

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

References: Deed Book 4336, Page 44
Deed Book 4387, Page 1314

AMENDED AND RESTATED RESTRICTIVE COVENANTS FOR RIVER WALK

WHEREAS, River Walk Homeowners Association of Buncombe County, Inc., a real property development, was established as a planned community to be organized, controlled and governed by the Restrictive Covenants for River Walk recorded in Deed Book 4336, Page 44, Buncombe County, North Carolina Registry of Deeds on December 20, 2006 ("Original Covenants"). The Original Covenants were subsequently re-recorded in Deed Book 4387, Page 1314, Buncombe County, North Carolina Registry of Deeds on April 10, 2007; and

WHEREAS, in accordance with the Original Covenants, Bylaws and its Articles of Incorporation filed on April 13, 2007, River Walk Homeowners Association of Buncombe County, Inc., a North Carolina Non-Profit Corporation ("Association"), is the duly organized and authorized Association of lot owners at River Walk Homeowners Association; and

WHEREAS, River Walk Homeowners Association of Buncombe County, Inc. desires to amend and restate the Original Covenants, as amended, for the purposes of simplifying and clarifying the documents and executing one cohesive document to govern the River Walk Homeowners Association community; and

WHEREAS, N.C.G.S. 47F-2-117 of the Planned Community Act states that the covenants may be amended by written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated; and

WHEREAS, members owning the appropriate percentage of the lots River Walk Homeowners Association voted or consented in writing to adopt the following Amended and Restated Restrictive Covenants for River Walk for the purposes stated above;

NOW, THEREFORE, the original Restrictive Covenants for River Walk, as amended, are now amended by striking the documents in their entireties except for the purpose of preserving legal descriptions and by simultaneously substituting therefore the following Amended and Restated Restrictive Covenants for River Walk shall govern all River Walk and its membership.

NOW, THEREFORE, all of the property in RIVER WALK shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of RIVER WALK and which shall run with the real property described in each amendment to these Restrictive Covenants and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS:

SECTION 1. "ASSOCIATION" shall mean and refer to RIVER WALK HOMEOWNERS ASSOCIATION OF BUNCOMBE COUNTY, INC., a nonprofit corporation organized pursuant to North Carolina General Statutes Chapter 55A, commonly known as the North Carolina Nonprofit Corporation Act, its successors and assigns.

SECTION 2. "BYLAWS" shall mean and refer to the Bylaws of the Association as the same may now or hereafter exist.

SECTION 3. "COMMON ELEMENTS" shall mean all real property now owned or hereafter acquired by the Association for the common use and enjoyment of Owners and/or shown on a Plat describing portions of the Property, together with any area in which the Association has an easement or right and an obligation of maintenance thereof.

SECTION 4. "COMMON EXPENSES" shall mean and include: (a) all sums lawfully assessed against the Lot Owners by the Association; (b) expenses of administration, operation, maintenance, repair and replacement of the Common Elements and facilities and any reserve funds allocated for the same; (c) expenses agreed upon as Common Expenses by the Association; and (d) hazard and liability insurance premiums as required.

SECTION 5. "COMPLETED RESIDENTIAL STRUCTURE" shall mean and refer to a single-family dwelling unit constructed within the Property, for which a certificate of occupancy has been issued by Buncombe County or other applicable municipal authority for the residential structure.

SECTION 6. "DWELLING" shall mean and refer to a building located upon a Lot for use and occupancy as a single-family dwelling.

SECTION 7. "LOT" shall mean and refer to any numbered plot of land shown on the Plat, with the exception of the Common Elements.

SECTION 8. "MEMBER" shall mean and refer to any person or entity who holds membership with voting rights in the Association, which membership shall be derived from ownership of any Lot within RIVER WALK.

SECTION 9. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of this or subsequent sections within RIVER WALK, but excluding those persons or entities having such interests merely as security for the performance of an obligation.

SECTION 10. "PLAT" shall mean and refer to any plat of the Property or any part thereof, which has been recorded in the Office of the Register of Deeds for Buncombe County.

SECTION 11. The "PROPERTY" shall mean and refer to that certain real property shown and described on Exhibit "A" as attached hereto, subject to expansion and addition.

SECTION 12. "THE ACT" shall mean and refer to the North Carolina Planned Community Act set forth in Chapter 47F of the General Statutes of North Carolina, as it may be amended.

SECTION 13. "TRANSFERRING OWNER" shall mean and refer to any Owner that transfers title to any Lot for consideration.

ARTICLE II

COMMON ELEMENTS OWNERSHIP AND MAINTENANCE

SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have the right of ingress to and egress from the Common Elements, together with the right of enjoyment in and to the Common Elements, which rights shall be appurtenant to and shall pass with the title to every lot.

SECTION 2. DELEGATION OF USE. Any Owner may delegate his rights of enjoyment of the Common Elements to the members of his family, his tenants, contract purchasers who reside on the Lot, or to his guests. Any tenant, contract purchaser or guest to whom such rights of enjoyment have been delegated shall have the same rights and responsibilities as any other Owner in RIVER WALK. A Lot Owner who has delegated rights in the Common Elements to his tenant shall not, in addition to his tenant, have rights in the Common Elements.

SECTION 3. RIGHT TO USE ROADWAYS. Each lot shall be conveyed to its Owner with a perpetual, non-exclusive right to use any roadway within RIVER WALK subdivision as part of the Common Elements, but shall not block ingress or egress of driveways or access to mailboxes.

SECTION 4. RULES AND REGULATIONS. The Executive Board may from time to time promulgate reasonable rules and regulations respecting the restrictive covenants set out in this Article, but such rules and regulations shall be consistent with these restrictions and not in derogation of or intended as an amendment thereof.

SECTION 5. MORTGAGING COMMON ELEMENTS. The Association shall have power to borrow money for the purpose of improving the Common Elements, and pursuant thereto, to subject the Common Elements or any portion thereof that it owns to a Deed of Trust pursuant to Section 47F-3-112 of the Act.

ARTICLE III

THE ASSOCIATION: MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner in RIVER WALK, which is subject to assessment, shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have one (1) type of membership: All eligible Members shall be Owners, each of whom shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members; the vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

SECTION 3. ORGANIZATION OF THE ASSOCIATION. RIVER WALK Homeowners Association of Buncombe County, Inc. shall be organized pursuant to North Carolina law as a non-profit corporation.

