

STATE OF NORTH CAROLINA

COUNTY OF MADISON
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by Susan Rector
Register of Deeds

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
RESTRICTIONS AND RESERVATIONS

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESERVATIONS SEVEN GLENS SUBDIVISION (hereinafter "Agreement") made and entered into as of the 8th day of July, 2006 , by and among Pheasant Run, Inc. (Subdivider), Seven Glens Homeowners Association, Inc. (Association), and all persons, firms, and corporations now owning or hereafter acquiring lots within the subdivision known as Seven Glens Subdivision..

WHEREAS, the Subdivider, as developer of that certain tract of land described in Deed Book 165, Page 13 and Deed Book 266, Page 395 reflected on the certain plats recorded in the Office of the Register of Deeds for Madison County, North Carolina, said land and plats being more particularly described on Exhibit A attached hereto and incorporated herein by reference, and said tract being commonly known as Seven Glens Subdivision (the "Subdivision"), has developed the Subdivision in separate segments being referred to as a "Phase"; and

WHEREAS, The Subdivider has previously recorded a Declaration of Protective Covenants, Restrictions and Reservations in the Office of the Register of Deeds for Madison county, North Carolina, including certain amendments thereto, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Declaration") to, be applicable to the Subdivision; and

WHEREAS, the Subdivider, the Association, and the Owners in accordance with North Carolina General Statutes Section 47F-1-102(d), have amended the Declaration to provide that the Subdivision shall be subject to the North Carolina Planned Community Act (the "Act"), as the same may be amended from time to time, said amendment having been recorded in Deed Book 358, at Page 79, of the Madison County Register; and

WHEREAS, in accordance with the Act, upon the affirmative vote of a greater than 67% majority of the members of the Association, including the Developer, the parties hereto have determined to amend the Declaration by deleting it in its entirety and in lieu thereof adopting this Agreement as the sole declaration applicable to the Subdivision; and

WHEREAS, the parties hereto intend and agree that the restrictions and other agreements contained in this Agreement shall apply to all present and future owners of Lots in the Subdivision and shall supercede and replace in their entirety the restrictive covenants applicable to the Subdivision, including, without limitation, those certain instruments recorded in the Office of the Register of Deeds for Madison County, North Carolina as more particularly described in Exhibit B; and

WHEREAS, the parties desire to impose upon the Lots in the Subdivision certain mutual and beneficial restrictions, covenants, conditions, and charges for the benefit and complement of all Lots in order to promote the best interest and protect the investments of all present and future owners of Lots in the Subdivision; and

WHEREAS, the Subdivider desires, in accordance with the terms and conditions contained herein, to transfer all of Subdivider's retained rights of control over certain Phases of the Subdivision to the Association for the benefit of the Subdivision and for the benefit of all present and future purchasers and owners of Lots in the Subdivision, and the Association desires to assume such control; and

NOW THEREFORE, in consideration of the premises and for the advantage and benefit which the Association, the Subdivider, and all present and future owners will receive from the sale and ownership of the Lots in a restricted subdivision and to establish a revised general scheme of development for the Subdivision, the Association, Subdivider, Owners and their heirs, legal representatives, successors and assigns, covenant, agree and hereby restrict the Subdivision as follows:

ARTICLE 1 DEFINITIONS

Section 1.1. "Act" means the North Carolina Planned Community Act as found in Chapter 47F of the North Carolina General Statutes, as the same may be amended from time to time.

Section 1.2. "Agreement" means this Amended and Restated Declaration of Protective covenants, Restrictions and Reservations.

Section 1.3. "ARC" shall mean the Architectural Review Committee established pursuant to Section 3.1 of this agreement.

Section 1.4. "Association" shall mean and refer to Seven Glens Homeowners Association, Inc.

Section 1.5. "Board of Directors" or "Board" shall mean the board of directors of the Association.

Section 1.6. "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.

Section 1.7. " Dwelling Unit" shall mean and refer to any detached single-family residential dwelling constructed or to be constructed on or within a Lot.

Section 1.8. "Common Property" shall mean all real and personal property, together with those areas within the Subdivision, which are currently or in the future may be deeded to or acquired by the Association for the common enjoyment of the Members of the Association.

Section 1.9. "Lot" shall mean and refer to any plot of land together with the improvements thereon shown upon any recorded or hereafter recorded subdivision plat of the land described in Exhibit A, or a plot of land conveyed to an Owner and described in the conveyance to be a "Lot".

