



2024000307

TRANSYLVANIA CO, NC FEE \$42.00
PRESENTED & RECORDED:

01-23-2024 02:48:04 PM

BETH C LANDRETH
REGISTER OF DEEDS
BY: DELIA MCCALL
DEPUTY REGISTER OF DEEDS

BK: DOC 1103

PG: 459-477

**DECLARATION
OF
RESTRICTIVE COVENANTS
FOR
JORDAN
STREET
TOWNHOMES**

This Document prepared by:

C. W. McKeller
McKeller Wall PC
130 S. Broad Street
Brevard, NC 28712
Email: Mack@ecustalawgroup.com

DECLARATION OF
RESTRICTIVE COVENANTS FOR
JORDAN STREET TOWNHOMES

NOTE: THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS. THIS DOCUMENT ALSO REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS, that LENZE REAL ESTATE, LLC, a North Carolina limited liability company, is the owner in fee simple of the real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, said property being hereinafter referred to as "the Development."

WHEREAS, Developer intends to sell and convey the lots and parcels constituting the Development as townhomes and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of the owners of all of the lots and parcels in the Development and the owners and future owners thereof.

WHEREAS, as a North Carolina Planned Community created after January 1, 1999, JORDAN STREET TOWNHOMES is not subject to the North Carolina Planned Community Act (hereinafter, "Act") as it contains no more than twenty (20) lots pursuant to Section 47F-1-102(b)(1) of the Act unless the Declaration provides that the Act applies to the Planned Community;

NOW, THEREFORE, Developer declares that all of the lots and parcels in the Development are held and shall be held, conveyed, and hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and parcels and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots and parcels; to create privity of contract and estate between

the grantees of such lots and parcels, their heirs, successors and assigns; and shall, as to the owner of each such lot or parcel, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development and their respective owners, present and future.

ARTICLE 1

Adoption of North Carolina Planned Community Act

Section 1.1. The North Carolina Planned Community Act (N.C. Gen. Stat. §§47F-1-101 et seq.) shall apply to and govern through its provisions the Planned Community known as Jordan Street Townhomes.

Section 1.2. The North Carolina Planned Community Act shall apply to and govern through its provisions the JORDAN STREET TOWNHOME OWNERS ASSOCIATION, which shall be the association of Townhome Owners for the Planned Community.

ARTICLE 2

Description of Planned Community

Section 2.1. Name. The name of the planned community is JORDAN STREET TOWNHOMES (sometimes referred to herein as "Townhomes" or "Planned Community" or "Jordan Street").

Section 2.2. Location. The Planned Community is located in Transylvania County, North Carolina. The Planned Community is that real property submitted to and controlled by the Planned Community Act, as shown on Plat File 24, Slide(s) 22-23, Transylvania County Registry.

ARTICLE 3

Definitions

In accordance with Section 47F- 1-103 of the Planned Community Act and unless specifically provided otherwise or the context otherwise requires, the following terms as used in this Amended and Restated Declaration for this Planned Community shall have the following meanings:

Section 3.1. Act shall mean and refer to the North Carolina Planned Community Act as set forth and contained in Chapter 47F of the North Carolina General Statutes as may be amended from time-to-time.

Section 3.2. Architectural Control Committee or ACC means the committee appointed by the Association's Board as deemed necessary. In the event no Architectural Control Committee is appointed, the Board itself shall serve as Architectural Control Committee.

Section 3.3. Assessments means and refers to all sums levied by the Association against any Townhome and its Owners as common expense liabilities, special assessments, specific assessments, fines, late charges, interest and attorney fees as set forth in this Declaration.

Section 3.4. Association shall mean and refer to Jordan Street Townhome Owners Association, Inc., a nonprofit corporation to be organized under the laws of the State of North Carolina, its successors and assigns.

Section 3.5. Board or Board of Directors means the governing body on behalf of and for the Association designated as the Executive Board in Section 47F-103(13) of the Act.

Section 3.6. Bylaws means the Bylaws of Jordan Street Townhomes Owners Association, Inc, and any amendments thereto.

Section 3.7. Common Elements shall mean and refer to: i) the road constructed at the rear of the Townhomes unless it has been dedicated to and accepted by the City of Brevard as shown on the recorded plats; ii) common sidewalks providing access to the said roads adjacent to the development; iii) storm water collection facilities as shown on the recorded plats; iv) any other property designated as such by the Association or this Declaration; and v) any real estate owned by the Association other than a Townhome.