SECTION 4. POWERS OF THE ASSOCIATION. Pursuant to Section 3-102 of the Act, the Association shall have all those powers enumerated in said Section. The Executive Board of the Association shall be organized and run pursuant to Section 3-103 of the Act (the "Board" or "Executive Board"). The Association shall adopt Bylaws in accordance with Section 3-106 of the Act. Meetings of the Association shall be held as provided for in Section 3-108 of the Act. Unless altered by a vote of the Association and amendment of the Bylaws, the necessary quorum at an Association meeting shall be those minimum requirements set forth in Section 3-109 of the Act. Qualifications for voting and use of proxies shall be as provided for in Section 3-110 of the Act, except that Subsection 3-110 (c) of the Act shall not be applicable to the Association.

The affirmative vote of no less than sixty-seven percent (67%) of all votes entitled to be cast by the Association Members shall be required in order for the Association to file a complaint with any governmental agency or body politic that has regulatory or judicial authority over the Property or any part thereof.

ARTICLE IV

THE BOARD

SECTION 1. BOARD MEMBERS. The number of members of the Executive Board shall be determined by the Bylaws. The Association shall elect the members of the Executive Board pursuant to the Bylaws.

SECTION 2. LIMITATION ON LIABILITY. Neither the Association, any Member, any officers, directors, or managers of the Association, nor any agents or employees of the aforementioned shall be personally liable for (a) debts incurred by the Association; (b) the tortious act of any other Member; or (c) any incidental or consequential damages for failure to inspect or repair any premises, improvements or portions thereof, regardless of whether such Member was acting on behalf of the Association. The Association shall, to the extent permitted by applicable law, indemnify, hold harmless and defend all members of the Board against all liability and damage, real or alleged, arising from or relating to the performance by the Board of its duties and obligations, except, however, from any such loss, cost, expense, damage liability, action or cause of action resulting from the gross negligence or willful misconduct of the person or persons to be indemnified.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual and special assessments to be established and collected as hereinafter provided. Each Owner shall assume the obligation of maintenance of their Lot(s). The Association shall be obligated to maintain the Common Elements so conveyed.

Assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall be the personal obligation of the person or entity who was the Owner of a Lot at the time when the

assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. INITIAL ASSESSMENT. The Association shall collect at each closing of the sale of a Dwelling, an Initial Assessment established by the management company, which assessment shall be paid by the purchaser or seller to said Management Company.

SECTION 3. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to maintain Common Elements, including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, procurement and maintenance of insurance related to the Common Elements, their facilities and use in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, the employment of property managers, and such other needs as may arise. Any assessment charged and collected shall relate to the cost of maintenance of the Common Elements and those costs associated with such maintenance and shall include a reserve fund in reasonable amount in anticipation of such costs.

SECTION 4. PAYMENT OF ANNUAL ASSESSMENT DUE DATES. Each owner of a Lot shall pay to the Association annual assessments levied by the Association (“the Annual Assessments”) as follows:

A. The Annual Assessment provided for herein for any Lot shall become binding on the Owner of the Lot.

B. Subject to paragraph A. above, the Annual Assessments for each Lot shall be collected annually and shall be due and payable by January 31st of each calendar year.

SECTION 5. AMOUNT OF ANNUAL ASSESSMENTS.

A. The Executive Board shall annually prepare a budget (the “Annual Budget”), which shall depict the estimated costs of operating the Association for the coming calendar year.

B. The Annual Assessment for each Lot shall be established as follows:

1. For each calendar year the Board shall prepare a proposed Annual Budget. Such proposed Annual Budget or a summary thereof and a notice of a meeting for ratification of such proposed Annual Budget shall be sent not less than ten (10) days nor more than sixty (60) days prior to the date of such meeting and shall include a statement that such Annual Budget may be ratified without a quorum, which is not necessary for ratification of such proposed Annual Budget. Such Annual Budget is ratified unless at

such meeting a majority of the Association Members rejects such Annual Budget. If the Annual Budget is rejected, the most recent budget ratified by the Association members, shall be continued until a new Annual Budget is ratified by the Association Members. The Board shall set the amount of the Annual Assessment based upon the Annual Budget and may be adjusted annually thereafter by a majority vote of the Board.

2. At least thirty (30) days prior to each Annual Assessment period, the Board shall establish the amount of the Annual Assessment, which shall not increase more than 10-percent each calendar year with a maximum annual assessment cap of three hundred dollars (\$300.00).

SECTION 6. UNIFORM RATE OF ASSESSMENT. Subject to Section 4, assessments must be fixed at a uniform rate for all Lots, except for the special assessments provided for in Section 10 of this Article or if one of the exceptions listed in Section 3-115 (c) of the Act applies.

SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at a rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose its lien against the Lot against which the delinquent assessment has been levied. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Elements or abandonment of his Lot. Owners with liens for failing to pay annual or special assessments will not have the right to vote in person or by proxy as defined in Article III, Section 2 and shall be restricted access to the common elements common elements until the lien is paid in full, after the Association has provided the owner with notice and an opportunity to be heard.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Nothing herein shall prevent and any mortgagee may, at its option, pay any delinquent obligations of an Owner. The Association shall notify by registered mail, return receipt requested, any mortgagee of any delinquency or default in the presence of any obligations of an Owner prior to taking any action against such Owner, which would affect the mortgagee.

SECTION 9. SPECIAL ASSESMENTS FOR CAPTIAL IMPROVEMENTS. In addition to the Annual Assessments, the Association may levy a special assessment for payment of a repair, replacement or improvement upon the Common Elements. Such special assessment

must have the approval of fifty-one percent (51%) of the votes of members who are voting at a meeting duly called and noticed for this particular purpose, including proxy votes.

SECTION 10. SPECIAL INDIVIDUAL ASSESSMENTS. The Executive Board may levy special assessments against individual Owners (a) for the repair, construction, reconstruction, or replacement of any damaged area or component of the Common Elements when such damage is a result of the acts of the Owner or Owner's agent or (b) for the payment of fines, penalties or other charges imposed against an Owner as a result of such Owner's failure to comply with the terms contained herein, the Bylaws or any rules and regulations promulgated thereunder. The Executive Board shall establish the payment due date for any such special assessment within the Executive Board resolution authorizing such special assessment. Upon establishment of such special assessment, the Executive Board shall send written notice of the amount and due date of the special assessment. Such special assessments referred to herein may be levied against those Owners of and Lot.

SECTION 11. EXEMPT PROPERTY. All property donated or dedicated to, and accepted by, a public authority or charitable or non-profit organization exempt from taxation by the State of North Carolina shall be exempt from the assessments herein described. Except, however, no land or improvements used as a Dwelling shall be so exempt from such assessments.

