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NEDRA W. MOLES, Henderson COUNTY, NC



Prepared by and return to:
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State of North Carolina
County of Henderson

Covenants, Conditions and Restrictions
for The Meadows Subdivision

This Covenants, Conditions and Restrictions for The Meadows Subdivision (herein "Declaration") is made, entered into and effective this the 23 day of May, 2014 by and between Doug Brock (herein "Developer") and all existing and future owners of lots in The Meadows Subdivision (herein "Development").

W i t n e s s e t h:

That Whereas, Developer is the owner of that certain real property more particularly described by that those deeds recorded in Record Book 1563 at Page 72 of the Henderson County, NC Registry, upon which certain residential home improvements either exist or are anticipated (herein "Property");

Whereas, the Developer desires for the protection and benefit of all persons who are, and who may hereafter become, owners of lots located within the Development that the Property be developed and that ownership, use and control of lots and the Property be subject to certain limitations, covenants, conditions, restrictions and use requirements, including without limitation the **REGULATION AND/OR PROHIBITION OF THE DISPLAY OF POLITICAL SIGNS PURSUANT NCGS 47F-3-121.** These covenants are to run with the land and be binding upon all parties purchasing lots and all persons claiming by, through or under Developer until December 31, 2038 at which time said covenants and this Declaration shall be automatically extended for successive periods of (10) years each unless by vote of a majority of persons then owning lots within the Development it is agreed to change these covenants in whole or in part.

Agreement:

Now Therefore, the Developer does hereby make the following declaration as to limitations, restrictions and uses to which the above-described Property known as Subdivision shall be and are hereby subjected:

Article I
Definitions

1. "Association" shall mean and refer to The Meadows Property Owner's Association, an unincorporated association of property owners.
2. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
3. "Bylaws" shall mean and refer to the Bylaws of the Association which are voted on and approved by the Board.
4. "Common Elements" shall mean and refer to (a) private roads designated on the Plat, if any; (b) any entrance area as shown on such Plat, including signs; (c) any other property designated as such in this Declaration; (d) any real estate owned by the Association, (e) any real property shown on the Plat other than a lot (including without limitation, common elements or utility lines), and further including underground utilities, and (f) sewer lines, storm drains and other utility lines located on any lots as of the date hereof and servicing one or more of the lots in the Development. All of the above described Common Elements are deemed to benefit all of the lots within the Development.
5. "Developer Rights" shall mean and refer to those rights as are reserved herein and in the Bylaws for the benefit of Developer, it being the intent of the parties hereto that Developer shall not have any additional liability or obligation after the recording of this Declaration, than it had prior to the recording hereof. Unless specifically reserved for such longer period of time, Developer Rights are transferred to the Homeowners' Association for such period of time from the recording hereof until such time as Developer has conveyed all of the Lots it owns as of the date hereof to unrelated third party purchasers for value.
6. "Directors" shall mean and refer to the Members of the Board of Directors of the Association.
7. "Lot" shall mean and refer to any parcel of land within the Development as described and as shown on the Plat as a "Lot" and designated for separate ownership or occupancy by a Lot owner.
8. "Lot Owner" and/or "Owner" shall mean and refer to the Developer or any other person who owns fee simple title to any Lot which is part of the Development, but this shall in no event include a person having an interest in a Lot solely as security for a mortgage or other obligation.
9. "Member" and/or "Members" shall mean and refer to each owner or owners of a Lot within the Development who shall also then be a Member of the Association for such period of ownership. If a Lot is owned by more than one person, then such persons collectively shall be the Member and shall be entitled to vote only that one vote allocated to such Lot.
10. "Plat" shall mean that plat recorded in Plat Book ____, at Page ____ of the Henderson County NC Registry.
11. "Residence" shall mean and refer to a single-family residential building, containing at least Fourteen Hundred (1400) square feet of heated living space, situated upon a Lot.
12. "Restrictions" shall mean and refer to this Declaration, as may be released, amended or changed, either in whole or part, as provided for herein.

13. "Subdivision" and/or "Property" and/or "Development" shall mean and refer only to that certain real property described in Record Book 1563 at Page 72 of the Henderson County, NC Registry and as shown on any subsequent Plat of such real property as recorded by The Meadows Homeowners' Association. The Developer shall not be deemed to have subjected any other real property which the Developer may now or hereafter own or acquire to this Declaration until such time as a recorded instrument specifically subjecting such property is recorded in the Henderson County Register of Deeds Office.