Section 3.8. Common Expenses mean expenditures made by or financial liabilities incurred for the operation of or connected in any way with the administration of the Planned Community. These include:

- (a) Expenses of administration, maintenance, repair or replacement of the common elements;
- (b) Expenses defined, referred to, or declared to be common expenses by the Documents or by the Act;
- (c) Expenses agreed upon as common expenses by the Association;
- (d) Such reasonable reserves as may be established or allocated by the Association, whether held in trust or by the Association, for repair, replacement or addition to the common elements or any other real or personal property acquired or held by the Association; and
- (e) Expenses levied against or which may be allocated to any particular Townhome and Lot and Lot Owner for fines, late charges, interests, costs of collection, and attorney's fees.

Section 3.9. Common Expense Liability means the liability for common expenses allocated to each Townhome and Lot as permitted by the Act, this Amended and Restated Declaration, the Bylaws or otherwise by the law.

Section 3.10. Directors shall mean and refer to the duly elected member or members of the Board of Directors.

Section 3.11. Documents mean the Declaration, Plats and Deeds recorded and filed for real property making up the Planned Community, the Articles of Incorporation of Jordan Street Townhome Owners Association, Inc., the Bylaws, the Architectural Guidelines adopted by the Association and any rules and regulations as may be promulgated or amended from time to time. Any exhibit, schedule, or certification accompanying a Document is part of that Document.

Section 3.12. Guidelines or Architectural Guidelines shall mean and refer to those Architectural Guidelines for the Jordan Street Townhomes, Brevard, NC, adopted by the Developer or the Jordan Street Townhome Owners Association Membership, and as the same may be subsequently amended.

Section 3.13. Townhome and Lot shall mean and refer to any parcel of land within the Subdivision as shown on the recorded Plats designated for separate ownership or occupancy by an owner.

Section 3.14. Owner shall mean a person or legal entity who owns fee simple title to any Townhome and Lot but does not include persons or entities having an interest in a Townhome and Lot solely as security for the performance of an obligation.

Section 3.15. Member shall mean any owner or owners of a Townhome and Lot within the Subdivision who shall also then be a member of the Association for such period of ownership. If a Townhome and Lot is owned by more than one person, then such persons collectively shall be the Member and shall be entitled to only one vote.

Section 3.16. Majority of the Total Votes in the Association means fifty percent (50%) of the Townhome and Lot Owners entitled to vote, plus one vote.

Section 3.17. Notice and Opportunity to be Heard shall mean the right of a Townhome and Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association and the right for an opportunity to be heard thereon. The procedures for such notice and opportunity to be heard are set forth in Article 18 of this Declaration and Section 47F-3- 107.1 of the Act.

Section 3.18. Officer shall mean those individuals who are elected by the Board to serve as officers of the Association to include President, Vice President, Secretary, Treasurer and such other support and offices as the Board may determine necessary.

Section 3.19. Person shall mean a natural person, corporation, business, trust, estate, partnership, association, joint venture, government, government subdivision or agency or other legal or commercial entity.

Section 3.20. Planned Community shall mean real estate with respect to which any person, by virtue of that person's ownership of a Townhome and Lot, is expressly obligated by a declaration to pay real property taxes, insurance premiums, or other expenses to maintain, improve, or benefit other lots or other real estate described in the declaration.

Section 3.21. Reasonable Attorney's Fees shall mean attorney's fees reasonably incurred without regard to any limitations on attorney fees which otherwise may be allowed by law.

Section 3.22. Resident shall mean the legal occupant of any Townhome and Lot. The term "Resident" shall include the Owner of the Townhome and Lot or any tenant, lessee or licensee of the Owner.

Section 3.23. Restrictions or Covenants shall mean to the terms, conditions, restrictions and protective covenants set forth in this Declaration. All covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided in this Amended and Restated Declaration and shall be binding on all Owners.

ARTICLE 4 Common Elements

Section 4.1. Common Elements. Common Elements include all parts of the Planned Community located outside the boundaries of the respective Townhomes and Lots and include any real estate, both improved and unimproved, within the Planned Community owned or leased by the Association and as defined by Section 3.7 of this Declaration. By way of illustration but not limitation, Common Elements include real property often called common areas and sidewalks. The Association shall be responsible for maintaining all common elements.

