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Henderson County, North Carolina
William Lee King, Register of Deeds

Prepared By and Return To: David L. English, Esq., Roberts & Stevens, P.A., P.O. Box 7647,
Asheville, North Carolina, 28802

STATE OF NORTH CAROLINA

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
EUGENE LANE SUBDIVISION**

COUNTY OF HENDERSON

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made and entered into to be effective the 8th day of November, 2019, by Belue Holdings 447, LLC, a North Carolina limited liability company (hereinafter "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner and developer of that certain parcel of real property located in Henderson County, North Carolina shown depicted on the plat recorded in Plat Slide 12158 of the Henderson County Registry (the "Property"); and,

WHEREAS, the Declarant is developing the Property as a residential subdivision to be known as Eugene Lane (the "Subdivision"), including common real estate and improvements that are to be maintained by an association of property owners within the Subdivision; and,

WHEREAS, the Declarant desires to impose upon the Property, including without limitation all developed lots within the Subdivision, certain restrictions, covenants, conditions and charges for the mutual benefit and complement of all lots in the Subdivision, and in order to promote the best interests of all present and future owners of lots in the Subdivision;

NOW, THEREFORE, in consideration of the premises, and the mutual advantage and

submitted electronically by "Roberts & Stevens PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Henderson County Register of Deeds.

benefit which all present and future owners of lots within the Subdivision will receive from the sale and ownership of lots in a restricted subdivision, and to establish a general scheme of development for the Subdivision, the Declarant hereby declares that the Property, including all Lots as each is conveyed separately to an Owner, is held, and shall be held, conveyed encumbered, leased, used, occupied and improved subject to this Declaration. This Declaration shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the Property or any part thereof as set forth herein.

Article I
Definitions

Definitions: The terms defined below shall be deemed to have the meanings specified whenever they appear in this Declaration and in any instrument of the Association, unless the context specifies otherwise. These definitions shall apply whether or not the defined terms are capitalized.

"Act" or "Planned Community Act" shall mean and refer to the North Carolina Planned Community Act, as currently codified as Chapter 47F of the North Carolina General Statutes, and as the same may be amended from time to time.

"Declaration" means this Declaration of Covenants, Conditions, and Restrictions for the Subdivision.

"Assessment" means the share of the Common Expenses from time to time assessed against a Lot or Lot Owner by the Association in the manner herein provided. Such assessments may be classified as General Assessments or Special Assessments as herein provided.

"Association" means the association of property owners within the Eugene Lane Subdivision, the same being organized as a North Carolina nonprofit corporation.

"Board of Directors" or "Board" means the board of directors of the Association, which is the governing body of the Association.

"Bylaws" means the Bylaws of the Association, as the same may be amended from time to time.

"Common Area(s)" means all real and personal property, together with those areas within dedicated portions of the Subdivision, which are currently or in the future may be deeded to or acquired by the Association for the common enjoyment of the Members of the Association. Without limiting the generality of the foregoing, Common Area shall include all private roads, including the easements for such private roads to the full width reflected on the Plats, and all walkways, gates, entry walls and features, and signage. The Common Areas shall not include the wells and easements for such wells located within the Subdivision as shown on the plat, which shall be privately owned and maintained by the Owners of the Lots served by such wells. The designation of any land or improvement as a Common Area will not mean or

imply that the public at large acquires any easement of use or enjoyment therein. All Common Areas are to be devoted to and intended for the common use and enjoyment of the Declarant, Owners, and their respective guests and invitees.

“Common Expenses” means and includes actual and estimated expenses, expenditures, or liabilities incurred by or on behalf of the Association to maintain and operate the Common Areas and to operate the Association for general purposes, including reasonable reserves, all as may be reasonably necessary or appropriate as determined in accordance with this Declaration, the Articles of Incorporation, Bylaws, and other governing documents of the Association.

“Declarant” means Belue Holdings 447, LLC, a North Carolina limited liability company, its successors and assigns.

“Declarant Control Period” shall mean the period commencing on the Effective Date hereof, and terminating on the earlier to occur of (i) when the Declarant no longer owns a Lot in the Subdivision; (ii) November 1, 2039; or, (iii) the date that Declarant relinquishes in writing Declarant's right to appoint Directors.

“Dedication” means the act of committing a portion of the Subdivision to and in furtherance of the purposes of this Declaration.

“Dwelling” shall mean and refer to the individual family living unit on an individual Lot.