Section 1.10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Dwelling Unit, which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.11. "Phase" shall mean the individual phase of development of the Subdivision, as shown on any Plats and in addition, as the final phase, all lots numbered 167 and higher.

Section 1.12. "Plans and Specs" shall mean the plans and specifications, including a complete site plan, required to be submitted to the ARC pursuant to Section 3.2 of the Agreement.

Section 1.13. "Plat" or "Plats" shall mean the plat(s) of survey for the subdivision depicting Lots and Common Areas therein which are referred to in Exhibit A attached hereto and subsequent plats which may hereafter be recorded of the Subdivision land as described in Exhibit A.

Section 1.14. "Subdivider" shall mean Pheasant Run, Inc. or its successors.

Section 1.15. "Subdivision" shall mean the property known collectively as Seven Glens, which shall include all additions thereto, including, without limitation, "The Gates at Seven Glens" and such other real property as may be brought within the Subdivision by the Subdivider as further provided herein.

Section 1.16. "Termination of Subdivider's Authority" shall mean the termination of all authority of the Subdivider under this Agreement as provided in Section 8.2 of this Agreement.

Section 1.17. "Trailer" shall mean a conveyance of any kind used to house or transport people, materials or objects which is designed to be pulled by a motorized vehicle.

ARTICLE II HOMEOWNERS ASSOCIATION

Section 2.1. Owners. All Owners in Seven Glens shall be members of the Association and participate in the responsibilities and privileges of the Association as set forth in the Bylaws of the Association and under applicable law.

Section 2.2. Subdivider. Subdivider will maintain roads within each Phase of the Subdivision. When 80% of the Lots within a particular Phase have been sold then the Association shall maintain the roads in such Phase. Roads throughout the Subdivision are private roads and will not be state maintained. Upon the sale of 80% of the Lots within a Phase, the Subdivider shall transfer control of such Phase to the Association, including the release of all of the Subdivider's reserved rights in such Phase.

ARTICLE III ARCHITECTURAL REVIEW AND CONTROL

Section 3.1. Members. Until the Termination of the Subdivider's Authority, the ARC shall be composed of two (2) members appointed by the Subdivider and one (1) member appointed by the Board of Directors of the Association, who may be a member of the Board. Thereafter, the ARC shall be composed of a Chairman and two (2) or more other persons all of whom shall be appointed by the Board of Directors of the Association and may include members of the Board.. ARC members appointed by the Board shall serve at the pleasure of the Board for a term of two (2) years and may be reappointed from time to time for any number of additional one (1) year terms. A quorum for ARC action shall be three members.

Section 3.2. Duties and Approval of Plans. It shall be the duty of the ARC to regulate the external design, appearance and location of Dwellings and improvements on any Lot and the clearing of such Lots. No building, structure, fence, driveway, road-cut or modification thereof of any kind, including, without limitation, above or in-ground pools, shall be erected, placed, altered or allowed to remain on any Lot until the plans and specifications for same, including a complete site plan (collectively the "Plans and Specs"), have been approved in writing by the ARC. In the event that no ARC is established, the Board of Directors shall have the authority to act as such pursuant to this Article III. The ARC shall have the authority to adopt architectural guidelines, procedures and reasonable rules and regulations regarding any matter relating to its function or purpose subject to the approval of the Board of Directors. The disapproval of Plans and Specs submitted may be based upon any reasonable grounds, including purely aesthetic judgment of the ARC. After the termination of the Subdivider's Authority, any disapproval by the ARC may be appealed to the Board if the Owner seeking to appeal has delivered to the Board written notice of request for appeal within ten (10) days after such Owner's receipt of disapproval by the ARC. Once Plans and Specs have been approved, no alterations

thereof may be made without the prior written consent of the ARC. Since it is the Association's and Subdivider's intention to create and maintain a relatively uniform scheme of finishes within the Subdivision, no alterations in the exterior appearance of any structure shall be made at any time without the prior written approval of the ARC. One complete copy of the Plans and Specs shall be furnished by the Owner to and retained by the ARC.