Section 4.2. Use of Common Elements. Each Townhome Owner shall have the right to use the Common Elements in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other Townhome Owners. The Board shall, if any question arises, determine the purpose for which a part of the Common Elements is intended for use. Any Townhome Owner may delegate, in accordance with the provisions of this Declaration, the Bylaws and reasonable Rules and Regulations promulgated by the Board, the right to use the Common Elements to immediate family members living on the Townhome and Lot, to a limited number of guests, or to tenants who reside on the Townhome and Lot. The Lot Owner's right to use the Common Elements shall be subject to the following:

- (a) The right of the Association to promulgate and enforce all reasonable regulations governing the use of the Common Areas to ensure the safety and rights of all Owners;
- (b) The right of the Association to suspend the right to use the Common Areas by any Owner for a period during which any assessment against his Townhome and Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to grant utility, drainage or other easements across the Common Areas;
- (d) Any Owner who rents or leases his Townhome and Lot to a tenant shall not be entitled to use and enjoy the Common Areas during the period of the tenancy, but the right to use

and enjoy such shall inure to the tenant.

Section 4.3. Restriction on Transfer of Common Elements. The Association shall not seek to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, without the written approval of owners of Townhomes and Lots totaling eighty percent (80%) of the members of the Association. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this paragraph.

ARTICLE 5

Land Use

Section 5.1 Residential Use Only. Each townhome and lot shall be used for residential purposes only. No trade or business of any kind, including short term rentals, may be conducted on any townhome or lot. No building shall be erected, altered, placed or permitted to remain, on any lot other than the townhome erected thereon by the Developer.

Section 5.2 Long Term Rentals. So long as any such lease shall be for a term of not less than 12 consecutive months, lease or rental of a dwelling for residential purposes shall not be considered to be a violation of these covenants; however, while residences may be leased for residential purposes only, all leases shall require, without limitation, that the tenant acknowledge receipt of a copy of this Declaration. This lease shall obligate the tenant to comply with the provisions of this Declaration and shall provide that in the event of noncompliance, Declarant, in addition to any other remedies available to Declarant, may evict the tenant on behalf of the owner of said Townhome and Lot and specifically assess all costs associated therewith against such owner.

Section 5.3. Rentals and Prohibition on Short Term Rentals. In order to assure that the community retains its single-family residential character and to protect the value of the Townhome and Lots of Owners who are financially invested in and committed to preserving the current residential character and the scheme of the development for the community, short-term rental of any property in the Jordan Street Townhomes Subdivision is prohibited. For the purposes of this Declaration, and as the same has or shall be subsequently amended, "Short-term Rental" is defined as renting for a period of less than six (6) consecutive months each year.

ARTICLE 6

Temporary Structures

No motor vehicles or structures of a temporary character, including, but not limited to, any trailer, tractor trailer, single-wide or double-wide mobile home/manufactured home, basement, tent, shack, garage, carport, shed or other outbuilding shall be used on any Townhome and Lot at any time as a residence, either temporarily or permanently.

ARTICLE 7
Parking and Storage

With the exception of those vehicles owned or being utilized by the Developer and any corporation or business owned and operated by the Developer or employed by the Developer, which shall have such right at any time when the Developer or such corporation or business is engaged in the construction or repair of any building or any improvement on any portion of the property which is subject to this Declaration, and the further exception of those trucks, construction vehicles and any commercial vehicles being utilized by any Townhome and Lot owner in connection with the construction or repair of any improvement on such owner's townhome or lot (which has been properly approved pursuant to the appropriate articles of this Declaration) which may be parked in spaces designated by the Developer or the Architectural Control Committee, during such times and for such periods of time that may be designated by the Developer or the Architectural Control Committee, except as hereinafter provided for there shall be no outside storage or parking upon any lot or upon any street in the Development or upon any common area of any commercial vehicle, truck, trailer, tractor trailer, single-wide or double-wide mobile home/manufactured home, or bus, nor shall any tent, shack or any other type of structure, whether temporary or permanent, not specifically authorized by these covenants or any amendment thereto, be placed or erected on any lot.