ARTICLE VI

ARCHITECTURAL CONTROL

SECTION 1. ARCHITECTURAL COMMITTEE. Upon the formation of the Association as provided for herein, an architectural review committee (the "ARC") shall be organized by the Executive Board. The ARC shall consist of three (3) members. The terms of all ARC members shall be for two (2) years; provided, however, that the terms of those elected by the Executive Board shall be staggered such that the terms of two (2) members of the ARC shall expire each year. The ARC shall select its own chair, who shall call meetings of the ARC by providing at least forty-eight (48) hours' notice to each member of the ARC. A quorum of the ARC shall consist of a majority of its members and a majority of such members at a meeting where a quorum is present may act. The ARC will determine all other working and organizational matters of the ARC.

SECTION 2. APPROVAL OF PLANS AND SPECIFICATIONS. No building, fence, wall, deck, mailbox or other structure shall be commenced erected or maintained within RIVER WALK, not shall any exterior addition to or change or alteration be made until the plans and specifications shall have been submitted and approved in writing by the Association.

All proposed plans and specifications must be submitted to the ARC, which shall review such plans. If within thirty (30) days after its receipt of such plans and specifications contained in an Owner's application, the ARC does not give such owner written notice of disapproval and reasons therefor, the plans specifications shall be deemed to be approved. Refusal of any plans or specifications by the ARC shall be based on lack of conformity to the published Architectural Standards or upon a determination by the ARC that the planned improvements is likely to cause a violation of the restrictions contained herein. The ARC must, however, state in writing the reasons for any such refusal. Upon giving approval to such plans and specifications the Owner shall be obligated to begin construction and complete the same in conformity with such plans as have been previously approved by the ARC, and the ARC shall be entitled to stop, through injunction or other legal means, any construction which is in violation of these restrictions.

Upon review of plans and specifications, the ARC shall approve or disapprove such plans or specifications based on simple majority vote either in person or electronically.

SECTION 3. MAINTENANCE. The Association shall maintain the Common Elements. Each Owner shall be responsible for the exterior maintenance of his or her Dwelling and Lot, including but not limited to all landscaping, sidewalks, improvements and buildings. The Association shall have the power, upon the recommendation of the Board or upon its own initiative, to perform exterior maintenance on an Owner's Lot or Dwelling if such Owner has been negligent or failed to maintain such Lot and/or exterior of his or her Dwelling in a manner consistent with other Lots and Dwellings in RIVER WALK. Provided, however, that the Association shall first give written notice to the Owner of the specific items of maintenance the Association intends to perform. Such Owner shall thereafter have forty-five (45) days from the date of such notice within which to perform such exterior maintenance. While the determination as to whether an Owner has neglected or failed to maintain his or her Dwelling in a manner consistent with the other Dwellings in RIVER WALK shall be made by the Association, the Association shall take into consideration all recommendations of the Board. Any determination by the Association that an Owner has neglected or failed to maintain his or her Dwelling in a manner consistent with the other Dwellings within RIVER WALK shall be made in good faith.

The Association hereby reserves the right to unobstructed access over and upon each Lot at all reasonable times to perform exterior maintenance as provided for herein. In the event that the Association performs such exterior maintenance, the cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject.

SECTION 4. LIMITATION OF LIABILITY. Neither the Board, the Association, the ARC nor any representative or representatives thereof, including their successors and assigns, shall be liable to anyone submitting plans and specifications for approval, or to any Owner, arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person, corporation, partnership or other entity that submits plans and specifications to the Board, Association or ARC for approval agrees that by such act, and

every Owner agrees by acquiring legal title to any Lot or any interest therein, it will not bring any action, proceeding or suit against the Board, the Association, the ARC or any representative thereof to recover any such damages. The approval of any such plans and specifications shall be given solely to protect the appearance of the Property, and shall not be in any way deemed a warranty, representation or covenant that the proposed work complies with any applicable laws, rules or regulations or any standard of care regarding structural design and construction.

ARTICLE VII

PROTECTIVE COVENANTS

SECTION 1. RESIDENTIAL USE AND RENTAL OF LOTS. All Lots shall be used, improved and devoted exclusively to single-family residential use. And shall not be used for any visible business or commercial activity. No trade or business shall be carried on upon any Lot, but restriction shall not prohibit a home occupation, which does not unreasonably increase traffic or cause any noxious or offensive activity within RIVER WALK. No structure, except as herein stated, shall be constructed upon any Lot other than one (1) single-family Dwelling.

SECTION 2. BUILDING SETBACK. No building or structure shall be located on any Lot nearer to the front, side, or back lot lines established by Town of Woodfin zoning requirements.

SECTION 3. NUISANCES. No noxious or offensive activities shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No plant, animal, device or thing of any sort whose normal use or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the environment in RIVER WALK by the Lot Owners, tenants and guests thereof may be maintained. All noise violations can be referred to the Town of Woodfin.

SECTION 4. ANIMALS. Generally recognized house pets, in reasonable numbers, may be kept and maintained at a Lot, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the supervision of their Owner when they are outside the occupant's Dwelling and must not become a nuisance to other residents at any time. No dangerous or potentially dangerous animals, as defined by Buncombe County or Town of Woodfin Ordinance, shall be kept within RIVER WALK.

All animal waste must be contained and disposed of by the owner of such animal. All pets must always be current on all vaccinations and medications, including, but not limited to rabies vaccines, flea and tick prevention. Each Owner shall be responsible for any damage done by his/her pet to the landscaping, improvements on any Lot, or common element. No pet may be tied or otherwise attached to any Dwelling, structure, or stake at any time nor may any pet be left unattended outside of the occupant's Dwelling.

SECTION 5. PARKING AND MOTOR VEHICLES. No parking of unlicensed, uninspected or non-operable vehicles shall be allowed on any Lot outside a Dwelling. Except for emergency repairs, no person shall repair, restore or store any vehicles, boat, trailer or recreational vehicle upon any Lot outside a Dwelling. No boats, motor homes, travel trailers or other recreational vehicles may be stored upon any Lot for more than three (3) consecutive days unless the same is within an enclosed garage.

All motor vehicles shall be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise. No motor vehicles shall be driven on pathways, unpaved Common Elements, or roadway shoulders within RIVER WALK. Vehicles are not allowed to be parked on lawns for more than three (3) consecutive days.

