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Doc ID: 027519340008 Type: CRP  
Recorded: 11/12/2014 at 11:00:36 AM  
Fee Amt: \$26.00 Page 1 of 8  
Workflow# 0000244715-0001  
Buncombe County, NC  
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STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

Reference: Book 2314, Page 754

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**TWIN BROOK HILLS SUBDIVISION  
REGULATIONS TO CLARIFY INTENT OF CERTAIN DECLARATION PROVISIONS**

This *Regulation to Clarify Intent of Certain Declaration Provisions* for TWIN BROOK HILLS SUBDIVISION is made this the 27<sup>th</sup> day of October, 2014 by the TWIN BROOK HILLS HOMEOWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, TWIN BROOK HILLS SUBDIVISION was created by that *Declaration of Covenants, Conditions and Restrictions of Twin Brook Hills* recorded in Book 2314, Page 754, *et seq.*, in the Buncombe County, North Carolina Registry, (hereinafter referred to as “the Declaration”), and

WHEREAS, TWIN BROOK HILLS HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as “the Association”), is the Association of the owners of the Lots within the Subdivision, referenced in Section III of the Declaration, tasked to make and enforce rules and regulations governing the Owners’ use and occupation of the Lots; and

WHEREAS, certain ambiguities exist in the Declaration regarding restrictions and issues regarding the meaning and applicability of certain subsections has arisen; and

WHEREAS, the Association’s intent is to clarify and resolve these ambiguities by adopting this *Regulations to Clarify Intent of Certain Declaration Provisions*;

NOW THEREFORE, the Association, following a vote by a majority of owners in attendance at the last meeting of the membership, and acting through its Board of Directors, hereby adopts the following regulations:

1. Regulation to Clarify Intent of Article XII., A. of Declaration:

WHEREAS, the second sentence of Article XII., A. of the Declaration reads as follows:

No modular, mobile or manufactured home or trailer shall be placed in the Subdivision, or on any Lot; provided that good quality off frame modular homes may be permitted at Developer's sole discretion; further provided that during the period of development of the Subdivision, including all Phases, Developer may maintain within the Subdivision a trailer as construction/sales office, but not as a residence.

AND WHEREAS, the period of development is over, and the improvement approval right of Developer has transferred to the Association's Board of Directors by means of that provision set forth in Article XI of the Declaration and the definition of "modular", "mobile", and "manufactured home" has created some question and ambiguities amongst the membership of the Association,

NOW THEREFORE, the afore stated sentence shall be interpreted by this regulation to read as follows:

"Manufactured homes" are constructed according to a code administered by the U.S. Department of Housing and Urban Development (HUD Code). The HUD Code, unlike conventional building codes, requires manufactured homes to be constructed on a permanent chassis. No manufactured HUD homes, to include single-wide or double-wide mobile homes, shall be placed on any Lot in the subdivision. "Modular homes" are constructed to the same state, local or regional building codes as site-built homes. Quality modular homes may be permitted at the sole discretion of the Architectural Review Board (ARB), representing the Twin Brook Hills Homeowners Association Board of Directors.

2. Regulation to Clarify Intent of Article XII., B. of Declaration:

WHEREAS, Article XII., B. of the Declaration reads as follows:

Any dwelling constructed on a Lot subject to these Restrictions shall contain not less than one thousand three hundred (1300) square feet of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings).

AND WHEREAS, there are dwellings which have previously been constructed within the subdivision that may have a smaller area of heated floor space than this covenant mandates and the Association has no intent to hold owners of such dwellings in violation of the Declaration,

NOW THEREFORE, the afore stated provision shall be interpreted by this regulation to read as follows:

Any dwelling constructed post October 27, 2014, on a Lot subject to these Restrictions shall contain not less than one thousand three hundred (1300) square feet of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings).

3. Regulation to Clarify Intent of Article XII., C. of Declaration:

WHEREAS Article XII., C. of the Declaration reads as follows:

No above-grade structure (except approved fences or walls) may be constructed or placed on any except within the minimum building setback lines as follows: twenty-five (25) feet from the closest road right of way margin, fifteen (15) feet from the Lot side line, and fifteen (15) feet from the Lot rear line.