Notwithstanding anything to the contrary which may be set forth elsewhere herein, each Townhome and Lot owner shall have the right to store boats and recreational vehicles inside such owner's garage or storage shed provided that the doors of such shed or garage are kept closed at all times other than such times when such boats and recreational vehicles and the other items being stored in such shed or garage are being placed in or removed from such shed or garage.

ARTICLE 8
Nuisances

Section 8.1 Nuisance Prevention. It shall be the responsibility of each townhome and lot owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her lot. No Townhome and Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such townhome and lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any plant, substance, animal, thing, device or material be kept upon any townhome and lot that will be noxious, noisy, dangerous, unsightly, or unpleasant or which will emit foul or obnoxious odors or will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Development. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the lot. Construction of approved improvements on any townhome and lot, once commenced, shall be completed within twelve (12) months.

Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within ninety (90) days, shall be deemed nuisances. The Association may remove any such nuisances or repair or complete the same at the expense of the owner, the cost of which shall be levied as an assessment against the owner's Townhome and Lot.

Section 8.2 Definition of Noxious Activity. Noxious or offensive activity shall include but shall not be limited to (1) a public nuisance or nuisance per se, (2) any behavior which is inconsistent with both a reasonable pleasurable use of the properties of the owners of townhomes and lots in the Development, their tenants and guests, and their reasonable expectation of vacationing, year-round living, studying, working and recreating, free of excessively noisy behavior grossly disrespecting the rights of others, (3) flashing or excessively bright lights, (4) racing vehicles (regardless of the number of wheels), (5) the operation of unlicensed motor vehicles in the Development (including specifically trail motor bikes with two, three or more wheels), (6) the operation of motor vehicles by unlicensed persons on any roads or trails in the Development or any motorcycle, moped or motor bike riding in the Development other than as a means of transportation to and from the home of a resident lot owner to the state road, (7) offensive displays of public sexuality, (8) public drunkenness, (9) significantly loud electronic music distractions or vibrations which extend beyond property lines, (10) the discharge of fireworks, (11) the assembly and disassembly of motor vehicles and other mechanical devices which might tend to create disorderly, unsightly or unkept conditions, (12) parking or storing any junked, inoperable or unlicensed automobiles, trucks or heavy equipment on any lot or road in the Development, or (13) other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the Townhome and Lots in the Development.

ARTICLE 9
Maintenance of
Townhomes and Lots
And Paint Color
Selection

All townhomes and lots whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent them from becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, through its agents, employees, and contractors to do so, the cost of which shall be levied as an assessment against the owner of the Townhome and Lot. Neither the Association, nor any of its agents, employees or contractors shall be liable for any damage which may result from any such maintenance work.

Paint colors shall be maintained on the outside of each unit in the color originally utilized by the developer. In the event the owner of the townhome and lot desires to change the color, the said owner must obtain unanimous approval of the members of the Architectural Control Committee and the Executive Board of the Jordan Street Townhome Owners Association as to the new color. The Townhome Owners Association shall ensure coordination of the colors of the townhomes to ensure a

harmonious scheme.

ARTICLE 10

Pets

No swine, cattle, poultry, horses, ponies or other animals other than a reasonable number of dogs and cats may be kept on any Townhome and Lot in the Development at any time, provided that any such dogs and cats are not bred or maintained for commercial purposes and that whenever they are not inside of the single-family dwelling or garage on the Townhome and Lot on which they are kept, they are either restrained by a leash which is held by the individual accompanying them or are kept within a fence. While being kept within a fence, no authorized pets shall be chained or restrained by a leash during any time when the Townhome and Lot owner or some other person is not present with them. All fences and other structures in which animals are kept or confined must be designed, constructed, erected, installed, cleaned, and maintained in a manner which has been approved by the Architectural Control Committee.

Any pet shall be muzzled which consistently barks, howls, or makes other disturbing noises which might be reasonably expected to disturb any other Townhome and Lot owner or his tenants or guests. The breach of any of these restrictions, obligations and duties shall be a noxious and offensive activity constituting a private nuisance.

ARTICLE 11

Clotheslines, Garbage Cans, Tanks, Woodpiles, Etc.