Section 3.3. Application Fee. Upon submission to the ARC of Plans and Specs for the construction of a Dwelling for approval, the Owner shall pay to the Association an Application Fee in the amount of \$1000.00, of which \$500 shall be retained by the Association, and \$500 may be refundable to the extent hereinafter provided upon completion of construction (including the driveway). The refundable portion of the Application Fee shall be returned to the Owner to the extent that the Owner is not obligated to the Association for any damages caused during construction and if the Owner and Owner's contractors have complied with the provisions of this Agreement during all phases of construction. Any portion of the Application Fee which is retained because of damages owed to the Association shall reduce the amount of such damages and the Owner shall remain liable for any remaining balance. The Board may increase or decrease, from time to time, the amount of the Application Fee, the amount that is refundable, or both.

Section 3.4. Rules and Regulations. The ARC and Subdivider shall have responsibility for implementing and enforcing reasonable rules and regulations promulgated in accordance with Article III, Section 3.2, and for enforcing the restrictions contained in this Agreement which are related to the function or purpose of the ARC as determined by the Board of Directors.

Section 3.5. Liability. Neither the ARC, the Association, the Subdivider nor any of their representatives shall be liable for damages to anyone submitting Plans and Specs for approval or to any Owner or occupant of any structure by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any Plans and Specs or the failure to approve any Plans and Specs. Any Owner making or causing to be made any proposed improvement or additions on any portion of a Lot or Dwelling Unit agrees and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, to hold the ARC, the Association, and Subdivider and all other Owners harmless from any liability, damage and from expenses arising from the construction and installation of any proposed improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the proposed improvement meets with all applicable governmental approvals, rules and regulations. No approval as provided herein shall be deemed to represent or imply that the proposed improvement, if constructed in accordance with the approved plans and specifications, will result in properly designed improvements or will meet all applicable building codes, applicable governmental permits or other governmental requirements

Section 3.6. Construction. The complete exterior of any dwelling constructed shall be finished in a timely, efficient and attractive manner within twelve (12) months from beginning of construction. This includes grading and clean up of unused materials. Commencement or start of construction shall begin with grading and clearing. All disturbed land shall be mulched for erosion control and seeded as soon as possible and disturbed parts of the road and road's right-of-way shall be brought back to the original condition. All primary residences shall be Dwelling Units and have no less than eighteen hundred (1800) Sq. Ft., (except within "The Gates" where the requirement is for no less than two thousand (2000) Sq. Ft.), of heated, finished living space, and a garage for at least two (2) cars. Multi-story residences must have a minimum of one thousand (1000) square feet on the main level. Open porches, basements (finished or unfinished) and garages shall not be counted in determining living floor space. One guest residence may be constructed in addition to the primary residence and must have a minimum of one thousand (1000) heated, finished square feet of living space and be in compliance with all of the provisions of this Agreement.

Section 3.7. Lot Conditions. An Owner shall ensure that the contractor or builder on any Lot shall keep the Lot and Association roadways free of dirt, mud, gravel, rubbish, boards, cans, papers and other unsightly refuse. During construction, entrances to the Lot must be graveled to prevent the tracking of dirt and mud onto Association roadways.

Section 3.8. Standards. All Dwelling Units, guest residences, and non-residential outbuildings shall be constructed, finished and maintained in accordance with (a) all applicable laws, codes and regulations, (b) high aesthetic standards, and (c) in good workmanlike manner, and shall be used only for purposes allowed under this Agreement.

Section 3.9. Clearing and Debris. There shall be no clear-cut area exceeding twenty-five one-hundredths (0.25) of an acre on any Lot except for that construction coincident with house seats, driveways, and other approved structures. No Lot shall be used as a dumping ground for trees, logs, stumps, debris or other unsightly material. It shall be the responsibility of the Lot Owner to immediately remove all such material from the Lot. Should the Owner not remove such material, then the Association may do so and recover the costs thereof from the Owner

Section 3.10. Utilities and Permits. All owners in Seven Glens are responsible for obtaining their own utilities and their own water source(s) on each tract, and each Owner shall be responsible for obtaining an acceptable domestic septic percolation approval from the Madison County Health Department.