SECTION 6. OUTSIDE ANTENNAE. No outside radio or television antennae or satellite dishes shall be erected on any Lot, except as approved in writing by the Association. Satellite dishes of no more than twenty-four (24) inches in diameter will be allowed within RIVER WALK.

SECTION 7. TRASH RECEPTACLES. All trash shall be kept only in trash receptacles and in areas upon a Lot that are not visible from any street other Lot or Common Element. No dumping of trash, garbage, sewage, sawdust or other waste shall be allowed and no unsightly or offensive material shall be placed upon the Common Elements, except as is temporary and incidental to the bona fide improvement of the area as a Common Elements.

SECTION 8. SIGNS. No permanent signs of any kind shall be displayed to the public view on any Lot. After occupancy, a sign of not more than five square feet advertising the property for sale or rent shall be allowed upon a Lot. Owners are allowed to erect one political sign with the maximum dimensions of twenty-four inches by twenty-four inches (24" x 24") on their Lot. The political sign may only be erected forty-five (45) days before an election day and must be removed seven (7) days after an election day.

SECTION 9. FENCES. Barbed, chicken wire or any similar fencing shall not be permitted on any Lot. All proposed fences must comply with the Fence Requirements as set forth by the RIVER WALK Home Owners Association Architectural Standards. Compliance of the Fence Requirements shall not relieve the Owner of compliance with Article VI above or these covenants.

SECTION 10. TEMPORARY STRUCTURES. No improvement or structure of a temporary nature shall be erected or allowed on any Lot or the Common Elements unless and until permission for the same has been granted by the Association. No outdoor clothes lines shall be permitted to be erected or allowed on any Lot.

SECTION 11. USE OF COMMON ELEMENTS. The Common Elements shall not be used in any manner except as shall be approved or permitted by the Executive Board. The establishment of the Common Elements does not grant in any way to the public or to any adjacent to surrounding landowners the right to enter upon or use such Common Elements without the express written consent of the Association.

SECTION 12. ACCESS TO LOTS. The Association, its agents and employees shall have access to each Lot during reasonable working hours, upon oral, written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Elements, or facilities situated upon any Lot that serve such Lot or another Owner's Lot. The Executive Board reserves unto itself, its successors and assigns the right to go onto, over and under the Property to erect, maintain and use all equipment necessary for the conveyance and use of utilities or public conveniences in the Common Elements. This reservation and right expressly includes the right to cut trees, bushes, or shrubbery, grade the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Executive Board reserves the right to locate equipment and structures within the Common Elements that may be of benefit and enjoyment of RIVER WALK. The Executive Board is allowed by these Restrictive Covenants to enter any Lot or Common Elements to provide any service to the Property, the act of entering the Property and taking such actions shall not be deemed a breach of these Restrictive Covenants by the Association.

SECTION 13. PLUMBING. All plumbing, dishwashers, toilets and sewage disposal systems shall be connected to the central sewer system available to the Lot and all water shall be supplied by any central water service available to the Lot.

SECTION 14. MAINTENANCE AND LANDSCAPING. All Owners shall keep their Lots, whether occupied or unoccupied, free of all trash, rubbish, and debris and shall keep all Lots in a neat and attractive condition. All improvements erected on Lots shall be maintained in a clean, neat and orderly condition and in a good state of maintenance and repair. The Association shall be exclusively responsible for the installation, planting and maintenance of all landscaping within the Common Elements.

SECTION 15. ACCESS. There shall be no vehicular access to any Lot except from designated roads lying within the Common Elements as shown on the Plat.

SECTION 16. HUNTING PROHIBITED. The hunting of birds or animals within the Property or from the Property is prohibited.

SECTION 17. NO ABOVE GROUND POOLS. No above ground swimming pools may be installed, placed or erected upon any Lot.

SECTION 18. FUEL TANKS OR CONTAINERS. All fuel tanks or oil tanks or containers shall be enclosed within a structure, in a manner consistent with normal safety precautions, and no fuel tank or container may be installed within or under a Lot or buried underground without the express written consent of the Association.

SECTION 19. RECONSTRUCTION. Any building on any Lot which is destroyed in whole or in part by fire, windstorm, flood or any other act of God or by an intentional act must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of any construction thereon with reasonable promptness; provided, however, that any such reconstruction must be commenced within six (6) months from the date of such destruction or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within six (6) months of such destruction.

SECTION 20. SUBDIVISION. No Lots shown on the original Plat shall be subdivided so that they are reduced in size by more than twenty percent (20%).

SECTION 21. LEASING. Any Completed Residential Structure on any Lot may be leased so long as: (a) such lease is for a term of at least twelve (12) consecutive months; and (b) use of the Lot by the tenant of a lease shall be in conformity with these Restrictive Covenants and the Bylaws, Rules and Regulations of the Association. Short term leasing is specifically prohibited. The Association's Executive Board is authorized to review the Owner's lease with a tenant.

SECTION 22. HAZARDOUS ACTIVITIES. Nothing shall be done or kept on any Lot or in any Common Element which will increase the rate of insurance on the Common Elements or any other Lot or which would be: in violation of any law, ordinance, regulation or similar rule without the prior written consent of the Association and Lot Owner. No Owner shall permit anything to be done or kept on his or her Lot or in the Common Elements which would result in the cancellation of insurance or increase in insurance premiums on any part of the Common Elements, or which would be in violation of any law, ordinance, regulation or similar rule.

SECTION 23. REGULATIONS. Reasonable regulations governing the use of the Common Elements and external appearance of all structures located upon all Lots may be made and amended by the Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Owners before the same shall become effective. Copies of such regulations and any amendments thereto shall be furnished to each Owner by the Association upon request.

SECTION 24. CONSTRUCTION DAMAGE. It shall be the obligation of the Owner of a Lot to repair any damage to curbs, guttering, paving, water lines, electric lines, or any other improvements within RIVER WALK which occurs during the period of construction and is

caused by contractors or subcontractors involved in construction on the Owner's Lot. In case of any such damage to improvements, the Association may immediately take such action as is necessary to repair such damage; the Owner of the Lot shall, within thirty (30) days, reimburse the Association for the cost of such repair, materials and labor. The Owner of such Lot is similarly responsible for proper removal of any trash or debris which is a result of such construction which is located on such Lot. Notwithstanding the above, the provisions of this paragraph apply to any Lot Owner.