“Effective Date” means the date this Declaration is filed for recording with the office of the Register of Deeds for Henderson County, North Carolina.

“Lot” means a separately numbered tract of land lying within the Property as depicted on the Plat, or subsequent plats which may hereafter be filed with the Register of Deeds for Henderson County, North Carolina.

“Lot Owner” or “Owner” means one or more persons, including the Declarant, who owns a Lot in fee simple.

“Member” means those persons identified as members of the Association in Article III, Section 2 of this Declaration.

“Occupant” means any person, including, without limitation, any guest, customer, invitee, tenant, lessee or licensee of an Owner, occupying or otherwise using or visiting a Lot.

“Person” means a natural person, corporation, business trust, estate, joint venture, partnership, association, limited liability company, trust or other legal entity, or any combination thereof.

“Plat” or “Plats” means the plat(s) of survey for the Subdivision depicting Lots and Common Areas, and subsequent plats which may hereafter be recorded of the Subdivision.

"Property" means the seven (7) lots depicted on the Plat recorded in Plat Slide 12158 of the Henderson County, North Carolina Registry, together with all buildings and improvements located thereon, and all rights, privileges, easements, and appurtenances appurtenant thereto.

"Restrictions" means any section of this Declaration that mandates, prohibits, or otherwise impacts upon an Owner's use of a Lot or affects the Lot or Owner.

"Subdivision" means the Property known collectively as Eugene Lane.

Article II Applicability

This Declaration shall apply to the Property, all subdivided numbered Lots shown on the Plats and subsequent plats of the Subdivision which may hereafter be filed with the Register of Deeds for Henderson County, North Carolina, which Lots are for residential purposes only, and all Dwellings located thereon.

Article III Homeowner's Association

Section 1. Homeowner's Association. The Declarant shall establish an association of property owners as a North Carolina nonprofit corporation in accordance with the Act. The Association shall be responsible for those functions as more particularly set forth in the Act, including without limitation the following purposes: (1) to provide for maintenance and management of all roadways and other Common Areas located within the Subdivision, (2) to provide for maintenance of any and all parcels conveyed to the Association by the Declarant or others as Common Areas, (3) to maintain the entrance sign and landscaping surrounding said sign and all other street signs located within the Subdivision, (4) to provide for the enforcement of these Restrictions, (5) to provide for any other matters which affect or may affect the Lots or the Lot Owners, (6) to perform such acts and functions as are provided in the Articles of Incorporation of the Association, as the same may be amended from time to time, (7) to assess, collect and expend amounts sufficient to accomplish the purposes set forth herein, (8) to make and enforce rules and regulations governing the Owners' use and occupancy of Lots, and (9) to institute and defend civil actions against Lot Owners and other Persons in connection with the enforcement of this Declaration.

Section 2. Membership and Voting. The Association shall initially have two (2) classes of membership, Class "A" and Class "B." Class "A" Members shall be all Owners, including the Declarant. A Class "A" Member shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such persons shall be Members and, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot. The sole Class "B" Member shall be the Declarant, or its assigns. The Class "B" Member shall be entitled to two (2) votes for each vote held by Class "A" Members, plus one (1) vote during the Declarant Control Period. Thereafter, the Class "B" Member will exercise votes

only as to its Class "A" Membership.

Section 3. Board of Directors. The Board of Directors, and such officers as may be elected or appointed in accordance with the Articles of Incorporation and Bylaws of the Association, shall conduct the affairs of the Association. The Board of Directors may also appoint committees and managers or other employees and agents who shall, subject to the general direction of the Board of Directors, be responsible for the day to day operation of the Association. During the Declarant Control Period, the Declarant shall appoint the members of the Board of Directors, who shall not be required to be residents of the Subdivision.

Article IV
Common Expenses

The Common Expenses of the Subdivision shall include:

A. All amounts expended by the Association in operating, administering, managing, repairing, replacing and improving the Common Areas of the Subdivision; all amounts expended by the Association in insuring the Common Areas in the Subdivision; all amounts expended by the Association in legal, engineering, architectural or other professional fees; all similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by this Declaration, the Articles of Incorporation, or Bylaws, and all amounts expended in any form by the Association in enforcing this Declaration, the Articles of Incorporation or the Bylaws.

B. All amounts expended by the Association in carrying out any duty or discretion as may be required or allowed by this Declaration, the Articles of Incorporation or the Bylaws.

