



**2016005527**

MCDOWELL CO, NC FEE \$51.00  
NON-STANDARD DOC FEE

PRESENTED & RECORDED

11-28-2016 04:39:05 PM

TONIA R HAMPTON

REGISTER OF DEEDS  
BY: ERIN LOVELACE  
DEPUTY REGISTER OF DEEDS

**BK: CRP 1198**

**PG: 309-310**

*Todd Black*

*Drafted by: T. Thomas Kangur, Jr.*

*Return after recording to: Kangur & Porter, LLP  
2150 Country Club Road, Suite 160  
Winston-Salem, NC 27104*

NORTH CAROLINA     )  
                                  )  
McDOWELL COUNTY    )

**MODIFICATION OF  
RESTRICTIVE COVENANTS OF  
GRANDVIEW PEAKS**

**KNOW ALL MEN BY THESE PRESENTS** that:

**WHEREAS**, GRANDVIEW PEAKS, LLC, successor to Fall Creek Land Company, Inc. (hereinafter referred to as the "Declarant") is the developer of a certain parcel of land known as **GRANDVIEW PEAKS** (hereinafter referred to as the "Development") located in McDowell County, North Carolina; and,

**WHEREAS**, The Development is subject to certain restrictive covenants imposed upon the Development through the Declaration of Restrictive Covenants for Grandview Peaks as recorded in Deed Book 868, Page 768, and as subsequently modified, McDowell County Registry (hereinafter collectively referred to as the "Restrictive Covenants"); and,

**WHEREAS**, Declarant now desires to modify said Restrictive Covenants pursuant to the authority reserved by Declarant in Paragraph 19 of said Restrictive Covenants to make certain modifications as set forth herein.

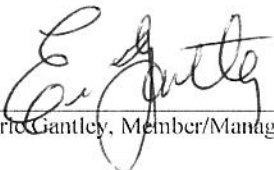
**NOW, THEREFORE**, the Declarant does hereby modify the Restrictive Covenants as the same affect the Development as follows:

- I. Paragraph 3 "Dwelling Restrictions" of the Restrictive Covenants is hereby modified to include the original provisions, subsequent recorded modifications, and the following provisions:
  - a. The living area of any dwelling house, exclusive of any porches, garages, carports and patios, shall be not less than 1200 square feet above ground level. All building plans and colors must be approved by the Board of Directors and/or the Architectural Review Committee of the Association prior to construction to ensure the building meets the requirements of the Restrictive Covenants.
  - b. All fencing must be constructed of natural materials that complement the primary dwelling house. Chain link fencing is prohibited.
  - c. Swimming pools must be screened from the roadway. All screening must be made of natural construction materials including, but not limited to, natural wood, stone, or brick materials that complement the dwelling house, or may consist of bushes, hedges or other landscape material.

- d. Propane tanks must be buried underground or screened from view from the roadway. All screening must be made of natural construction materials including, but not limited to, natural wood, stone, or brick materials that complement the dwelling house, or may consist of bushes, hedges or other landscape material.
2. Paragraph 4 "Nuisance" of the Restrictive Covenants is hereby modified to include the original provisions, subsequent recorded modifications, and the following provisions:
    - a. Licensed motorcycles, golf carts and utility vehicles (UTV) with steering wheels are allowed on the roadways of the Development provided they are operated or supervised by a licensed driver. No one under the age of sixteen (16) shall be permitted to operate any motorcycle, golf cart, utility vehicle (UTV) or similar vehicle within the Development.
    - b. Recreational camp fires shall be permitted only when contained within a properly constructed fire pit. No camp fires shall be permitted at times when open burning restrictions are in place as may be imposed by federal, state, local or other governmental agencies.
  3. Paragraph 11(e) "Easement/Obligations for Lake, Limitations/Restrictions on Use" of the Restrictive Covenants is hereby modified to include the original provisions, subsequent recorded modifications, and the following provisions:
    - a. No electric or gas-powered motorized boats of any kind shall be allowed
  4. Except as modified herein, the Restrictive Covenants shall otherwise remain valid and in full force and effect in all respects.

IN WITNESS WHEREOF, the undersigned officer of Grandview Peaks, LLC has set his hand and corporate seal, by authority duly given, this the 21st day of November, 2016.

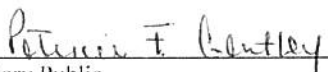
Grandview Peaks, LLC

By:  (SEAL)  
Eric Gantley, Member/Manager

State of New York, County of Onondaga

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: **Eric Gantley, Member/Manager of Grandview Peaks, LLC**, a North Carolina limited liability company, and that by authority duly given and as the act of the company, he executed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and notarial stamp or seal this 21 day of November, 2016.

  
Notary Public

My Commission Expires: 6-5-18

Patricia F. Gantley  
Notary Public, State of New York  
No: 01GA6042701  
Qualified in Onondaga County  
Commission Expires: 6/5/18