SECTION 25. COMPLIANCE. In the event that the Owner of any Lot fails to comply with any of the restrictions set forth in this Article or any rule or regulation promulgated by the Association, the Association shall have the right to enter any Lot and undertake any necessary action in order to cure such Owner's noncompliance. All expenses and costs incurred by the Association in curing such noncompliance shall be charged to the noncomplying Owner and shall be payable by such Owner to the Association immediately upon demand.

SECTION 26. EROSION CONTROL. The Owner of any Lot shall, by acceptance of a deed for a Lot, be obligated to provide adequate erosion control measures as a part of the construction process in order to minimize siltation or erosion of areas outside the Lot of such Owner. It shall be the duty of such Owners to design and execute such control measures so as to avoid damage to adjoining Lots or properties. If such Owner has not provided adequate control measures which comply with applicable erosion control regulations, or if the Owner is in violation of this, the Association may, after five (5) days written notice to such Owner, perform such measures, in which case the Owner agrees to reimburse the Association within thirty days the cost of materials and labor of such control measures performed by the Association. Notwithstanding the above, the provisions of this paragraph apply to any Lot Owner.

SECTION 27. DRAINAGE. The Owner of any Lot shall not, by acceptance of a deed for a Lot, perform any act which will impede the water drainage for such Lot or any other Lot within RIVER WALK. It shall be the duty of all Owners to refrain from constructing, placing or planting any structure, plant or other object that impedes the proper water drainage upon the Lots within RIVER WALK.

ARTICLE VIII

INSURANCE

SECTION 1. COVERAGE. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage, as a common expense in accordance with Section 47F-3-113 of the Planned Community Act and as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described

herein will not be maintained, the Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Lot Owners at their respective last known addresses.

SECTION 2. PROPERTY AND CASUALTY INSURANCE. The Association shall procure and maintain property and casualty insurance on the Common Elements insuring against all risks of direct physical loss, including fire and extended coverage periods, for and in an amount equal to one hundred percent (100%) of the replacement costs of all structures on the Common Elements.

SECTION 3. LIABILITY INSURANCE. The Association shall maintain liability insurance in reasonable amounts covering all occurrences, commonly insured against for death, bodily injury, and property damage rising out of or in connection with the use, ownership, or maintenance of the Common Elements and covering the Association, the Executive Board, Officers, and all agents and employees of the Association and all Lot Owners and persons entitled to occupy any Lot or other portion of the Property.

SECTION 4. POLICY REQUIREMENTS. In accordance with Section 47F-3-113(c) of the Planned Community Act, the insurance policies carried in accordance with Sections 1, 2 and 3 above must provide that:

- A. Each Lot Owner is an insured person under the policy to the extent of the Lot Owner's insurable interest;
- B. The insurer waives its right of subrogation under the policy against any Lot Owner or members of the Lot Owner's household;
- C. No act or omission by any Lot Owner, unless acting within the scope of his or her authority on behalf of the Association, will preclude recovery under the policy; and
- D. If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

SECTION 5. ASSOCIATION AS TRUSTEE. All such insurance coverage shall be written in the name of the Association as trustee for itself, each of the Owners, and the mortgagees of Owners, if any. The proceeds from property and casualty insurance claims shall be payable to the Association as trustee for all Lot Owners and mortgagees of Owners. It shall be the duty of the Executive Board at least annually to conduct an insurance review to determine that the policies in force are adequate to meet the risks of the Association. Such a responsibility may be performed and shall be deemed reasonably performed by the Board requesting the Association's insurance agent to verify insurance policies in existence to meet the needs of the Association. All insurance shall run to the benefit of the Association, the respective Lot Owners, and their respective mortgagees as their interests may appear. Policies may contain reasonable

deductibles and the amount thereof shall be added to the face amount of the policies in determining the amount of coverage.

SECTION 6. OTHER INSURANCE. The Executive Board shall obtain as a common expense:

- A. Worker's Compensation Insurance if and to the extent necessary to meet the requirements of North Carolina law;
- B. Officers and Directors Liability Insurance in such amount as the Board may determine. Such insurance shall contain a cross liability endorsement;
- C. Such other insurance as the Executive Board may determine to be necessary.

SECTION 7. OWNER INSURANCE REQUIREMENTS. Each Owner shall secure and maintain in full force and effect at such Owner's expense one or more insurance policies insuring Owner's improvements for the full replacement value thereof against loss *or* damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief.

ARTICLE IX

EASEMENTS

SECTION 1. EASEMENT FOR LANDSCAPING. The Association is hereby granted an exclusive easement for the purpose of landscaping all Common Elements, in the sole discretion of the Association.

SECTION 2. EASEMENT FOR SCREENING. The Association reserves the right and easement to erect permanent walls on the Common Elements and within the easements of the purposes of providing screening, privacy, decoration retainage and topographical stability in connection with the overall plan for continuing improvements and maintenance of the property.

ARTICLE X

OBLIGATIONS TO MORTGAGEE

The following provisions are established for the benefit of the holders of mortgages (the definition of mortgage to include deeds of trust or other security instruments) encumbering any Lots located within RIVER WALK.

- A. The Association shall be obligated to notify the holder of any first mortgage on a Lot, upon request of such holder, of any default by the Lot Owner in the performance of any

of such Owner's obligations described herein (including failure to pay assessments as and when due) which is not cured within sixty (60) days from the date of such default.

B. Written notice by the Association shall be sent, upon request, to the holders of all first mortgages encumbering any of the Lots located within RIVER WALK setting forth the purpose of the meeting not less than thirty (30) days in advance of any meeting being called for the purpose of amending, extending or renewing any of the provisions of these Restrictive Covenants or the Articles of Incorporation or Bylaws of the Association. No such amendment, extension or renewal shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot located within RIVER WALK unless such mortgage holder shall consent thereto in writing.

C. Unless the required number of first mortgages as required by The Act (based upon one vote for each first mortgage owned) and Owners of the Lots in RIVER WALK have given their prior written approval, the Association shall not be entitled to:

(1) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements owned directly or indirectly, by the Association for the benefit of the Lots in RIVER WALK. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Association shall not be deemed a transfer within the meaning of this paragraph;

(2) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner;

(3) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots, the maintenance of the Common Elements, or the upkeep of lawns and plantings in RIVER WALK;

(4) fail to maintain fire and extended coverage on insurable Common Elements on a current replacement cost basis in an amount not less than one hundred per cent (100%) of the insurable value (based on current replacement cost); and

(5) use hazard insurance proceeds for losses to any Common Elements for other than the repair, replacement or reconstruction of such Common Elements.

D. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements and may pay overdue premiums on hazard insurance policies, or secure new hazard

insurance coverage on the lapse of a policy, for such Common Elements and first mortgages making such payments shall be owed immediate reimbursement therefore from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees of Lots in RIVER WALK duly executed by the Association, and an original or certified copy of such agreement shall be furnished to the Association.

E. No provision shall be construed to give a Lot Owner or any other party priority over any rights of first mortgagees of Lots in RIVER WALK pursuant to their mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Elements.

ARTICLE XI

GENERAL PROVISIONS

SECTION 1. TERMINATION. Termination of the Planned Community shall be accomplished only in accordance with Section 47F-2-118 of the Planned Community Act.

SECTION 2. AMENDMENT. These Restrictive Covenants may be amended only by affirmative vote of or written agreement signed by Lot Owners of Lots to which at least sixty seven percent (67%) of the votes in the Association are allocated. The procedure for amendment shall follow the procedure set forth in Section 47F-2-117 of the Planned Community Act. No amendment shall become effective until recorded in the office of the Register of Deeds of Buncombe County, North Carolina.

SECTION 3. ENFORCEMENT.

A. ENFORCEMENT POWERS.

(1) Fining Powers. Pursuant to Sections 47F-3-102(a)(11) and 47F-3-107.1 of the Planned Community Act, after notice and an opportunity to be heard, the Board shall have the power to impose fines in an amount not to exceed one hundred dollars (\$100.00) per violation, such amount to be assessed per day for a continuing violation, for any violation of any duty imposed under the Planned Community Act, the Restrictive Covenants, Bylaws, or Rules and Regulations duly adopted pursuant thereto against Owners or occupants, which fine(s) shall constitute an assessment against the Lot in accordance with Article V hereof, and become a personal obligation of the Lot Owner, and a lien upon the Property; to suspend an Owner's or occupant's right to use the Common Elements; and to suspend an Owner's right to vote. In the event that any occupant of a Lot violates the Planned Community Act, Restrictive Covenants, Bylaws, or the Rules and Regulations and a fine is imposed, the fine shall first be assessed against such

occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Resident Lot Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Planned Community Act, Restrictive Covenants, Bylaws, or Rules and Regulations, shall not be deemed a waiver of the right of the Board to do so thereafter. Additionally, Lot Owners waive and release any defense that enforcement is or may be selective. Charges for late payments of assessments under Article V of the Restrictive Covenants are not to be regarded as fines that warrant a hearing under this Section.

(2) Abatement and Enjoinment of Violations. In addition to any other remedies provided for herein, the Association through the Board shall have the power to enter upon a Lot or any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any erection, thing, or condition which violates the Restrictive Covenants, Bylaws, or Rules and Regulations. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise such abatement and an opportunity to be heard. All costs of abatement, including reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments. Additionally, the Association through the Board shall have the power to enjoin or to remedy by appropriate legal proceeding, either at law or in equity, the continuance of any violation of the Restrictive Covenants, Bylaws, or Rules and Regulations. All costs of any such legal action, including reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

B. ENFORCEMENT PROCEDURES.

In accordance with Section 47F-3-107.1 of the Planned Community Act, the Executive Board shall not impose a fine or charge for damages against a Lot Owner or suspend a Lot Owner's planned community privileges or services unless and until the following procedures are followed:

(1) Notice. If it appears that a Lot Owner is in violation of the Restrictive Covenants, Bylaws, or Rules and Regulations, the Board shall give the violator written notice of the alleged violation. This notice shall state: (a) the nature of the alleged violation; (b) the date, time and location that the violator will have the opportunity to be heard to explain why the Lot Owner is not in violation of the Restrictive Covenants, Bylaws, or Rules and Regulations; (c) that any statements,

evidence and witnesses may be produced by the violator at the hearing; and (d) that the Lot Owner has the right to be represented by an attorney at the hearing.

(2) Hearing. The hearing shall be held before the Executive Board and the violator shall be given a reasonable opportunity to be heard. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five (5) days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The Board shall render its Final Decision to the Lot Owner regarding imposition of the fine or suspension of planned community privileges or services. Charges for late payments under Article V of the Restrictive Covenants are not to be regarded as fines that warrant a hearing under this section.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect any other provisions of these Restrictive Covenants, which shall remain in full force and effect.

SECTION 5. CONSTRUCTION. These Restrictive Covenants is made pursuant to the Act and shall be construed and controlled by and under the laws of the State of North Carolina.

SECTION 6. NOTICE. Except as otherwise set forth herein, whenever written notice to an Owner or Member is required hereunder, such notice shall be given via first-class mail, postage paid, to the address of such Owner or Member appearing on the records of the Association.

SECTION 7. TITLES. The titles, headings and captions, which have been used throughout these Restrictive Covenants, are for convenience only and are not to be used in construing these Restrictive Covenants or any part thereof.

SECTION 8. WAIVER. The Executive Board has the right to waive any unintentional violation by an appropriate instrument in writing.

IN WITNESS WHEREOF, the undersigned President of River Walk Homeowners Association of Buncombe County, Inc. hereby certifies that the above Amended and Restated Restrictive Covenants for River Walk were duly adopted by the Association and its membership in accordance with and pursuant to the Planned Community Act and the Bylaws of the Association.

This _____ day of _____, 2017.

**RIVER WALK HOMEOWNERS ASSOCIATION
OF BUNCOMBE COUNTY, INC.**

by: _____
President

Attest: _____
Secretary

STATE OF NORTH CAROLINA
COUNTY OF _____

I _____, Notary Public for said County and State, certify that _____ personally came before me this day and acknowledged that she/he is Secretary of River Walk Homeowners Association of Buncombe County, Inc., a 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 and attested by herself/himself as its Secretary.

Witness my hand and official seal, this the _____ day of _____, 2017.