C. All amounts declared to be Common Expenses in the Bylaws or in this Declaration.

D. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Common Areas in the Subdivision.

Article V
Assessments

Section 1. Obligation for General Assessments. Except as otherwise specifically set forth herein, the Owner of each Lot, by acceptance of a deed for same (whether or not so expressed in such deed), and their heirs, personal representatives, successors, and assigns is deemed to covenant and agrees to pay to the Association annual General Assessments or charges as herein 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 V, shall be a continuing lien upon each Lot against which 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 became due and payable. 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. During the Declarant Control Period, the Declarant shall not be subject to, or be required to pay, the Annual General Assessment levied hereunder.

Section 2. Amount of Annual General Assessment. The Board of Directors of the Association shall establish the amount of the General Assessment for each Lot and Lot Owner within the Subdivision annually. The annual General Assessment shall be applicable for each calendar year commencing July 1 and ending June 30. In connection with establishing the annual General Assessment, the Board shall prepare and present to the Members an annual budget for the fiscal year provided above, all in accordance with the Act.

Section 3. Use of General Assessments. The annual General Assessments levied by the Association shall be used to improve, maintain and repair the Common Areas, to pay the Common Expenses of the Association, to pay the cost of any insurance purchased by the Association, to promote the recreation, health, safety and welfare of the Members, to pay taxes levied upon the Common Areas, and for such other purposes in furtherance of the Association which are not inconsistent with this Declaration or the Articles of Incorporation and Bylaws of the Association.

Section 4. Special Assessment. Special Assessments may be levied against Lots for such reasons as are provided in this Declaration, the Articles of Incorporation or Bylaws. The Board of Directors may levy and impose Special Assessments upon a majority vote of the Board of Directors as provided in these Restrictions and the Bylaws of the Association. The purposes for which Special Assessments may be levied include, but are not limited to, providing funds to pay Common Expenses which exceed the General Assessment fund then on hand available to pay the same and providing a contingency fund for capital improvements and extraordinary expenses. During the Declarant Control Period, no Special Assessment may be levied against the Declarant, or any Lot owned by the Declarant, without the consent of the Declarant.

Section 5. Limitation on Common Area Maintenance Expense Attributable to Lot 1. Lot 1 shall not be subject to, and the Owner of Lot 1 shall not be responsible for, that portion of any General or Special Assessment which is attributable to the maintenance, repair, or replacement of the roadway shown as Eugene Lane on the Plat. The foregoing limitation shall apply only to Assessments in connection with expenses incurred in connection with roadway maintenance, repair, and replacement, and shall not be construed to relieve Lot 1 and the Owner of Lot 1 from the obligation to pay Assessments except as specifically limited herein.

Article VI Lien for Assessments

Any General or Special Assessment, if not paid within thirty (30) days after the date such Assessment is due, together with interest at the maximum allowable rate pursuant to the Act and other applicable law, costs of collection, court costs, and reasonable attorneys' fees shall constitute a lien against the Lot upon which such Assessment is levied in accordance with

the Act. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

Article VII
Setbacks, Easements, Utility Contracts, and Roadways

Section 1. Setbacks and Variances. No structure shall be located within the setbacks as shown on the Plats. The Board of Directors shall have the right to waive unintentional violations of the setback lines not exceeding ten percent (10%) of the setback requirement and to grant variances not exceeding ten percent (10%) of the minimum building size requirements set forth in these Restrictions by an instrument recorded in the Office of the Register of Deeds for Henderson County, North Carolina. A building line violation in excess of ten percent (10%) shall be waived or variance permitted only with the approval of the Association and all Owners of Lots which adjoin the Lot to which the waiver or variance would apply, provided however, that the Board of Directors may waive or permit a variance with respect to the setback from a Subdivision roadway in excess of the percentage set forth above, if in the reasonable discretion of the Board such variance is necessitated based upon the topography of the subject Lot.

Section 2. Utility and Drainage Easements. Utility and drainage easements affecting all Lots in the Subdivision are reserved for all utilities and drainage fields in existence within the Subdivision and upon any Lot or as reflected on the Plats, for the installation, repair and maintenance of utilities and drainage facilities. In addition to the foregoing, utility and drainage easements affecting all Lots in the Subdivision are hereby reserved by the Declarant fifteen (15) feet in width along the front boundary line of each Lot, and ten (10) feet in width along the each side boundary and the rear boundary line of each Lot for the installation, repair and maintenance of utilities and drainage facilities. No utility company using these easements shall be liable for any damage done to any vegetation or other property of the Owner within said easements.