All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened in a location or manner approved by the Architectural Control Committee so as to be concealed from view of the other Townhome and Lots, streets and areas in the Development outside of the lot on which such items are located. Each Townhome and Lot owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon. Furthermore no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types of cleaning apparatus shall be hung or placed outside of any structure located on any lot in the Development in such a manner as to be visible from any street, or other lot or area located in the Development.

ARTICLE 12

Signs

With the exception of those Townhome and Lots owned by the Developer on which the Developer may in its absolute discretion erect such signs as it may deem appropriate, no signs shall be placed on any Townhome and Lot except one "For Rent" or "For Sale" sign

of not more than four square feet, one property address sign of not more than two square feet and, during the construction of an authorized structure on a Townhome and Lot, one sign of not more than four square feet identifying the builder or contractor provided that the content and design of all of such signs other than those erected by the Developer has been approved by the Architectural Control Committee after a copy of such sign has been submitted to said committee for its approval. Notwithstanding anything hereinabove set forth to the contrary, the Association shall have the right to erect reasonable and appropriate signs on the common area.

ARTICLE 13
Outdoor Lighting

All outdoor lighting, including the location, intensity and duration of such lighting, must be approved by the Architectural Control committee which shall have the right at any time to prohibit the use of any outdoor light which unreasonably interferes with the privacy of any other Townhome and Lot owner and such other lot owner's use and enjoyment of his lot at any time.

ARTICLE 14
Aerials And Antennas

No radio, television or other aerial, antenna, satellite dish, tower or other transmitting or receiving structure or support thereof shall be erected, installed, placed or maintained on any lot unless so erected, installed, placed or maintained entirely within the enclosed portion of the individual residence or garage.

ARTICLE 15
Energy Conservation Equipment

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Townhome and Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

ARTICLE 16
Air Conditioning Units

Except as may be permitted by the Architectural Control Committee, no window air conditioning units may be installed in any house or other structure which is located on any Townhome and Lot.

ARTICLE 17
Drainage

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves a perpetual easement across each lot for the purpose of altering drainage and water flow.

ARTICLE 18

Jordan Street Townhome Owners Association, Inc.

A. Membership

Every person (or entity) who/which is a record owner of a fee or undivided fee interest in any Townhome and Lot that is subject to this Declaration shall be deemed to have a membership in Jordan Street Townhome Owners Association, Inc. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold interests merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per Townhome and Lot owned. In the event that a owner of a Townhome and Lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided for in the bylaws and rules and regulations of the Association.

B. Voting

The Association shall have one class of membership as follows:

Members shall be all owners and shall be entitled on all issues to one vote for each Townhome and Lot in which they hold the interest required for membership by Section A hereof; however, there shall be only one vote per Townhome and Lot regardless of the number of persons or other entities owning an interest in a particular Townhome and Lot.

C. Assessments

The owner of each Townhome and Lot, with the exception of the Developer, shall, by the acceptance of a deed or other conveyance for such Townhome and Lot, be deemed obligated to pay to the Association an annual assessment or charge for the purposes stated within this article to be fixed, established, and collected on a lot by lot basis as hereinafter provided. Said annual assessment or charge shall be due on a date to be established by the Association and pursuant to reasonable advance notice given in writing to all lot owners. Upon demand, the Association shall furnish to any owner or mortgagee a certificate showing the assessments or charges or installments thereof due as of any given date. Each Townhome and Lot made subject to these restrictions is hereby made subject to a continuing

lien to secure the payment of each assessment or charge when due.

The funds collected from said assessments may be used for any or all of the following purposes: maintaining and landscaping the entrance; maintaining, operating and improving common areas; protection of property from erosion; maintaining lots as provided in Article 4 herein; enforcement of these restrictions; paying taxes and other indebtedness of the Association, including insurance premiums, governmental charges of all kinds and descriptions; legal and accounting fees; and, in addition, doing any other things necessary or desirable in the opinion of the Association to maintain the Development in neat and good order and to provide for the health, welfare and safety of owners and residents of the Development.

