

SCANNED & OCR COPY OF THE COVENANTS FOR VIEWS OF ASHEVILLE

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PINNACLE PHASE 3

THIS DECLARATION made and entered into this the 9th day of May

1998, by and between CONDOMINIUM BUILDERS, INC., a North Carolina corporation, hereinafter referred to as "Developer" and all future purchasers and owners of lots within the Subdivision to be known and designated as "THE VIEWS OF ASHEVILLE"(VOA) hereinafter described;

WITNESSETH

THAT WHEREAS, Developer is the owner of a 13.309 acre tract of land adjacent to that subdivision known as The Pinnacle at Park Avenue (Plat Book 62, Page 167 and other plats of record), said 13.309 acre being described in a deed recorded in Deed Book 1867, Page 243, and Developer wishes to develop such real property into a well planned residential community~ and

WHEREAS, Developer has subdivided a portion of the 13.309 acre tract into lots as shown on plat entitled "THE PINNACLE PHASE THREE", which plat is duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 66 at Page 78, reference to which is hereby specifically made. Developer is the owner of all the lots on said plat; and

WHEREAS, Developer proposes to sell and convey the lots shown on Plat Book 66 at page 78 as aforesaid to be used for residential purposes and to develop said lots, together with the additional real property within the Development Area as that term is hereinafter described, into a well planned residential community; and

WHEREAS, Developer desires, for the benefit of such property and for the benefit of future purchasers and owners of said lots within said Subdivision, including lots located within the Development Area hereafter added to this Subdivision, that said Subdivision property shall be developed and used as hereinafter set forth; and

WHEREAS, Developer, prior to selling and conveying the aforesaid residential lots, desires to impose upon such lots certain mutual and beneficial restrictions, covenants, conditions and charges for the benefit and complement of all of the residential lots in the Subdivision in order to promote the best interests and protect the investments of Developer and the future owners of such lots.

NOW, THEREFORE, in consideration of the premises and for the advantage which the Developer will receive from the sale of such lots in a restricted subdivision, Developer, for itself, its assigns and successors in title, covenants and agrees, and hereby declares that the real property shown on said plat recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 66 at Page 78 and any additional real property located in the Development Area as that term is hereinafter defined that may, by subsequent amendment, be added to and subjected to this Declaration, are held, and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and the following covenants, conditions and restrictions:

1. Definitions. As used herein the following words shall have the following meaning:
 - a. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for THE PINNACLE PHASE 3, which shall also be known as THE VIEWS OF ASHEVILLE (VOA).
 - b. "Developer" shall mean Condominium Builders, Inc., its successors or assigns.
 - c. "Development Area" shall mean any tract or tracts shown on or contiguous to the property shown in the plat recorded in Plat Book 66 at Page 78 which developer may elect to add to the subdivision at a later date by amendment to this Declaration.
 - d. "Homeowners Association" shall mean THE VIEWS OF ASHEVILLE Homeowners Association, Inc., a North Carolina non-profit corporation organized under Chapter 55A of the North Carolina General Statutes.
 - e. "Lot" or "lot" shall mean the separately numbered parcels of land depicted on the above mentioned plat and any other separately numbered parcels of land shown on any plat subsequently filed with a Supplementary Declaration of Covenants, Conditions and Restrictions adding land to the Subdivision.
 - f. "Subdivision" shall mean "THE VIEWS OF ASHEVILLE" and shall include all the real property shown on the above mentioned plat and any portion of the Development Area hereinafter added to the Subdivision by the tiling of a Supplementary Declaration of Covenants, Conditions and Restrictions as is hereinafter provided for.
 - g. "Common elements" shall mean all property included within the Development Area which is not part of a lot and not reserved by the Developer, whether for construction of garages or otherwise.

2. Applicability. The covenants, conditions and restrictions set forth in this Declaration shall apply to the real property shown on said above referred to plat and any additional real property located within the Development Area which may hereafter be added to the Subdivision by the filing of a Supplementary Declaration of Covenants, Conditions and Restrictions.