Section 3. Contract for Subdivision Utilities. The Declarant reserves the right to subject any and all real property in the Subdivision to a contract with those private or public utility companies duly authorized to provide such services within the geographic area of the Subdivision for the installation of above or 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 said utility company by the Owner of each Lot. The Declarant further reserves the right to subject property within the Subdivision to a general contract with other public or private utility services, including, without limitation, natural gas, telephone, and cable television.

Section 4. Roadway Easements. Appurtenant to each Lot is an easement for ingress and egress on, over, and across all private roadways located on or to be located on a portion of the Subdivision, which private roadways extend between one or more publicly dedicated streets. Roadways, other than those (if any) that have been accepted by applicable governmental authorities for maintenance, constitute Common Areas and shall be maintained, insured, and repaired by the Association in accordance with this Declaration. The Declarant

may dedicate such roadways to the public in the discretion of the Declarant. The Association, following the Declarant Control period, may dedicate such roadways to the public only upon vote of the Members conducted in accordance with the Bylaws.

Section 5. Adjacent Property. No easements, right of way or rights of access shall be deeded, granted or in any way provided by any Owner to any other person, firm or corporation through, over or in any Lot without the prior written consent of the Declarant and the Association, which consent may be withheld in the sole discretion of the Declarant and Association. In particular, no Owner of a Lot on the perimeter of the Subdivision shall permit it to be used for access to or from any property not located within the Subdivision except with the prior written consent of the Association.

Section 6. General Easements. An easement is hereby reserved and/or granted in favor of the Declarant and the Association in, on, over and through the Common Areas, the Lots, and Dwellings for the purpose of maintaining, cleaning, repairing, improving, regulating, policing, replacing and otherwise dealing with the Common Areas, Lots, and Dwellings, including all improvements thereon as required or permitted by this Declaration, the Bylaws, Articles, and Rules and Regulations of the Association. An easement is hereby reserved in favor of the Declarant over the Common Areas for the purpose of advertising or promoting sales of Lots or Dwellings within the Subdivision.

Section 7. Reservation of Access Easement by Declarant. Notwithstanding any provision herein to the contrary, Declarant reserves an easement for itself, its grantees, successors, and assigns, to enter upon the Subdivision for access, including ingress and egress for both vehicles and pedestrians, to and from any public street, road, land, walkway or right of way. This reservation of access easements and the right of connection should be construed liberally in favor of the Declarant, its successors and assigns, in order to facilitate the development of all or any portion of the Subdivision, or any property adjacent, or nearly adjacent, to the Property, which may be added to the Subdivision in accordance herewith.

Section 8. Reservation of Construction Easement by Declarant. The Declarant reserves the non-exclusive right and easement to temporarily go upon the Subdivision in order to complete the development of the Subdivision and the construction of the improvements to be located therein. The easement reserved herein should be construed liberally in favor of the Declarant, its successors and assigns, including giving the Declarant, and its successors and assigns, the right to temporarily store construction materials within the Subdivision.

Section 9. Easements to Run With Land. All easements and rights described in this Article VII are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee, and other Person now or hereafter having an interest in the Subdivision, or any part or portion thereof.

Article VIII

Restrictions on Use

Section 1. Residential Use. All Lots shall be known and described as residential lots and no part of any Lot shall be used for any type of business or commercial endeavor. Without limiting the generality of the foregoing, the following specific uses shall be specifically prohibited: institutional uses, including without limitation, group homes, day care centers, lodges, inns, and bed and breakfasts. This restriction shall not prohibit a home office or occupation conducted from a home on a Lot, so long as it does not have customers, suppliers, delivery trucks or clients coming to the Lot or otherwise increasing traffic within the Subdivision, and which does not otherwise violate any other provision of these Restrictions.

Section 2. Dwellings. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling and such other outbuildings as may otherwise be permitted hereunder. No single wide, double wide or triple wide mobile homes may be erected or permitted to remain on any Lot for any purpose, including, without limitation, use as a temporary or permanent residential dwelling. Dwellings shall be constructed with an exterior siding of fiber-cement. No vinyl siding shall be permitted on any Dwelling.