D. Enforcement Procedures

Upon the failure of the owner of any Townhome and Lot to pay any assessment or charge when due, the Association shall have the right to collect the amount thereof by an action at law against the owner as for a debt, and may bring and maintain such other suits and proceedings at law or at equity as may be available. Such rights and powers shall continue in the Association and the lien of such charge shall be deemed to run with the land; and the successive owners of each Townhome and Lot, by the acceptance of deeds therefor, shall be deemed personally to assume and agree to pay all unpaid assessments or charges or additional assessments which have been levied against the property and all assessments or charges or additional assessments which shall become a lien thereon during their ownership. Any assessment or charge levied against a Townhome and Lot remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that Townhome and Lot when a claim of lien (sometimes herein referred to as a "Notice of Assessment and Lien") setting forth the name and address of the Association, the name of the record owner of the Townhome and Lot at the time the lien is filed, a description of the Townhome and Lot and the amount of the lien claimed is filed of record in the office of the Clerk of Superior Court for Transylvania County. Upon the filing of any such lien pursuant to the authority granted under this Declaration, the Association may foreclose the claim of lien as provided in Chapter 47F of the North Carolina General Statutes. All liens levied pursuant to the provisions of these Covenants shall include the amount of any unpaid assessments, plus any other charges thereon, including a late charge of the greater of TWENTY DOLLARS (\$20.00) per month or ten percent (10%) of any assessment installment unpaid to cover administrative expenses, interest at one and one-half percent (1½%) per month, costs of collection, including attorneys' fees, document preparation and recordation charges and all other charges which are allowable under the provisions of North Carolina Statutes Section 47F-3-102. Each Notice of Assessment and Lien shall be signed by the Association or such other person or legal entity to whom the Association may assign the authority to file Notices of Assessments and Liens pursuant to a document filed in the office of the Register of Deeds for Transylvania County. Such lien shall be prior to all other liens recorded subsequent to the filing of such Notice of Assessment and Lien. Each owner, by

acceptance of a deed or as a party to any other type of conveyance, vests in the Association, or such other person or legal entity to whom the Association may assign the authority to file Notices of Assessments and Liens, the right and power to bring all actions against said owner personally for the collection of such charges set out in said Notice of Assessment and Lien as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement for real property. The lien provided for in this Article shall be in favor of the Association and it shall have the power to bid on the lot in any foreclosure proceeding or to acquire, hold, lease, mortgage, or convey the lot. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged damage, inconvenience or discomfort arising from the completion by the Association of repairs or improvements or removal of nuisances pursuant to the provisions of Article 5 of these Covenants or for any maintenance performed by the Association pursuant to the provisions of Article 6 of these Covenants. All payments shall be applied first to costs and attorney fees, then to late charges, then to interest, then to delinquent assessments. Upon payment of all assessments and other charges, costs and fees provided for in a particular Notice of Assessment and Lien, or other satisfaction thereof, the party filing said lien shall cause to be recorded a further notice stating satisfaction and the release of the lien thereof.

E. Period of Developer Control

As provided for in the bylaws of the Association, the directors shall be selected by the Developer acting in its sole discretion and shall serve at the pleasure of the Developer until such time as the Developer has closed the sale of all townhomes in the Development, unless the Developer shall earlier surrender this right to select directors. The directors selected by the Developer need not be owners or residents in the Development. After the period of the Developer appointment, all directors must be members of the Association or spouses of such members; provided, however, no person and his or her spouse may serve on the Board at the same time.

ARTICLE

19

Amendment

This Declaration may also be amended at any time and from time to time either by the recordation in the office of the Register of Deeds for Transylvania County, North Carolina, of a written amendment to these restrictions signed by the owners of at least sixty-seven percent (67%) of the lots in the Development, and also by the Developer so long as the Developer shall own any lots which are subject to this Declaration, or by the recordation in said office of a document prepared and executed by the Secretary of the Board of Directors certifying that the amendment to the declaration set out therein has been approved by the affirmative vote of at least sixty-seven percent (67%) of the votes in the Association and also by the Developer so

long as the Developer shall own any lots which are subject to this Declaration. The signatures appearing on such documents shall be properly notarized and any such amendment shall become effective upon the date of its recordation in the office of the Register of Deeds for Transylvania County, North Carolina, unless a latter effective date is specified therein.

Notwithstanding anything hereinabove set forth to the contrary, no amendment may remove, revoke or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege.

ARTICLE 20

Acquisition Of Additional Common Area

Developer may convey to the Association additional real estate, improved or unimproved, located within the Development which upon conveyance or dedication shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all of its members. This article may not be amended without the written consent of Developer so long as Developer owns any property which is subject to this Declaration.