3. Addition of Land to Subdivision. It is the present intention of Developer to develop only the 13.309 acre tract shown on the plat recorded in Plat Book 66 at Page 78 in accordance with the provisions of this Declaration and that the same shall be separate and apart from Park Avenue Subdivision and Phases One and Two of The Pinnacle at Park Avenue. Developer shall have the right, however, at its election, without the necessity of consent of any lot owner or owners or any other person, to expand the Subdivision and bring within the coverage and operation of these restrictions additional real property within the Development Area as may be developed in the future. The addition to real property authorized hereby shall be made by filing of record in the Office of the Register of Deeds for Buncombe County, North Carolina a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property, together with a plat showing such real property added, which shall extend the operation and effect of the covenants, conditions and restrictions of this Declaration to such additional real property. Any such Supplementary Declaration may contain such complimentary additions to and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or appropriate in the sole judgment of Developer to reflect the different character, if any, of the added properties and which are not inconsistent with the plan, intent and spirit of this Declaration.

4. Land Use. All lots in said Subdivision shown on the above referred to plat shall be known and described as private residential lots and no lot shall be used for any other purpose. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height (excluding any basement level or attic, whether or not such basement or attic are finished as a living area) and a detached private garage for not more than two (2) automobiles, provided, however, that it shall be permissible to have a detached garage for not more than two (2) automobiles only if there is no garage or carport attached to the dwelling located on the lot. In the event there is a garage or carport which is attached to or is a part of the dwelling it shall not be permissible to have a separate detached garage on such lot. No mobile or modular home may be erected or permitted to remain on any lot. Notwithstanding the above it is specifically provided that Developer, during the development and sales stage, may maintain a dwelling on any lot for use as a model home and/or sales office. Notwithstanding the above Developer shall also be entitled to maintain a construction trailer and office on said real property. Nothing herein shall prevent construction, ownership and use, rental or sale by Developer of garages, whether attached or detached, upon reserved areas.

5. Subdivision of Lots, Combination of Lots. Only one residence may be built on any lot as shown and designated on said plat, except that Developer may elect to build duplexes or triplexes. None of the lots shown on said plat shall be subdivided. No portion on any lot less than the whole shall be sold or conveyed.

6. Commercial Use Restricted; Nuisances. No business activities of any kind may be conducted upon any lot or from any dwelling located on any lot other than a home office which requires no regular visitations by customers, suppliers or salesmen or freight or parcel shipping or delivery. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot shall be used in whole or in part for the storage of~ rubbish of any nature, nor for the storage of any property or thing, including but not limited to, junk or unlicensed motor vehicles that will cause such lot to appear in an unclean or unkept condition or that will be obnoxious in appearance; nor shall any substance, thing or material be kept upon any lot which will emit foul or obnoxious odors or which will cause noise which will disturb the peace, quiet, comfort or serenity of the occupants of surrounding lots. No wrecked or junked motor vehicle shall be permitted to remain on any lot. It is specifically provided, however, that notwithstanding the above or any other provision of this Declaration, Developer, its successors or assigns may, until such time as Developer, its successors or assigns have sold and conveyed all of the property shown on the recorded plat or shown on any land added to the subdivision by amendment, maintain a dwelling on any lot for use as a model home and/or sales office. Developer shall also be entitled to maintain a construction trailer and office on said real property.

7. Dwelling Size. Every dwelling constructed on any lot shall contain a minimum of 1600 square feet of heated living area for a one-story or 2200 square feet of heated living area for a two or more-story dwelling, exclusive of any garage, carport, unenclosed porches or decks and patios. This minimum square footage requirement applies to the house constructed on any lot and does not apply to any permitted garage.

8. Dwelling Quality. All dwellings and other structures erected on any lot shall be constructed of material of good grade, quality and appearance and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick, stoneroil siding or concrete blocks. There shall be no exposed block. All exterior wood surfaces of any dwelling shall be painted or stained as appropriate. Any permitted garage shall be of the same material quality, general appearance and workmanship as the dwelling on the lot.