Section 3. Minimum Dwelling Size. No Dwelling shall be erected or allowed to remain on any Lot which contains less than one thousand seven hundred (1,700) square feet of heated, finished living area. All computations of heated, finished living area shall exclude unfinished basements, open porches, garages, carports, breezeways, patios, porches, unfinished storage spaces and other unfinished areas. No Dwelling with more than three stories, including the basement, shall be constructed upon any Lot.

Section 5. Temporary Structures. No structures of a temporary character, including trailers, mobile homes, tents or shacks, shall be placed upon any portion of the Subdivision at any time; provided, however, that this shall not prohibit temporary shelters used by builders of Lot improvements during construction. Basements, garages, outbuildings or partially completed structures shall never be used as a residence, temporarily or permanently.

Section 7. Trash and Nuisances. No noxious or offensive activities shall be carried out upon any Lot, nor shall anything be done thereon which is or is likely to become an annoyance or nuisance to the Subdivision. Except for routine household garbage, trash and debris, which is either kept in covered containers which are reasonably screened from view or promptly hauled off, no Lot shall be used in whole or in part for the placement, dumping or storage of rubbish, garbage, junk or refuse, including but not limited to junked or unlicensed motor vehicles. No Lot shall be allowed to remain in an unclean or unkempt condition. No liquid waste or other substance, thing or material shall be dumped, placed or kept upon any Lot which will emit foul or noxious odors discernible on any adjoining Lot or which will cause such noise which will unreasonably disturb the peace, quiet and comfort of any occupant of another Lot.

Section 8. Signs. Except as expressly permitted hereby, no sign of any kind shall be displayed to the public view on any Lot (whether within or without a structure), except one sign of not more than six (6) square feet advertising the property for sale or for rent, and signs of

similar dimension used by a builder to advertise the Lot during the construction and sales period. The Declarant and/or Association shall have the right to erect entrance signs or other signs designed to designate areas within the Subdivision, including street signs.

Section 9. Outside Antennae. No tower, antenna, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind located outside of the Dwelling shall be permitted on any Lot other than (i) a customary antenna, which shall not extend more than ten (10) feet above the top roof ridge of the Dwelling; and (ii) one satellite disc or dish with an exterior diameter not greater than eighteen (18) inches.

Section 10. Grounds. The Owner shall be responsible for exterior maintenance of that Owner's residence. All Lots shall be kept in a safe and orderly condition. No Lot shall be used as a dumping ground for trees, logs, stumps, debris or other unsightly material. It shall be the responsibility of the Lot Owner to immediately remove all trees, logs, stumps, debris or other unsightly material from the Lot. All Lots, including Lots upon which construction is in process, shall be maintained in an orderly and tidy fashion. There shall be no open burning of brush, trash, tires, construction or other debris, leaves, or any other substantially similar material within the Subdivision. No fence may be erected in the front portion of any Lot, the front portion being that portion that is closest to the roadway adjacent to the Lot.

Section 11. Livestock. No cows, pigs, goats, chickens, sheep, horses, llamas or other animals generally considered livestock may be kept on any Lot. No commercial animal raising or boarding of any type shall be permitted on any Lot. Only animals which are generally recognized as domestic pets may be kept and maintained upon a Lot. All pets must be kept under the control of their Owners and kept in such a manner so as not to become a nuisance or annoyance to other residents of the Subdivision. All Lot Owners shall abide by all applicable statutes, regulations, and ordinances related to the keeping of domestic pets within the Subdivision.

Section 12. Hunting and Weapons. No hunting shall be allowed at any place within the Subdivision, nor shall any firearms or other weapons of any kind be discharged within the Subdivision.

Section 13. Motorized Vehicles. No unlicensed vehicles may be operated within the Subdivision. 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 within the Subdivision, except on driveways and on the roadways shown on the Plats of the Subdivision, and may not be operated within the Subdivision for recreational purposes.

Section 14. Vehicle Parking and Storage. No unlicensed, uninspected or regularly inoperable vehicles shall be kept or allowed to remain on any roadway within the Subdivision or on any Lot outside of an approved garage. Except for maintenance and repairs not to exceed 48 hours, no person shall regularly repair or restore any vehicle, boat, trailer or other recreational equipment upon any portion of the Subdivision, except inside an approved garage. Except as otherwise specifically prohibited herein, boats, trailers and recreational vehicles may be kept on a Lot within the Subdivision, provided the same are stored within an approved

garage, or at a location on the Lot which is reasonably screened and not visible from any other Lot within the Subdivision. No commercial truck with a gross payload capacity in excess of one (1) ton, or a tractor and trailer cab or trailer shall be kept or allowed to remain on any roadway within the Subdivision or on any Lot outside of an approved garage. No vehicles shall be allowed to remain parked on the streets or roadways within the Subdivision.