Article II Creation of the Subdivision

1. Submission of the Property: Developer hereby submits all of such Property to terms of this Agreement.

2. Name: The name of the Development created hereunder is The Meadows Subdivision.

3. Designation of Lots and Common Elements: The Developer does hereby designate the real property as shown on the Plat as separate Lots and Common Elements.

4. Reservation of Developer Rights: Developer hereby assigns reserves to the Meadows Homeowners' Association itself and its heirs, successors and assigns in interest, the following:

a. A Five foot (5') easement along and with all Lot lines for the installation, repair and maintenance of any and all utility services and drainage as may be necessary or desirable. Article III

Terms, Conditions, Restrictions, Protective Covenants and other Matters

The following terms, conditions, restrictions and protective covenants are applicable to all of the Development:

1. Road and Completion Deposit: The Meadows Homeowners' Association may require a performance deposit in such amount as may from time to time be determined to be reasonable and appropriate, to be held by Meadows Homeowners' Association, to cover the cost of any damage to the road which may occur as a result of construction activity and to insure completion of landscaping.

2. Modular Homes. Modular homes or structures of similar construction shall be permitted, provided that such homes are of an on-frame or off-frame modular construction..

3. Uses. All Lots shall be used solely for single-family residential purposes and there shall only be one (1) Residence per Lot. No business or commercial activity will be permitted on or upon a Lot and no commercial structure or activity of any type shall be placed on any Lot; however, this shall not be construed to disallow private home offices and child care for no more than two (2) non-custodial children. Home offices for private use are allowed so long as the use of such office does not generate pedestrian or vehicular traffic which constitute a nuisance in the determination of the Association..

4. Completion of Construction. Once begun, construction of the Residence and related improvements and the clean-up of construction debris shall be completed within one (1) calendar year from commencement of construction. A Residence shall not be occupied until completed, which shall be the date the Residence has received final inspection and approval by the applicable government inspector.

5. Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of Homeowners' Association.

6. Subdivision of Lot. No Lot may be subdivided or reconfigured.

7. Nuisances and other Prohibitions.

a. No noxious or offensive activity shall be allowed or carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No disabled, abandoned or unlicensed vehicles shall be permitted on any Lot or within the Development, nor shall any vehicle be stored thereon, nor shall any repairs be permitted upon any vehicle parked within the Development, whether upon a Lot, or in the Common Elements (including, without limitation, the parking areas within such Common Elements) except on a temporary basis as determined by the Association. Each Lot Owner shall abide by all rules and regulations of governmental authorities and rules and requirements of the issuer of all insurance policies with respect to the Common Elements.

b. No trucks other than pickup trucks of one (1) ton or less shall be kept on any Lot, or within the Development.

c. No motorcycles, mini-bikes or motorized two-wheel vehicles shall be allowed, other than licensed vehicles which are used exclusively for transportation purposes, and then only if properly managed, with it being further stipulated that such motorcycles, mini-bikes or motorized two-wheel vehicles which are licensed and used exclusively for transportation purposes shall be allowed to operate within the Development only upon the platted and regularly used roads or parking areas. All motor vehicles kept and operated within the Development shall have properly working mufflers.

d. No window type heating or air conditioning units shall be installed in any Residence without the approval of Developer or which shall be visible from the street.

e. No street parking shall be permitted within the Development, other than in designated parking spaces (if any are created by Developer or Association).

f. Children's toys and lawn furniture shall not be left in an unsightly condition or position within the Development.

g. No unsightly window coverings visible from the exterior shall be allowed.

h. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any unimproved or improved Lot which shall be visible from the street, or on any part of the Common Elements.

8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and such shall not be kept outside except in sanitary containers

kept from view. All such sanitary containers shall be placed in plain view only on the day that garbage is to be collected. No lumber, metals, bulk materials, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of wood in a fireplace), kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and building materials during the course of construction or reconstruction of any approved building or structure.

9. Livestock, Poultry and Other Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Elements, except that dogs, cats, or other household pets (such as caged birds or domestic fish in tanks) may be kept in Residences, subject to the Rules which may regulate the conduct of pets in the Development and other matters adopted by the Association related thereto, and also provided that they are not kept, bred or maintained for any commercial purpose. Each pet owner shall be required to clean up after the pet in order to properly maintain the exterior portions of the Lot and the Common Elements. Each Lot Owner, by acquiring a Lot in the Development, indemnifies the Association and all other Lot Owners, and holds them harmless, from and against any loss or liability resulting from a Lot Owner's, its family's or any occupant's or tenant's ownership or possession of a pet within the Property.