9. Temporary Structures. No structure of a temporary character, including, but not limited to, trailers, mobile homes, tents, shacks or any other outbuilding shall at any time be used as a residence, either temporarily or permanently, nor shall any trailer or mobile home be placed on any portion of the Subdivision. This restriction shall not apply to shelters used by contractors during the course of construction of any dwelling.

10. Easements. Easements for installation and maintenance of utilities and drainage facilities and for the common retaining wall between lots are reserved five (5) feet in width along the side lot lines of each lot and ten (10) feet in width along the front and rear lot lines of each lot and within the roads and road rights-of-way shown on said plat. Such utilities shall include, but not be limited to, lines for water, sewer, electricity, natural gas, telephone and cable television. Developer may, without the consent or joinder of any lot owner or any other person, execute an easement for the installation and maintenance of such utilities within such areas to any appropriate company or governmental authority. Additional drainage easements, water and sewer easements and utility easements are reserved to Developer, its successors and assigns, which easements are more particularly shown and delineated on said above mentioned plat which plat is hereby incorporated by reference and made a part hereof for a more particular description of such easements and rights-of-way. Within these easements, no structure, planting or other material shall be placed or permitted to remain which might interfere with the installation or maintenance of utilities or which may change the direction or flow of water or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Neither Developer or any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to the grass, shrubbery, trees, flowers or other property of the owner situated on the land covered by these easements.

Easements for water and/or sewer lines are hereby reserved as shown on said plat to Developer, its successors and assigns, which plat is incorporated herein by reference and made a part hereof for a more particular description of such easements and rights-of-way. Developer hereby reserves the right, without the necessity of joinder of any lot owner or any other person, to convey any such water or sewer easements shown on said plat to any appropriate utility company, government or governmental authority who may hereafter take over maintenance of such water or sewer lines.

Additionally, each owner of a lot within the Subdivision shown on the above mentioned plat, as an appurtenance to such lot, shall have a perpetual easement over and upon the roads serving the Subdivision as defined herein and as shown on said plat for ingress and egress to that persons lot from the public roadway. Such easement shall be appurtenant to and shall pass with the title to each lot shown on said plat, whether or not specifically included in a deed thereto.

Developer reserves the right to create and impose additional easements or rights-of-way over any road or road right-of-way as shown on said above mentioned plat and over any lot or lots it owns for street, drainage and/or utility installation and maintenance purposes by the recording of appropriate instruments in the Office of the Register of Deeds for Buncombe County, North Carolina and such shall not be construed to invalidate or be in violation of any of these covenants. Developer further reserves unto itself, its successors and assigns, an easement and right-of-way over, across and upon all roads and road rights-of-way shown on said above referenced plat for access to all real property in the Development Area it being understood that the Developer may expand the Subdivision by adding additional Sections to the Subdivision and that the roads shown on said above referenced plat may be extended to provide access to such additional property. Developer further reserves unto itself, its successors and assigns an easement and right-of-way over, across and upon all roads and road rights-of-way shown on the above mentioned plat for purposes of providing access to and from all portions of the Development Area for any and all purposes, including, but not limited to, construction of and access to any additional improvements subsequently located thereon.

11. Travel Trailers, Campers Boats and Recreational Vehicles. Travel trailers, campers, boats and recreational vehicles (RVs) shall not be used as a residence on any lot at any time, either permanently or temporarily. In addition all travel trailers, campers, boats, trailers of any kind and recreational vehicles, must be kept indoors at all times and are not permitted to be kept, parked or permitted, to remain on any lot outside the dwelling or garage.

12. Automobiles, Trucks and other Vehicles All motor vehicles shall be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise. No unlicensed, uninspected or non-operable vehicles shall be kept, parked or allowed to remain on any lot outside the dwelling or garage. Except for emergency repairs, no person shall repair or restore any vehicle, boat, trailer or recreational vehicle on any lot outside a dwelling unit or garage. No automobiles, trucks or vehicles of any kind may be parked or permitted to remain on any portion of the roads shown on said plat above mentioned other than on an occasional short-term basis of 24 hours or less.

