway.

Section 6. Rental of Lots - Class "A" Motor Coach Lot Owners renting out their Lot are to ensure that the Renter's meet the same requirements for the Motor Coach and the Renter must have an approved Motor Coach on site the entire time of the rental period.

Class "A" Motor Coach Lot Owners renting out their Class "A" Motor Coach Lot will be liable for any damage caused by their renter to the property of any other Lot Owner, or the common areas, with in any portion of the Olde Beau Community.

If a Class "A" Motor Coach Lot Owner repeatedly rents his Class "A" Motor Coach Lot to persons whose actions impair the rights of other property Owners with in Olde Beau, the Class "A" Motor Coach Lot Owners with in the Village Association of the Class "A" Motor Coach lot (village) may, by a vote of simple majority of Village Association, restrict or even terminate the rights of the offending Lot Owner to continue to rent his Lot.

Section 7. Olde Beau Motor Coach Resort Architectural Requirements  
All Class "A" Motor Coach Lots within Olde Beau must meet the Olde Beau Golf Club Architectural Review Committee Rules and Regulations (Book 229 page 179-192) along with the Specific requirements that pertain to all Class "A" Motor Coach Lots as outlined below:

- a. Minimum Setbacks: Front set backs – 30 feet, Rear set back - 35 feet, side setbacks – 5 feet
- b. No Solar energy related systems can be affixed to the roof of any dwelling or detached from the dwelling on the lot.

- c. Residential Accessory Dwellings, exclusive of Motor Coach, shall contain no less than 150 square feet of heated living space exclusive of porches and decks.
- d. Drive pads may be either broom finished concrete or sand set concrete pavers (Color and pattern to be approved by OBG).
- e. Heated or Unheated basement space will not be considered in calculating compliance with minimum square footage requirements.
- f. The minimum roof slope over the main residence structure shall be at least eight (8) vertical to (12) horizontal inches. Accent roofs (i.e. porches, dormers, etc.) may be a minimum of 4 in 12 slope, but must be consistent with the architectural style of the home.
- g. Construction of any improvement, once commenced, shall be pursued diligently to completion and, in any event, must be completed within six (6) months of commencement.  
Improvements not so completed or upon which construction has ceased for 90 consecutive days or which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances. Such nuisance may be removed, repaired or completed at the expense of the Class "A" Motor Coach Lot Owner.
- h. No tree with a diameter of 4" inches or greater may be cut without the written consent of the OBG and OB Landscape Committee except for trees removed for the actual construction of an improvement as approved.

Section 8. Motor Coach Attachments -No freestanding air-conditioning and heating equipment, storage rooms, carports, metal awnings, tip outs, screen rooms or any type of permanent extended overhang, enclosure and/or skirting along the base of the Motor Coach located outside of the Motor Coach shall be permanently or temporarily installed on the Motor Coach. No part of the Motor Coach shall be parked on a lot so as to extend beyond any of the lot lines, tip outs and pullouts included. All Easements for public utilities shall not be blocked or impaired, except that concrete driveways and pads may be installed over easements for public utilities and storm drainage easements.

Section 9. Outdoor Clotheslines – No outdoor clothes lines, of any kind whatsoever, temporary or permanent shall be permitted on any lot.

Section 10. Basketball Goals/ Play Ground Equipment – Basketball Goals, hoops, and standards, either temporary or permanent, or play ground equipment may not be installed, located or placed on a lot.

Section 11. Open Fires – In ground burning campfires, fire pits (fire pits should have screen covers when not in use), fireplaces and other open (non-grill) wood burning fires shall be prohibited. Outdoors fireplaces, fire pit tables, above ground free standing covered fire pits and other similar devices shall be permitted as gas only devices (IE: Propane).

Section 12. Each Village Association shall be responsible for the maintenance and up-keep of their village. The OBOA will not be responsible for this up-keep. This up-keep is to include trees, grass, signage, gates, drainage, sewer/septic and other items that may be further defined.”



Except as modified and amended herein, together with previous modifications thereto, all other restrictions contained in Deed Book 155, Page 501, remain in full force and effect.

In Testimony Whereof, Olde Beau General Partnership has executed this instrument by Packer Investment Company, Inc., its General Partner.

Olde Beau General Partnership, A North Carolina  
General Partnership  
By Packer Investment Company, Inc., General Partner

By: *A. W. Packer*  
A. W. Packer, President

STATE OF NORTH CAROLINA  
COUNTY OF *Alleghany*

I, a Notary Public of the above state and county, do hereby certify that A. W. Packer, personally came before me and acknowledged that he is the President of Packer Investment Company, Inc., General Partner of Olde Beau General Partnership, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President for and on behalf of said entity. Witness my hand and official stamp or seal this *2<sup>nd</sup>* day of ~~February,~~ *March*, 2018.

*Judy S. Webb*  
Notary Public

My Comm. Expires: *06-24-2018*