(SEAL) _____

Notary Public

My commission expires _____

Exhibit A Phase 1



LOT	AREA (AC)	AREA (SQ FT)	AREA (SQ YD)
1	0.28	19,200	2,133
2	0.28	19,200	2,133
3	0.28	19,200	2,133
4	0.28	19,200	2,133
5	0.28	19,200	2,133
6	0.28	19,200	2,133
7	0.28	19,200	2,133
8	0.28	19,200	2,133
9	0.28	19,200	2,133
10	0.28	19,200	2,133
11	0.28	19,200	2,133
12	0.28	19,200	2,133
13	0.28	19,200	2,133
14	0.28	19,200	2,133
15	0.28	19,200	2,133
16	0.28	19,200	2,133
17	0.28	19,200	2,133
18	0.28	19,200	2,133
19	0.28	19,200	2,133
20	0.28	19,200	2,133
21	0.28	19,200	2,133
22	0.28	19,200	2,133
23	0.28	19,200	2,133
24	0.28	19,200	2,133
25	0.28	19,200	2,133
26	0.28	19,200	2,133
27	0.28	19,200	2,133
28	0.28	19,200	2,133
29	0.28	19,200	2,133
30	0.28	19,200	2,133
31	0.28	19,200	2,133
32	0.28	19,200	2,133
33	0.28	19,200	2,133
34	0.28	19,200	2,133
35	0.28	19,200	2,133
36	0.28	19,200	2,133
37	0.28	19,200	2,133
38	0.28	19,200	2,133
39	0.28	19,200	2,133
40	0.28	19,200	2,133
41	0.28	19,200	2,133
42	0.28	19,200	2,133
43	0.28	19,200	2,133
44	0.28	19,200	2,133

Chapman
11/2/07

Chapman
11/2/07

PLAT 22, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 23, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 24, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 25, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 26, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 27, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 28, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 29, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 30, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 31, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 32, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 33, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 34, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 35, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 36, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 37, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 38, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 39, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 40, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 41, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 42, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 43, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

PLAT 44, BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07

STATE OF NORTH CAROLINA
Filed for registration of 4:20:00 PM this
22nd day of November, 2007
in PLAT 22, PAGE 25
Ohio W. Dehuni
By *Janet Dehuni*
REGISTER OF DEEDS

- NOTES:
1. THIS SHOWN MEETS THE REQUIREMENT FOR A CLASS "A" SHOWN AS BEING IN THE SYMBOLOGY OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA.
 2. DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCE UNLESS OTHERWISE NOTED.
 3. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
 4. ALL CORNERS ARE IRON PIN SET UNLESS OTHERWISE NOTED.
 5. SETBACKS AND UTILITY EASEMENTS ARE: 5' SIDE, 10' REAR.
 6. LINES NOT SHOWN TO BE AS SHOWN.
 7. LOTS 22 THROUGH 25 ARE TAKEN FROM PG 125 PG 17 AND ARE NOT SHOWN TO BE AS SHOWN.
 8. THIS IS A PORTION OF "THE SHOWN" AT PLAT BOOK 106 PAGE 131, AREAS HEREBY DISCLOSED AS "THE SHOWN" ARE FROM "COMING FROM THE PLAT AT ENHANCED BEHAVIORAL DEVELOPMENT, BEAVERDALE TOWNSHIP, BROWN COUNTY, OHIO, 11/2/07" RIVER WALK HOMEOWNERS ASSOCIATION OF BROWN COUNTY, INC.

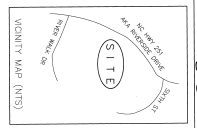


Exhibit A Phase 2

NOTES:

1. THE SURVEY AND THE SUBDIVISION PLAN SHALL BE CONSIDERED AS ONE AND THE SAME.
2. DIMENSIONS SHOWN ARE HORIZONTAL, GROUND DISTANCES UNLESS OTHERWISE NOTED.
3. SUBJECT TO EXISTING DEEDS, RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS, WHETHER OR NOT SHOWN ON THIS SURVEY.
4. ALL CORNERS ARE 60° UNLESS OTHERWISE NOTED.
5. SETBACKS AND TYPICAL EXHIBITS ARE: 15' FROM FRONT, 10' FROM SIDE AND 5' FROM REAR UNLESS OTHERWISE NOTED.
6. REFERENCES TO DEEDS ARE: 444/99/6, 88/487/13/4, 88/426/1/4, 88/102/4, 88/112, 88/23 & 24, 88/112, 88/113, 88/114, 88/115, 88/116, 88/117, 88/118, 88/119, 88/120, 88/121, 88/122, 88/123, 88/124, 88/125, 88/126, 88/127, 88/128, 88/129, 88/130, 88/131, 88/132, 88/133, 88/134, 88/135, 88/136, 88/137, 88/138, 88/139, 88/140, 88/141, 88/142, 88/143, 88/144, 88/145, 88/146, 88/147, 88/148, 88/149, 88/150, 88/151, 88/152, 88/153, 88/154, 88/155, 88/156, 88/157, 88/158, 88/159, 88/160, 88/161, 88/162, 88/163, 88/164, 88/165, 88/166, 88/167, 88/168, 88/169, 88/170, 88/171, 88/172, 88/173, 88/174, 88/175, 88/176, 88/177, 88/178, 88/179, 88/180, 88/181, 88/182, 88/183, 88/184, 88/185, 88/186, 88/187, 88/188, 88/189, 88/190, 88/191, 88/192, 88/193, 88/194, 88/195, 88/196, 88/197, 88/198, 88/199, 88/200, 88/201, 88/202, 88/203, 88/204, 88/205, 88/206, 88/207, 88/208, 88/209, 88/210, 88/211, 88/212, 88/213, 88/214, 88/215, 88/216, 88/217, 88/218, 88/219, 88/220, 88/221, 88/222, 88/223, 88/224, 88/225, 88/226, 88/227, 88/228, 88/229, 88/230, 88/231, 88/232, 88/233, 88/234, 88/235, 88/236, 88/237, 88/238, 88/239, 88/240, 88/241, 88/242, 88/243, 88/244, 88/245, 88/246, 88/247, 88/248, 88/249, 88/250, 88/251, 88/252, 88/253, 88/254, 88/255, 88/256, 88/257, 88/258, 88/259, 88/260, 88/261, 88/262, 88/263, 88/264, 88/265, 88/266, 88/267, 88/268, 88/269, 88/270, 88/271, 88/272, 88/273, 88/274, 88/275, 88/276, 88/277, 88/278, 88/279, 88/280, 88/281, 88/282, 88/283, 88/284, 88/285, 88/286, 88/287, 88/288, 88/289, 88/290, 88/291, 88/292, 88/293, 88/294, 88/295, 88/296, 88/297, 88/298, 88/299, 88/300, 88/301, 88/302, 88/303, 88/304, 88/305, 88/306, 88/307, 88/308, 88/309, 88/310, 88/311, 88/312, 88/313, 88/314, 88/315, 88/316, 88/317, 88/318, 88/319, 88/320, 88/321, 88/322, 88/323, 88/324, 88/325, 88/326, 88/327, 88/328, 88/329, 88/330, 88/331, 88/332, 88/333, 88/334, 88/335, 88/336, 88/337, 88/338, 88/339, 88/340, 88/341, 88/342, 88/343, 88/344, 88/345, 88/346, 88/347, 88/348, 88/349, 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88/725, 88/726, 88/727, 88/728, 88/729, 88/730, 88/731, 88/732, 88/733, 88/734, 88/735, 88/736, 88/737, 88/738, 88/739, 88/740, 88/741, 88/742, 88/743, 88/744, 88/745, 88/746, 88/747, 88/748, 88/749, 88/750, 88/751, 88/752, 88/753, 88/754, 88/755, 88/756, 88/757, 88/758, 88/759, 88/760, 88/761, 88/762, 88/763, 88/764, 88/765, 88/766, 88/767, 88/768, 88/769, 88/770, 88/771, 88/772, 88/773, 88/774, 88/775, 88/776, 88/777, 88/778, 88/779, 88/780, 88/781, 88/782, 88/783, 88/784, 88/785, 88/786, 88/787, 88/788, 88/789, 88/790, 88/791, 88/792, 88/793, 88/794, 88/795, 88/796, 88/797, 88/798, 88/799, 88/800, 88/801, 88/802, 88/803, 88/804, 88/805, 88/806, 88/807, 88/808, 88/809, 88/810, 88/811, 88/812, 88/813, 88/814, 88/815, 88/816, 88/817, 88/818, 88/819, 88/820, 88/821, 88/822, 88/823, 88/824, 88/825, 88/826, 88/827, 88/828, 88/829, 88/830, 88/831, 88/832, 88/833, 88/834, 88/835, 88/836, 88/837, 88/838, 88/839, 88/840, 88/841, 88/842, 88/843, 88/844, 88/845, 88/846, 88/847, 88/848, 88/849, 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88/975, 88/976, 88/977, 88/978, 88/979, 88/980, 88/981, 88/982, 88/983, 88/984, 88/985, 88/986, 88/987, 88/988, 88/989, 88/990, 88/991, 88/992, 88/993, 88/994, 88/995, 88/996, 88/997, 88/998, 88/999, 88/1000.