No trucks larger than a one ton pickup truck or van may be parked or permitted to remain on any portion of any lot or on any road shown on said plat. Tractor trailer cabs and/or tractor trailer trucks of any kind may not be parked, stored or permitted to remain on any portion of any lot or on any road shown on said plat.

13. Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste and refuse shall be kept in clean and sanitary containers until properly disposed of.

14. Grass and Weeds. Grass and weeds are to be kept down on all lots, including vacant lots, to prevent any unsightly or unsanitary condition. This is the obligation of each lot owner and is to be done at his or her expense.

15. Walls, Fences and Hedges. No wall, fence or hedge shall be erected on any lot beyond the front edge of the dwelling except for walls, fences or hedges which may be an integral part of the residence or otherwise essential to the design of the home but in any such event only with approval of Developer. Any wall or fencing on any portion of any lot must be of attractive anti durable materials: barbed wire, field fencing, chicken wire and other similar types of fencing are prohibited. No fence which exceeds six (6) feet in height may be erected on any portion of any lot.

16. Tanks. All fuel oil tanks or other containers shall be buried underground or enclosed in a structure in a manner consistent with all appropriate safety precautions and regulations.

17. Wells. No wells for water may be constructed in the front yard of any lot. Any wells must be constructed in the rear yard of any lot, behind the dwelling located on such lot.

18. Animals and Livestock. No animals, livestock or poultry, including, but not limited to, cows, pigs, goats, chickens, sheep or horses shall be raised, bred or kept on any lot but this shall not be construed to prohibit the keeping of dogs, cats or other household pets in reasonable numbers provided they are not kept, bred or maintained for commercial purposes or in a manner which becomes a nuisance or annoyance to adjacent property owners. All such household pets must be kept on the lot of its owner, under the control of its owner. Household pets are not permitted to run at large within the Subdivision.

19. Outside Radio Antennas, Television Antennas and Satellite Dishes. No radio antennas (including, but not limited to, short wave radio antennas) or large satellite dishes shall be placed or erected on any lot or dwelling. Television satellite dishes not to exceed 18 inches in diameter may be installed on a home provided, that such dishes are not installed on the front wall or front roof section of a home and provided the location of such satellite dish is approved in advance by the Developer, its successors or assigns as provided in paragraph 28 herein.

20. Signs. No sign or billboard of any kind shall be erected upon or displayed on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent or signs used by Developer to advertise the property during the construction and sales period. Nothing herein shall be construed to prevent Developer from erecting an entrance sign or street signs which right shall pass to the Homeowners Association.

21. Drives and Parking Areas. All driveways and parking areas must be paved with either asphalt or concrete or such other paving material as Developer may authorize and such paving shall be completed upon occupancy of the dwelling or within sixty (60) days thereafter.

22. Completion of Construction. Once begun, construction of a dwelling on any lot in the Subdivision shall be completed within one (1) year. This provision shall not, however, apply to Developer. The contractors or builders on any lot are required to keep the Street in front of the lot free of dirt, rubbish, boards, cans and paper.

23. Native Growth. It shall be the obligation of the lot owner to preserve, so far as it is practicable, the native appearance of each lot within the Subdivision. It is the intention hereof that large trees shall be allowed to exist on all lots and that plantings and landscaping be provided so that each lot shall be maintained in such a way as to conform with its natural surroundings, except that trees may be removed by Developer or its designee to enhance views.

24. Exterior Maintenance. The exterior maintenance of each lot, including the maintenance of the trees, shrubs, grass, sidewalks, buildings and improvements shall be the responsibility of each individual lot owner unless the Association arranges for such maintenance. Each individual lot owner shall properly maintain the exterior of his property and shall provide for proper repair, replacement and care of roofs, gutters, downspout, doors, windows or any mechanical or non-mechanical equipment and facilities which service the dwelling unit on each lot, the painting or staining of the normally painted or stained surfaces at normal intervals, the mowing, trimming, pruning and general care of trees, shrubs and other landscaping items.