ARTICLE 21

ROOF MAINTENANCE AND REPLACEMENT

Each Townhome and Lot Owner shall be responsible for repair and replacement of the roofing material on their Townhome with material of like color and consistency. No roofing material replacement shall be made, except in emergency circumstances, without the express approval of the Association. Further, the Association Board of Directors shall be allowed, with unanimous consent of the Board, to require replacement of all the roofing material by each individual Townhome and lot owner at the same time when the existing roof is within five (5) years of the end of its manufacturer's warranty period. With the unanimous consent of all Townhome and lot owners, all roofing material shall be replaced simultaneously so as to retain a uniform and harmonious appearance.

ARTICLE

22 Term

All of the restrictions, conditions, covenants, charges, easements and agreements contained in this Declaration shall run with the land and be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which said Covenants shall be automatically extended for successive periods often (10) years unless an instrument signed by a majority of the then owners of the Townhome and Lots in the Development have been recorded, agreeing to change such Covenants in whole or in part. However, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void, or voidable for

violation of the rule against perpetuities, then such provision(s) shall continue only until twenty- one (21) years after the death of the last survivor of the now-living descendants of Charles III, King of England.

ARTICLE 23
Grantee's Acceptance

Each grantee or purchaser of any Townhome and Lot or parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such Townhome and Lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and all amendments thereto, and to the jurisdiction, rights, powers, privileges and immunities of the Developer and the Association herein provided for. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal

representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with the Developer and the grantee or purchaser of each other Townhome and Lot or parcel to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration, and all amendments and supplemental declarations thereto.

Article 24
Suspension of Restrictions

The provisions of this Declaration which are applicable to improvements, use and occupancy shall be suspended as to any Townhome and Lot, parcel or other area while and so long as the same is owned by or leased to the State of North Carolina or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such Townhome and Lot, parcel or area for the purposes for which it was acquired or leased. On cessation of such use, such provisions shall become applicable again in their entirety. While owning or leasing and using, such owner shall not have rights as a member of the Association nor shall it be liable for any Association assessments.

Article 24
Display Of Flags, Etc.

No flags, banners or pennants shall be displayed on any Townhome and Lot other than one flag of the United States of America and one flag of the State of North Carolina, the size of which shall be no greater than four feet by 6 feet, which is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C.

Section 5-10, as amended, governing the display and use of the flag of the United States.

Article 25
Enforcement

The Developer and each person to whose benefit these restrictions inure, including Jordan Street Townhome Owners Association, Inc., and other townhome and lot owners in the Development, may proceed at law or in equity against any person or other legal entity violating or attempting to violate any provisions of these restrictions, either to restrain violation, to recover damages, or both.

ARTICLE 26
Severability


Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Article 27
Developer's Rights

The Developer's rights under this Declaration may be assigned at any time, in whole or in part, to any other person, persons or legal entity including, but not limited to, the Association.

IN WITNESS WHEREOF, Developer has executed this Declaration, this
19th day of January, 2027.

Developer: LENZE REAL ESTATE, LLC



George ~~X~~ Lenze, Mbr-Manager

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, Angelia D. Shannon, a Notary Public of said State and County, do hereby certify that GEORGE LENZE personally appeared before me this day and acknowledged that he is a Manager of LENZE REAL ESTATE, LLC, a North Carolina limited liability company, the limited liability company described in and which executed the foregoing instrument; that he executed said instrument of said limited liability company by subscribing his name thereto; and that the instrument is the act and deed of said limited liability company.

This the 19 day of January, 2024.

Angelia D. Shannon
Notary Public

Commission Expires: 8-22-26

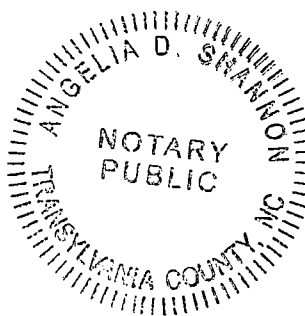


EXHIBIT "A" for

DECLARATION OF RESTRICTIVE COVENANTS FOR JORDAN STREET TOWNHOMES

Being all of Lots THIR²~~21~~-THIR²~~22~~ of JORDAN Street Townhomes as shown on a plat thereof recorded in Plat File 24, Slides 22-23, Records of Plats for Transylvania County.