AND WHEREAS, said provision contains a typographical omission and is not consistent with the actual scheme of development of the subdivision,

NOW THEREFORE, the afore stated provision shall be interpreted by this regulation to read as follows:

No above-grade structure (except approved fences or walls) may be constructed or placed on any Lot except within the minimum building setback lines as follows: twenty-five (25) feet from the closest road right of way margin (defined as the center of the road), fifteen (15) feet from the Lot side line, and fifteen (15) feet from the Lot rear line.

4. Regulation to Clarify Intent of Article XII., E. of Declaration:

WHEREAS, the introductory sentence of Article XII, E. of the Declaration reads as follows:

The following general prohibitions and requirements shall apply and control the improvement, maintenance and use of all Lots:

AND WHEREAS, the improvement approval right of the Developer has transferred to the Association's Board of Directors by means of that provision set forth in Article XI of the Declaration;

AND WHEREAS, the Board of Directors has appointed a committee denominated the Architectural Review Board ("ARB"), delegated to this committee the function and power of reviewing proposed improvements within the subdivision;

NOW THEREFORE, the afore stated sentence shall be interpreted by this regulation to read as follows:

The following general prohibitions and requirements shall apply and control the improvement, maintenance and use of all Lots. Any improvements to the exterior of the dwelling are subject to a review and approval of the Architectural Review Board (ARB). The ARB, selected by the Board of Directors, shall review all submissions for exterior dwelling modifications, confirm that changes meet the good grade, good workmanship, and quality requirements, and send recommended modifications to the plans back to the property owner. All submissions must include a detailed description of the work to be accomplished, along with drawings and pictures.

5. Regulation to Clarify Intent of Article XII., E., 2 of Declaration:

WHEREAS, the last sentence of Article XII, E., 2 of the Declaration reads as follows:

Any permitted outbuilding shall be of the same material, quality, general appearance and workmanship as the dwelling on the Lot.

AND WHEREAS, said provision is not consistent with the actual scheme of development within the subdivision.

NOW THEREFORE, the afore stated sentence shall be interpreted by this regulation to read as follows:

Any permitted outbuilding shall be of the same quality, general appearance and workmanship as the dwelling on the Lot.

6. Regulation to Clarify Intent of Article XII., E.,3 of Declaration:

WHEREAS, Article XII, E., 3 of the Declaration reads as follows:

All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.

AND WHEREAS ambiguity exists as to the meaning of the term "well maintained".

NOW THEREFORE, the afore stated provision shall be interpreted by this regulation to read as follows:

All Lots, whether occupied or unoccupied, shall be well maintained and free of accumulation of rubbish or debris. Well maintained is defined as clear of brush and debris no closer than six (6) feet from the edge of the road. A slope under 15 degrees must be mowed, and undeveloped lots must be mowed at a minimum of two times per year. Underbrush and wooded areas must be maintained to prevent potential fire hazards.

7. Regulation to Clarify Intent of Article XII, E., 4 of Declaration:

WHEREAS, Article XII, E., 4 of the Declaration reads as follows:

No trash, ashes, garbage or other refuse shall be dumped or accumulated on any Lot or other area in the subdivision.

AND WHEREAS, said provision is not consistent with the actual activity within the subdivision.

NOW THEREFORE, the afore stated provision shall be interpreted by this regulation to read as follows:

No trash, ashes, garbage or other refuse shall be dumped or accumulated on any Lot or other area in the subdivision.

8. Regulation to Clarify Intent of Article XII, E., 9 of Declaration:

WHEREAS, Article XII, E., 9 of the Declaration reads as follows:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets in a reasonable number may be kept provided they are not kept, bred or maintained for any commercial purpose, and provided, further, that such pets do not constitute a danger or nuisance to other Lot owners or to the neighborhood.

AND WHEREAS, ambiguity has arisen as to the meaning of the terms "reasonable number", and "nuisance",

NOW THEREFORE, the afore stated provision shall be interpreted by this regulation to read as follows:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets in a reasonable number may be kept provided they are not kept, bred or maintained for any commercial purpose, and provided, further, that such pets do not constitute a danger or nuisance to other Lot owners or to the neighborhood. A reasonable number of pets that live primarily outside, defined as spending over 50% of their time outside, shall be limited to four (4). Nuisance shall be

defined, but not limited to, pet generated noise that is disturbing to neighbors and after 9:00 p.m. and before 7:00 a.m. and exterior pet odors that can be smelled beyond the owners' Lot. Pets shall be kept in accordance with the Buncombe County Animal Control ordinance, specifically, kept on the owners' Lot or maintained on a leash when off the owners' Lot.