25. Homeowners Association. Developer may, but is not required to, establish a North Carolina non-profit corporation named THE VIEWS OF ASHEVILLE Homeowner's Association, Inc. and to delegate some, none or all of the Developer's rights and responsibilities hereunder to said Association. Each owner of a lot in the Subdivision shall automatically become member of the Homeowners Association when established. Membership in the Homeowners Association shall relate to and have a unity of interest with each individual lot which may not be separated from ownership of said lot. By the acceptance of a deed for a lot in the Subdivision the grantee(s) agrees to membership in the Homeowners Association and agrees to abide by all applicable rules, regulations and Bylaws of said corporation, including, but not limited to, the obligation to pay all assessments properly levied by the Homeowners Association. The Homeowners Association has been created for the purpose of: (1) providing for the enforcement of these restrictions; and, (2) providing for maintenance of the common elements of the Subdivision.

As provided in the Bylaws of The Homeowners Association, the Homeowners Association shall have the right to levy periodic assessments which may be either general or special assessments as provided for in the Bylaws of the Homeowners Association. Assessments shall be levied and collected so as to assess the owner(s) of each lot one share of the total assessment.

Assessments shall be levied equally on each lot in the Subdivision and shall be payable by the owner(s) of such lot. However, no assessment shall be due on any lot until it is first conveyed out by Developer as an individual lot. Developer shall not be responsible for payment of assessments on any lots it owns. Notice of assessments shall be mailed by first class mail to each lot owner. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. Any unpaid assessment, whether general or special, levied by the Homeowners Association in accordance with these restrictions or the Bylaws of the Homeowners Association shall be a lien upon the lot against which such assessment was levied and shall be the personal obligation of the owner(s) of the lot at the time the assessment fell due. The Homeowners Association may record notice of such lien in the Office of the Clerk of Superior Court for Buncombe County, North Carolina or may file a suit to collect such delinquent assessments together with court costs and reasonable attorney fees. The Association may bring an action at law against the owner(s) personally obligated to pay the same or for foreclosure of its lien against the lot upon which the delinquent assessment has been levied. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the roads or abandonment of his lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage or deed of trust foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Nothing herein shall prevent and any mortgagee may, at its option, pay any delinquent obligations of a property owner.

26. Roads. All roads shown on the above referenced plat have been approved by the City of Asheville as to right of way and design and will be constructed in accordance with the requirements of the City of Asheville in order that they be eligible for the City of Asheville to assume responsibility for maintenance of such roads and it is the intention of Developer that such roads become public when accepted by the City of Asheville for maintenance. However, until such time as said roads are taken over by the City of Asheville it shall be the responsibility of Developer to properly maintain the roads. All roads shall be maintained so as to have proper and adequate ditching and drainage and shall be adequately paved at all times so as to keep all roads in the Subdivision in stable condition, free of ruts and potholes, sufficient to allow comfortable passage by any type of motor vehicle over and across said roads. Maintenance of all roads shall include patching, repairing or resurfacing the paving thereof, clearing ice, snow and debris therefrom, maintaining ditches, shoulders and culverts for the roads and removing trees within the road right-of-way are a danger to the roadway or which cause an obstruction to sight lines required for safe travel along said roads.

When and if all or any portion of the roads in the Subdivision shall be accepted for maintenance and taken over by the City of Asheville, no permission or agreement shall be required of Developer or any lot owners, it being understood that Developer and the lot owners for themselves, their heirs, successors or assigns agree that all or any portion of such roads shown on said plat or any plat hereafter recorded showing any portion of the Subdivision shall become part of the city street system at such time as the City of Asheville assumes responsibility for the maintenance and upkeep thereof. Each and every lot owner, by acceptance of a deed in the Subdivision hereby appoints Developer as his, her or its agent and attorney-in-fact, coupled with an interest, to execute in their name, place and stead any and all documents necessary to transfer all or any portion of the roads shown on said plat to the City of Asheville.