10. Exterior Surface of Buildings and Improvements. With exception for Developer's rights as otherwise set forth in this Declaration, Lot Owners shall not cause or permit anything to be hung or displayed in or on windows or placed on the outside walls of any building or structure now or hereafter erected on any of the Property, any Lot or any Common Elements (including, without limitation any Residence constructed on a Lot), and no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in the Common Elements contrary to the Rules as may be established thereof by the Association, other than those originally provided (or approved pursuant to Section 1 and Section 2 of this Article III) by the Developer, if any. No Lot Owner shall paint, decorate, remodel, or in any manner change or improve the appearance of the exterior of any building, structure or improvement now or hereafter erected on any of the Property, any Common Elements or any Lot (including, without limitation any Residence constructed on a Lot, including any deck or porch attached thereto), or the driveways, parking areas or walkways, or any other portions of the Common Elements or any improvements thereto contrary to the Rules as may be established thereof by the Association (or contrary to the procedures and guidelines established in Section 1 and Section 2 of this Article III). Notwithstanding the above, nothing in this Section is intended to regulate or prohibit the display of political signs or flags of the United States of America or State of North Carolina, except that it is understood that Developer and Association shall have the right to prohibit and regulate the display of such signs and flags to the fullest extent allowed by law.

11. Parking. Unless the Association has given its prior written approval, all parking areas within the Development shall only be used for the parking of automobiles or other licensed permitted vehicles by the Owner of a Lot or the invitees and guests thereof (and then only in the specific designated parking spaces, if any are created, in accordance with the Rules of the Association).

Article IV Easements, Rights of Ways and Utilities

1. Utilities. The Property is subject or will be subjected the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment

and/or a continuing monthly payment to the utility by the Association and/or Lot Owners. This right shall also apply to the suppliers of other utility services including telephone, sewer, and, if available, gas and cable television hook-ups. All utility services from a Lot line to a Residence shall be installed underground.

2. Road Rights of Way and Common Expense Allocation and Assessment. The Property is serviced by those certain road rights of way shown on the Plat and known as Lovely Lane and Silver Lining Way, which rights of way lead from Us Highway 64 and across the Common Element driveways and roadways as shown on said Plat. Developer does hereby dedicate said rights of way as shown on the Plat as private roadways. As such, and pursuant to §136-102.6 of the North Carolina General Statutes, all future lot owners acknowledge that the rights of way as shown on the Plat are private road rights of way dedicated for Development use and are not to be developed to North Carolina Department of Transportation specifications. As such, all future Lot owners, excluding, and their heirs, successors and assigns, covenant and agree to be jointly responsible for the maintenance, upkeep, repair and service of such road rights of way as described herein. Each Lot Owner shall be subject to its pro rata share of annual maintenance which shall be determined by taking the total cost of annual maintenance and dividing said figure by the number of Lots located within the Development. The covenant of maintenance shall be a covenant running with the Development, and each Lot therein forever, and may be enforceable as a lien against a defaulting Lot Owner as if said lien were a statutory lien enforceable in accordance with the North Carolina General Statutes, or as otherwise enforceable under the provisions of these Restrictions or the Bylaws of the Association. All Lots or parcels of property which shall use such right of way because of such an extension shall be obligated to contribute a pro rata share towards the maintenance of said right of way as set forth above. All Common Expenses of the Development and Association, which shall include the road maintenance as described herein, as well as all other common expenses as defined in this Declaration or the Bylaws shall be assessed equally to each of the Lots in the Development.

3. Private Utilities. No individual water well or sewage disposal system shall be permitted within the Development unless said well or system is approved by the Henderson County Health Department, or such other appropriate entity.

4. Easements Through Lots. Easements are hereby declared and granted to the Association and to such persons as are authorized by the Association to install, lay, maintain, repair and replace any pipes, wires, conduits and other utility installations and structural components running through the ground of a Lot; said easement lying ten (10) feet on either side of a lot line as shown on the Plat.