Section 3.11. Driveways. A driveway shall be constructed from the private roadway of the Subdivision to the garage on each Lot. Unless a written exemption is received from the ARC and Developer, main driveways serving lots shall have a

minimum width of at least eight (8) feet. The driveways shall be surfaced with Portland cement concrete, asphalt, or other surfacing material approved by the ARC, except that the ARC may grant an exemption in writing for all or part of an unusually long or steep driveway, provided that the first twenty (20) feet, or such greater or lesser length as may be determined by the ARC depending upon the circumstances, from the Association roadway of every driveway shall be surfaced as aforesaid. Driveways shall be constructed and maintained by the Owner so as to prevent erosion and runoff. Ditches and culverts shall be installed to provide drainage, and roads shall be left in their original condition.

Section 3.12. Damage. Owners constructing new homes within the Subdivision shall be responsible for damages done to the Subdivision roadways during the construction process and shall immediately repair any damage done to Subdivision roadways at their own expense. Should the Owners not make such repairs, then the Association may cause repairs to be made and recover damages from the Owner. During construction, entrances must be graveled to prevent tracking of mud and dirt onto roadways.

Section 3.13. Approval Term. Approval of Plans and Specs for construction is only valid for six (6) months. If there is more than six (6) months between the approval and beginning of construction, the Plans and Specs must be resubmitted for reapproval by the ARC. Another Application Fee shall not be payable upon resubmission, if the resubmission is made by the same Owner who originally submitted the Plans and Specs for approval.

Section 3.14. Color. The color of any house or building must be approved by the ARC. This applies to the initial color of the house as well as to any changes in color.

Section 3.15. Fencing. The location, style and material of any fencing must be approved by the ARC..

Section 3.16. Builder Approval. All builders and site preparation contractors must be approved by the ARC.

ARTICLE IV USE RESTRICTIONS

Section 4.1. Trailers and Residences. No Trailer, mobile home, including single, double or triple-wide trailers, or other form of mobile or manufactured home, motor home, camper truck, or travel trailer shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

Section 4.2. Vehicles. No unlicensed, uninspected, or regularly inoperable vehicle shall be kept or allowed to remain on any roadway within the Subdivision or on any Lot outside of a garage, except that this restriction shall not apply to operable

antique, classic and vintage automobiles. Except for emergency repairs and subject to the variance provision of Section 8.3 of this Agreement, no person shall repair, store, or park any boat, camper, Trailer, or recreational vehicle or equipment of any kind upon any portion of the Subdivision, except inside a garage. The Board shall have the right and authority to formulate rules governing the size and weight of vehicles, which may be parked or stored within the Subdivision. No vehicle shall be parked overnight or regularly during the day on or abutting the roadways or shoulders within the Subdivision. During construction on a Lot, vehicles related to the construction shall not park on any property other than that specific Lot

Section 4.3. Trash and Lot Maintenance. No Lot shall be used or maintained in an unsightly manner, nor shall any junk, rubbish, trash, garbage, refuse, debris, or other unsightly material be kept on any Lot, except household garbage, trash and debris which is kept in covered containers which are reasonably screened from view. No material or liquid waste of any kind shall be drained, dumped or disposed of in any way into open ditches or watercourses.

Section 4.4. Activities. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become a nuisance or unreasonable annoyance to other Owners.

Section 4.5. Lighting and Noise. No exterior lighting of any kind, including without limitation mercury vapor lighting, shall be obtrusive or constitute a nuisance or unreasonable annoyance to other owners. No exterior noise and no noise from within any building, other than noise normally associated with grounds or building maintenance, shall be at such volume that the noise is audible beyond the boundaries of the Lot from which it originates so as to constitute a nuisance or unreasonable annoyance. No grounds or building maintenance producing any noise audible beyond the boundaries of the Lot from which it originates and no construction shall be permitted after 8:00 PM or before 7:00 AM.

Section 4.6. Airing and Drying. Outside airing or drying of clothes, bedding, towels or other items is not allowed.

Section 4.7. Satellite Dishes and Antennae. Certain antennas, including satellite dishes one (1) meter or less in diameter, are covered by the Federal Communications Commission's Over-the-Air-Reception Devices ("OTARD") Rule. The restrictions contained in this Section are intended and shall be construed so as to comply with such Rule. Any antenna, satellite dish, or similar object designed or intended to receive or transmit television, radio or other signals shall be attached to the Dwelling on the Lot on which it is located, provided, however, if the OTARD Rule applies to such device, such placement shall not be required if it precludes reception of an acceptable quality signal, or unreasonably delays or unreasonably prevents the use of or unreasonably increases the cost of the antenna. If attachment to the Dwelling is not so required, then the device shall be placed in such a location on the Lot as is least conspicuous from the roadway fronting the Dwelling (e.g. the rear of

the Lot) which is permissible under the OTARD Rule. Any antenna, satellite dish, or similar object designed to receive or transmit television, radio, or other signals, which is greater than one (1) meter in diameter or taller than three (3) feet, and which is not covered by the OTARD Rule, is not permitted. Questions as to the interpretation of the restrictions contained in this Section may be referred to the Board.