9. Regulation to Clarify Intent of Article XII., E., 13 of Declaration:

WHEREAS, Article XII, E., 13 of the Declaration reads as follows:

The exterior appearance and location of all improvements on a lot must be approved in writing by Developer.

AND WHEREAS, the improvement approval right of the Developer has transferred to the Association's Board of Directors by means of that provision set forth in Article XI of the Declaration;

AND WHEREAS, the Board of Directors has appointed a committee denominated the Architectural Review Board ("ARB"), delegated to this committee the function and power of reviewing proposed improvements within the subdivision;

NOW THEREFORE, the afore stated provision shall be interpreted by this regulation to read as follows:

The exterior appearance and location of all improvements on a lot must be approved in writing by the Architectural Review Board (ARB).

10. Regulation to Clarify Intent of Article XII., E., 14 of Declaration:

WHEREAS, Article XII, E., 14 of the Declaration reads as follows:

Corporation may require prior to the commencement of construction of improvements on a lot, the deposit of One thousand Dollars (\$1,000.00) bond to pay the cost of clean-up of any construction debris or mud on the roads, community use property, or property adjacent to the lot on which construction is occurring. Following completion of such construction, any portion of such deposit not expended in cleanup shall be refunded to the Lot owner.

AND WHEREAS, Article I., E. of the Declaration defines "Corporation" as meaning Twin Brook Hills Homeowners Association, Inc. and the "Board of Directors" as being the elected body governing the Corporation and managing the affairs of the Corporation;

NOW THEREFORE, the afore stated provision shall be interpreted by this regulation to read as follows:

The Board of Directors may require prior to the commencement of construction of improvements on a lot, the deposit of One thousand Dollars (\$1,000.00) bond to pay the cost of clean-up of any construction debris or mud on the roads, community use property, or property adjacent to the lot on which construction is occurring. Following completion of such construction, any portion of such deposit not expended in cleanup shall be refunded to the Lot owner.

11. Amendment or rescission of this Regulation to Clarify Intent of Certain Declaration Provisions for TWIN BROOK HILLS SUBDIVISION .

This Regulation to Clarify Intent of Certain Declaration Provisions for TWIN BROOK HILLS SUBDIVISION may be rescinded or modified by a future Board of Directors upon the recording of such rescission or modification in the Buncombe County, North Carolina Registry with specific reference to this recorded regulation.

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IN WITNESS WHEREOF THE UNDERSIGNED officers of TWIN BROOK HILLS HOMEOWNERS ASSOCIATION, INC., hereby certify that the above *Regulation to Clarify Intent of Certain Declaration Provisions* for Twin Brook Hills subdivision was duly adopted by the Association and the Association has caused this instrument to be executed by its duly authorized officers, and its corporate seal to be affixed hereto, to be effective as of the date of this instrument is recorded.

TWIN BROOK HILLS HOMEOWNERS ASSOCIATION, INC.

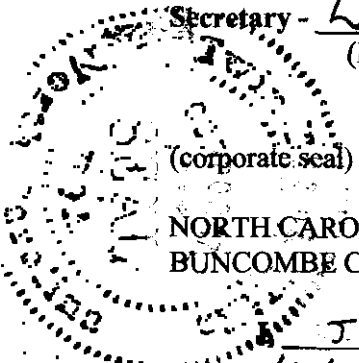
By: Hailey S. Hirsch- President

*Hailey Hirsch*

ATTEST:

*Linda B. Harris-Oliva*

Secretary - Linda B. Harris-Oliva  
(Print name)

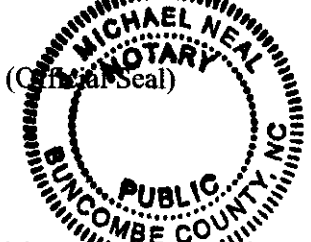


(corporate seal)

NORTH CAROLINA  
BUNCOMBE COUNTY

J. Michael Neal, Notary Public for said County and State, certify that Linda B. Harris-Oliva personally came before me this day and acknowledged that he or she is the Secretary of the TWIN BROOK HILLS HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President Hailey S. Hirsch, sealed with its corporate seal, and attested by Linda B. Harris-Oliva as its Secretary.

Witness my hand and official seal, this the 27<sup>th</sup> day of October, 2014.



(Official Seal)

*J. Michael Neal*

Notary Public

My commission expires February 11, 2018