STATE OF NORTH CAROLINA
 COUNTY OF WOODFIN
 I, **David Ball**, Surveyor, do hereby certify that the above and foregoing plat is a true and correct copy of the original as recorded in my office on this 22nd day of April, 2008.
 My Commission Expires: 4-22-08
 David Ball
 Surveyor

CERTIFICATE OF OWNERSHIP AND DESIGN
 I, **David Ball**, Surveyor, do hereby certify that the above and foregoing plat is a true and correct copy of the original as recorded in my office on this 22nd day of April, 2008.
 My Commission Expires: 4-22-08
 David Ball
 Surveyor

WOODFIN PLAZA, INC.
 515 E. 600
 GREENSBORO, NC 27407

David Ball
 N.C. PROFESSIONAL LAND SURVEYOR
 LICENSE # 15094



- Legend:**
- Unmarked Point
 - Meter Set unless otherwise noted
 - Sanitary Sewer Manhole
 - Lightpole
 - Watermain
 - Watermeter

ED HOLMES & ASSOCIATES, P.L.L.C.
 116 RIVER WALK
 WOODFIN, NC 27407
 PHONE: 773-182

ED HOLMES & ASSOCIATES, P.L.L.C.
 BUNCOMBE COUNTY, N.C.
 P.O. BOX 177
 (828) 225-5562

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 BUNCOMBE COUNTY, N.C.
 P.O. BOX 177
 (828) 225-5562

CERTIFICATE OF APPROVAL FOR RECORDING
 I, **David Ball**, Surveyor, do hereby certify that the above and foregoing plat is a true and correct copy of the original as recorded in my office on this 22nd day of April, 2008.
 My Commission Expires: 4-22-08
 David Ball
 Surveyor

LOT	AREA	PERCENT	AREA	PERCENT
55	10,000	10.00	10,000	10.00
56	10,000	10.00	10,000	10.00
57	10,000	10.00	10,000	10.00
58	10,000	10.00	10,000	10.00
59	10,000	10.00	10,000	10.00
60	10,000	10.00	10,000	10.00
61	10,000	10.00	10,000	10.00
62	10,000	10.00	10,000	10.00
63	10,000	10.00	10,000	10.00
64	10,000	10.00	10,000	10.00
65	10,000	10.00	10,000	10.00
66	10,000	10.00	10,000	10.00
67	10,000	10.00	10,000	10.00
68	10,000	10.00	10,000	10.00
69	10,000	10.00	10,000	10.00
70	10,000	10.00	10,000	10.00
71	10,000	10.00	10,000	10.00
72	10,000	10.00	10,000	10.00
73	10,000	10.00	10,000	10.00
74	10,000	10.00	10,000	10.00
75	10,000	10.00	10,000	10.00
76	10,000	10.00	10,000	10.00
77	10,000	10.00	10,000	10.00
78	10,000	10.00	10,000	10.00
79	10,000	10.00	10,000	10.00
80	10,000	10.00	10,000	10.00
81	10,000	10.00	10,000	10.00
82	10,000	10.00	10,000	10.00
83	10,000	10.00	10,000	10.00
84	10,000	10.00	10,000	10.00
85	10,000	10.00	10,000	10.00
86	10,000	10.00	10,000	10.00
87	10,000	10.00	10,000	10.00
88	10,000	10.00	10,000	10.00
89	10,000	10.00	10,000	10.00
90	10,000	10.00	10,000	10.00
91	10,000	10.00	10,000	10.00
92	10,000	10.00	10,000	10.00
93	10,000	10.00	10,000	10.00
94	10,000	10.00	10,000	10.00
95	10,000	10.00	10,000	10.00
96	10,000	10.00	10,000	10.00
97	10,000	10.00	10,000	10.00
98	10,000	10.00	10,000	10.00
99	10,000	10.00	10,000	10.00
100	10,000	10.00	10,000	10.00
101	10,000	10.00	10,000	10.00
102	10,000	10.00	10,000	10.00
103	10,000	10.00	10,000	10.00
104	10,000	10.00	10,000	10.00
105	10,000	10.00	10,000	10.00
106	10,000	10.00	10,000	10.00
107	10,000	10.00	10,000	10.00
108	10,000	10.00	10,000	10.00
109	10,000	10.00	10,000	10.00
110	10,000	10.00	10,000	10.00
111	10,000	10.00	10,000	10.00
112	10,000	10.00	10,000	10.00
113	10,000	10.00	10,000	10.00