Section 4.8. Lot Subdivision. No resubdivision of Lots shall be permitted without the prior written approval of the ARC.

Section 4.9. Animals. No animals shall be allowed on any lot except three (3) domestic pets per Lot. Domestic pets shall not be allowed to run at large, nor to be a nuisance to other homeowners in Seven Glens. Horses shall be permitted on Lots as predetermined in writing by Subdivider prior to purchase from Subdivider. For Lots sold after the date of this Declaration, the written permission of the ARC shall also be required at the time permission of the Subdivider is granted. There shall be a minimum of two (2) acres of open pasture for each horse allowed. Horses shall be cared for, stabled and maintained in such a manner so as not to be a nuisance to other homeowners in Seven Glens. Properties used by horses must be seeded in grass and fertilized annually.

Section 4.10. Residential Use. Other than as permitted by Section 4.14, all Lots shall be restricted to residential purposes and no commercial or business endeavor shall be allowed in Seven Glens, except that an in-home business or occupation may be allowed so long as: (a) it does not have customers, suppliers, delivery trucks or clients coming to the Lot, other than on a non-routine, occasional basis, and (b) it does not violate any other provisions of this Agreement.

Section 4.11. Signs. Without the prior written approval of the ARC, no sign of any kind, other than political signs permitted under the Act, shall be displayed on any Lot (whether within or without a structure), except: (a) one sign advertising the property for sale which shall be neither more than four (4) square feet (including any frame or support structure), nor at the top more than four (4) feet above grade; or (b) one sign not exceeding the aforesaid size and height restrictions used by a builder to advertise the Lot during the construction and sale period. The Association shall have the right to erect entrance signs or other signs designed to designate areas within the Subdivision, including street signs.

Section 4.12. Tanks. Fuel tanks larger than one hundred (100) gallons and similar storage receptacles shall be installed only within the Dwelling Unit or garage, if permissible under law, or shall be buried. Fuel Tanks with a capacity of one hundred (100) gallons or less, and similar storage receptacles, shall be screened from view by fence or vegetation.

Section 4.13. Property Maintenance. The preservation of the present natural wooded and rustic character of the Subdivision shall be maintained by all Owners.

All Owners shall mow lawn areas, and otherwise maintain their Lots as is necessary to preserve and maintain the beauty of Seven Glens. Whether this standard has been met will be determined by the ARC. No planting shall obstruct the view of vehicle drivers at or approaching any intersection within the Subdivision.

Section 4.14. Rental. Neither a Dwelling Unit, nor guest residence, shall be used exclusively for rental and, except in extraordinary circumstances, all Dwelling Units shall be occupied by the Owner for at least part of each year. All rentals of a Dwelling Unit or guest residence shall be for a term of no less than three months. Prior to the commencement of any rental, an Owner renting a Dwelling Unit or guest residence shall notify the Association in writing of the name of the tenant, the length of the lease, and the address and telephone number where the Owner may be reached by the Association. The Owner shall advise the tenant of the requirements of this Declaration and all rules of the Association, and the Owner shall be responsible for the tenant's compliance therewith.

Section 4.15. Speed Limit. There shall be at all times in force and effect a twenty (20) mile-per-hour speed limit upon the roads within the Subdivision for the safety and welfare of all residents therein.

Section 4.16. Hunting and Weapons. No hunting shall be allowed at any place within the Subdivision, nor shall any firearms be discharged within the Subdivision.

ARTICLE V EASEMENTS

Section 5.1. Utility and Drainage Easements. Utility and drainage easements upon all Lots in the Subdivision are reserved for the installation, repair and maintenance of utilities and drainage facilities. Such easements shall be fifteen (15) feet in width from the center line of all platted roadway lines along all property lines of each Lot abutting a roadway, and seven and one half (7 ½) feet in width along every other boundary line of each Lot, or as otherwise shown on the recorded plats of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and other public conveniences, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The Association, Subdivider, and any utility company using the easements herein referred to shall not be liable for any damage by them or their assigns, agents, or employees or servants to shrubbery, trees, flowers or to the property of the Owners situated on the land covered by said easements. The Subdivider reserves the right to create and impose additional easements or rights of way over any Lot or Lots owned by it.