Article V Subdivision Homeowners Association

The Developer intends but is not required to establish within 90 days a non-profit corporation which shall be known as The Meadows Property Owner's Association (herein "Association"). The purpose of the Association shall be to provide for the orderly enforcement of this Declaration, including, but not limited to, the maintenance, upkeep and repair of the rights of way within the Subdivision and any other common elements or any other matter or area determined by the Association to be a common element or other area of common interest. If the Developer does not establish and incorporate such non-profit corporation pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina, then the Owners shall be deemed to be members of the

Association which shall be an unincorporated association of lot owners and which shall be governed in accordance with such Chapter 55A requirements. Each Owner of each Lot within the Subdivision shall be a member of the Association. The Association is hereby bound by this Declaration, and the Owners of individual Lots, by their acceptance of individual deeds thereto, covenant and agree as follows:

- a) That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association.
- b) That each shall be subject to the rules and regulations of the Association with regard to ownership of a Lot.
- c) That any unpaid assessment, whether general or special, levied by the Association in accordance with these Restrictions, the Articles or the Bylaws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.
- d) Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot. Each Lot shall be entitled to one (1) vote.
- e) The management and administration of the affairs of the Common Elements of the Subdivision shall be the sole right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of these Restrictions, the Articles and the Bylaws of the Association, but may be delegated or contracted to managers or management services.
- f) The common expenses of the Subdivision include: a. All amounts expended by the Association in operating, maintaining, administering, managing, repairing, lighting, replacing and improving the Common Elements, including streets, of the Subdivision; all amounts expended by the Association in insuring the Common Elements in the Subdivision; all amounts expended by the Association in legal, engineering, or architectural fees; all similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by these Restrictions; and all amounts expended in any form by the Association in enforcing these Restrictions, the Articles or the Bylaws; b. All amounts expended by the Association in carrying out any duty or discretion as may be required or allowed by these Restrictions or the final Articles or final Bylaws; c. All amounts declared to be Common Expenses in the Bylaws or in these Restrictions; d. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Common Elements in the Subdivision.
- g) Each Owner of any Lot, by acceptance of a deed for same (whether or not it shall be so-expressed in such deed), is deemed to covenant and agrees to pay to the Association annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions of this Article, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot. Developer shall not be liable for assessments on Lots which it owns.
- h) Until June 1 of the year immediately following the conveyance of the first Lot to an Owner; the maximum annual general assessment shall be Three Hundred and No/ 100 Dollars (\$ 300.00) (2014USD) per Lot.

- From and after June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased each year not more than ten percent (10%) above the assessment for the previous year without any vote of the membership.
 - In the event that additional property shall become subject to these provisions, the general assessment for lots in the additional property shall be the amount of the annual general assessment then in effect pursuant to the provisions of this Article.
 - From and after June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the proposed increase is approved by a vote of two-thirds (2/3) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.
 - The Board of Directors may fix the annual general assessment at an amount not in excess of the maximum.
 - Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.
 - Except as to Developer, a prorated assessment shall be collected at closing from each Owner for the remainder of the year in which closing takes place.
 - Written notice of any meeting called for the purpose of taking any action authorized hereunder shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of the proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
 - The annual general assessments levied by the Association, which may be billed quarterly, shall be used exclusively to improve, maintain and repair the Common Elements, and the streets within the Subdivision, to pay the expenses of the Association, to pay, if applicable, the cost of lighting the Common Elements and, if applicable, the lighting of streets within the Subdivision, to pay the cost of any insurance the Association determines to purchase and to promote the recreation, health, safety and welfare of the members and to pay taxes levied upon the Common Elements.
 - The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
 - The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, pursuant to foreclosure of a first mortgage 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.
- i) Special assessments may be levied for extraordinary expenses and/or for such reasons as are provided in this Declaration, the Articles or the Bylaws and on such terms as provided by the

Board of Directors or the members. Either the Board of Directors or the members may levy and impose special assessments upon a majority vote. Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorneys fees shall constitute a lien against the Lot upon which such assessment is levied. The Association may record notice of the same in the Office of the Clerk of Superior Court of Henderson County or file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein.