Section 15. Rental. No Dwelling, or any portion thereof, shall be rented or leased for a term of less than one (1) year in duration.

Article IX
Enforcement and Amendment

Section 1. Restrictions Appurtenant to the Land. The foregoing covenants are intended to and shall be appurtenant to and run with the land and shall be kept by the parties hereto, and upon conveyance of a Lot, or if same shall be acquired by inheritance, devise or otherwise such covenants, restrictions and limitations shall be binding and in full force and effect as running with the land, and the said Grantees, their heirs, devisees, executors, administrators, successors and assigns, fully acknowledge the same and agree to keep and perform the same forever.

Section 2. Period of Enforcement. The within covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 31st day of December, 2030, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated or modified, in whole or in part, by the affirmative Member vote representing at least sixty-seven percent (67%) of those Lots entitled to vote.

Section 3. Enforcement. Enforcement hereof shall be by proceeding at law or in equity commenced by any Lot Owner or by the Association against any person or persons violating or attempting to violate any covenant either to restrain violation and/or to recover damages. Should any person or persons be found in violation of any part hereof (including but not limited to the obligation to pay Assessments), the Bylaws, or any duly adopted Rules, in addition to all other remedies available to the Association, the Association shall have the right to assess a fine in an amount not to exceed the maximum allowable under the Act per violation against any Owner, after such Owner has been given notice of the violation and an opportunity to be heard with respect to the violation in accordance with such policies and procedures as may be adopted from time to time by the Board of Directors as may be set forth in the Bylaws. Upon a violation of these Restrictions by a Lot Owner for nonpayment of any General Assessment, Special Assessment, Individual Assessment, or Fine Assessment, the Association shall have the right to suspend the offending Lot Owner's voting rights in the Association and the use by such Owner, their agents, family, employees, and invitees of any Common Areas in the Subdivision for any period during which an Assessment against the Lot remains unpaid. Specifically, and without limiting the generality of the foregoing, in addition to any other remedies available to the Association for the enforcement of this Declaration, the Association shall be entitled to take any action against the Lot Owner as provided in the Planned Community Act.

Section 4. Severability. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

Section 5. Amendment. This Declaration may be modified, amended or terminated in whole or part by the affirmative vote of the Association Members representing at least sixty-seven percent (67%) of the Lots entitled to vote.

Article X
Reservation and Assignability of Rights and Liabilities

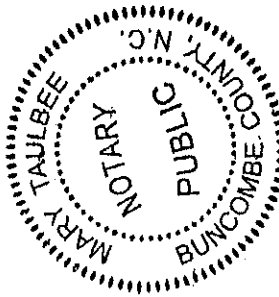
Section 1. Assignment. The Declarant shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to it by this Declaration. Following any such disposition, the Declarant in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of same in any manner.

Section 2. Reservation of Special Declarant Rights. During the Declarant Control Period, Declarant reserves the right to maintain sales and management offices, model units, construction trailers, storage or staging areas, and advertising signs upon Common Areas and upon Lots owed by it, to remove any Lot or other portion of the Property from the Subdivision, to combine Lots or otherwise reconfigure any Lot or Lot boundary, and to exercise all other Special Declarant Rights as defined in the Act.

IN WITNESS WHEREOF, the Declarant has caused the due execution of the foregoing Declaration of Covenants, Conditions, and Restrictions for Eugene Lane Subdivision to be effective as of the day and year first above written.

Belue Holdings 447, LLC, a North Carolina limited liability company

By: [Signature] (SEAL)
Benjamin Belue, Manager

<p>SEAL-STAMP</p> 	<p>STATE OF <u>North Carolina</u>, <u>Buncombe</u> County</p> <p>I, a Notary Public of the aforesaid State and County, certify that Benjamin Belue as Manager of Belue Holdings 447, a North Carolina limited liability company appeared before me and being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.</p> <p>Witness my hand and official stamp or seal, this <u>8</u> day of November, 2019.</p> <p><u>Mary Taulbee</u> Notary Public</p> <p>My commission expires: <u>6/23/2021</u></p>
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