Section 5.2. Rights of Way. The Subdivider and the Association reserve a perpetual right-of-way for ingress, egress and utility purposes for use in this

Subdivision and for future development within the Subdivision. The Subdivider and Association also reserve the right to convey utility easements to the appropriate utility companies for the purpose of supplying the Owners with the necessary utilities.

Section 5.3. Access. Absolutely no access on or across any Lot of the Subdivision shall be permitted by any Owner to serve as access of any kind to property beyond the boundaries of the Subdivision. Only the Subdivider has the right to extend the limits of the Subdivision and provide the necessary private access roads to serve any areas extended.

Section 5.4. Entry Signs. Seven Glens entrance signs are located in a right-of-way on Lot 1 and inside the lot lines of Lots 1 and 13 and the Subdivider and Association reserve a right of way for the placement of such signs. Maintenance of such signs shall be the responsibility of the Association.

Section 5.5. Entry Fencing. Split-rail fencing located within property lines of Lots 1 and 13 is a permanent fixture and the Subdivider and Association reserve a right of way for the placement and maintenance of such split rail fence. Maintenance of such fence installed by the Subdivider shall be the responsibility of the Association.

ARTICLE VI ENFORCEMENT

Section 6.1. General. Enforcement of this Agreement shall be by proceeding at law or in equity commenced by any Lot Owner or by the Association against any person or persons violating or attempting to violate any provision of the Agreement, either to restrain violation and/or to recover damages. With respect to any action to enforce the provisions of this Agreement or the articles of incorporation, Bylaws, or rules or regulations of the Association, including without limitation, any foreclosure, the reasonable attorney's fees incurred by the prevailing party shall be paid to such party by the other party. Delinquent Owners shall be liable for the costs of the Association, including reasonable attorney's fees, incurred in the collection of unpaid assessments. Upon a violation of this Agreement by a Lot Owner for nonpayment of any General Assessment or Special Assessment, the Association shall have the right to suspend the offending Lot Owner's voting rights in the Association and the use by such Owner, his/her agents, family, employees and invitees of any Common Property in the Subdivision for any period during which an Assessment against the Lot remains unpaid.

Section 6.2. Late Charges and Fees. Any Assessment not paid within thirty (30) days after the due date shall be subject to a late charge in the amount of \$20.00. Further, any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law.

Section 6.3. Fees. Such service, collection, or administrative fees as may be adopted by the Board are hereby allowed pursuant to Section 47F-3-116 (a2) of the Act.

ARTICLE VII TERM

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until the 19th day of November, 2027 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended by affirmative vote or written agreement signed by Owners of Lots to which at least sixty-seven percent (67%) of the votes of the Association are allocated.

ARTICLE VIII OTHER PROVISIONS

Section 8.1. Severability. Invalidation of any of these covenants by judgment or court order in no way affects any of the other provisions which shall remain in full force in effect.

Section 8.2. Subdivider Rights. All authority of the Subdivider under this Agreement shall terminate upon the earlier of the sale of the last Lot in the Subdivision by the Subdivider, or the written voluntary termination of such authority by the Subdivider. The rights hereby reserved unto the Subdivider shall apply with equal force and effect to its successors and assigns, and the Subdivider may assign any of its rights in this agreement to any person, persons, firm or corporation.

Section 8.3. Prior Rights and Variances. Any violation of this Declaration which is a result of previous approvals granted by the Subdivider shall be deemed not to be a violation of this Agreement. Until the termination of the Subdivider's Authority, the ARC, and thereafter the Board of Directors, in its discretion may allow reasonable variances and adjustments of the restrictions of this Agreement in order to alleviate practical difficulties and hardship in their enforcement and operation, as well as, to make reasonable accommodation for reasonable inconsistencies resulting from the application of prior covenants, restrictions, or agreements superseded by this Agreement.

Section 8.4. Waiver. No provision contained in this Agreement or the Articles of Incorporation or Bylaws of the Association shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any person or entity as to the same or similar future violations, no matter how often the failure to enforce is repeated.