- j) In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the final Articles or the final Bylaws of the Association, then the following relief shall be available: a. The Association, an aggrieved Lot Owner or Owners within the Subdivision on behalf of the Association, or any Lot Owner on behalf of all the Lot Owners within the Subdivision, shall have the right to bring an action and recover sums due, damages, injunctive relief: and/or such other and further relief as may be just and appropriate. b. The Association shall have the right to remedy the violation and assess the costs of remedying same against the offending Lot Owner as a special assessment. c. If the violation is the nonpayment of any general or any special assessment, the Association shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, employees and invitees of the Common Elements (other than streets) in the Subdivision for any period during which an assessment against the Lot remains unpaid. d. The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law. e. The failure of the Association or any person to enforce any restriction contained in this Declaration, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character. f. Prior to availing itself of the relief specified herein, the Association shall follow the hearing procedures, if any, as set forth in the Bylaws.

Article VI General Matters

1. Adjoining Properties and Governmental Actions. All purchasers of Lots hereby acknowledge that Developer has made no representations as to uses of adjoining properties, and such purchasers have been advised to investigate on their own accord any particular uses of adjoining properties and acknowledge that they have assumed such responsibility. By acceptance of a deed conveying title to any Lot within the Development, such Purchasers do hereby understand and agree that Developer is not responsible for any activities or actions conducted on any property adjoining the Development, or in any way relating to or arising out of any use of any property adjoining the Development. The purchaser of any Lot acknowledges that they have investigated on their own accord how such uses may affect the Development and are satisfied that they do not materially or substantially affect the value, use or enjoyment of any Lot.

2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages, or in addition to the lien

enforcement rights, by any appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. The remedies granted and reserved herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of other property owners to exercise any or all of the other remedies or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bear on or affect its enforcement. Any person entitled to file a legal action for violation of these covenants shall be entitled as part of any judgment in favor of the filing party to recover a reasonable attorney's fees as a part of such action.

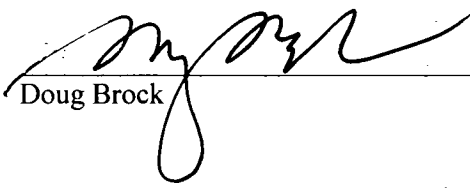
3. Non-Liability of Developer. To the fullest extent permissible under applicable law, neither Developer nor its principals, members, managers, officers or other representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration in the management and operation of the Development or the Association, whether or not such claim (a) shall be asserted by a Lot Owner, occupant, the Association, or by any person or entity claiming through any of them; (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise contractually, except in the case of gross negligence. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof (including any and all improvements on the Common Elements) being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Lot Owner, occupant, the Association, and their respective agents, employees, guests, invitees, or by reason of any neighboring property or personal property located on or about the Development, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

4. Amendment and Modification. The Developer does hereby declare the advantages accruing to the Property from these covenants and restrictions hereinabove set forth. All covenants, restrictions and affirmative obligations set forth herein shall run with the Property and shall be binding on all parties and persons claiming under them. An amendment to these Restrictions shall be made and approved in the manner whereby at an annual meeting or specially called meeting of the Members, sixty-seven percent (67%) of the Members vote in favor of such amendment and once made, shall become effective when recorded in the Henderson County Register of Deeds office. Whenever herein the Developer has reserved a right or the discretion to decide a matter, then the exercise of such right and the decision of such matter shall be in the sole and absolute discretion of the Developer. During the Control Period the Developer shall be deemed to have three (3) votes per Lot owned by Developer for any vote on any amendment or modification.

5. Rescission: Although unenforceable as such are not within the chain of title, for clarity the Developer does hereby declare that any other covenants or restrictions not included in this Declaration are hereby rescinded and shall be deemed to be of no force or effect including but not limited to that instrument recorded in Book 1353, at Page 507 which instrument shall be deemed void and of no force or effect.

6. Invalidation. Should any covenant, restriction, article, paragraph, subparagraph, sentence, clause, phrase or term herein contained be declared to be void, invalid, illegal or unenforceable, for any reason whatsoever, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto

and the subject matter hereof, then such judgment shall in no way affect any other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

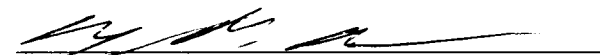
Developer: 
Doug Brock



State of North Carolina, County of Buncombe

I, a notary public for the State and County aforesaid, certify the following person or persons personally appeared before me this day and acknowledged the execution of the foregoing instrument: Doug Brock.

Witness my hand and official stamp or seal, this the 21 day of May, 2014.


M. Plemmons, Notary Public
Commission Expiration: 5/12/18