27. Approval of Plans. No building (including any permitted garage or other structure) shall be erected, placed or altered on any lot until the plans and specifications for such, including a site plan showing locations of all improvements and all elevations, have been approved in writing by Developer, its successors or assigns or by the duly appointed Architectural Committee appointed for this purpose by the Board of Directors of the Homeowners Association if the Developer has transferred its right to review and approve plans and perform all other duties required by this paragraph as hereinafter provided for. Developer shall have the sole duty, right and responsibility to review and approve or disapprove all building plans and specifications and to perform all functions set forth in this paragraph until such time as it transfers in writing such right and responsibility to an Architectural Committee appointed by the Board of Directors of the Homeowners Association. Developer shall have the right, at any time, to transfer the duty, right and responsibility for reviewing and approving or disapproving all building plans and performing all functions set forth in this paragraph to an Architectural Committee of five (5) persons appointed by the Board of Directors of the Homeowners Association for this purpose, which committee shall function as provided in the Bylaws of the Homeowners Association. In the event Developer wishes to transfer its right, duty and responsibility for approving or disapproving building plans and performing all other functions set forth in this paragraph it shall execute a written document transferring such right, duty and responsibility to the Architectural Committee appointed by the Board of Directors of the Homeowners Association which document shall be delivered by Developer to the Homeowners Association and shall be entered into the corporate book of the Homeowners Association. All building plans and specifications shall

show the location of all buildings and improvements to be erected including all elevations and the location of all driveways and parking areas. Such plans shall also indicate the composition and color of all exterior surfaces. House numbers, mail boxes and outdoor television antennas as permitted by this Declaration shall also be subject to the approval of Developer, its successors or assigns or the duly appointed Architectural Committee. All exposed foundations shall be veneered with brick, stone or other masonry product or stuccoed; no block shall remain exposed. Developer, its successors and assigns or the duly appointed Architectural Committee shall have authority to review and approve all plans for the construction of any building or improvements in order to insure, among other things, harmony of the proposed building(s) with the general surroundings and adjacent structures.

Developer, its successors or assigns, including any duly appointed Architectural Committee if Developer has transferred its responsibility for approval of building plans to an Architectural Committee appointed by the Homeowners Association, shall have the absolute right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of this Declaration; if the design, color scheme, or location upon the lot of the proposed improvements are not in harmony with the general surroundings or adjacent structures: if the plans or specifications are incomplete: or in the event Developer, its successors or assigns or the duly appointed Architectural Committee deems the plans, specifications or details, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the real property subject to this Declaration or the owners thereof.

Developer, its successors or assigns, including any duly appointed Architectural Committee if Developer has transferred its responsibility for approval of plans to an Architectural Committee appointed by the Homeowners Association, shall approve or disapprove plans, specifications and details submitted within thirty (30) days from the receipt thereof. Decisions of the Developer, or its successors or assigns or the duly appointed Architectural Committee shall be final and not subject to appeal or review. Provided, however, that the plans, specifications and details may be revised in accordance with recommendations from Developer, its successors or assigns or the Architectural Committee and may be thereafter resubmitted for approval. In the event Developer, its successors or assigns, or the duly appointed Architectural Committee fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same, approval, for the purposes of this paragraph shall be deemed to have been given.

Developer, its successors or assigns, including any duly appointed Architectural Committee, shall have the right to inspect all construction to insure that it is performed in strict compliance with the approved plans, specifications and details and shall have the right to take any steps necessary to prevent any attempted construction which is not in compliance with the approved plans, specifications and details, including, but not limited to, the seeking of an injunction to prevent such construction.

Developer, its successors or assigns, including any duly appointed Architectural Committee and the Homeowners Association, shall not be responsible in any way for defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein, nor for any structural or other defect in any construction.

The requirements of this paragraph shall not constitute a lien or encumbrance on any lot on which construction is completed, and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof. The requirements of this paragraph shall not apply to the Developer with regard to original construction of a dwelling on a lot by Developer.

28. Contract with Carolina Power and Light Company. Developer reserves the right to subject the real property in this Subdivision to a contract with Carolina Power and Light Company or other utility for the installation of street lighting, which requires a continuing monthly payment to Carolina Power and Light Company or said other utility by the owner of each lot.

29. Waiver of Unintentional Violation. Developer may waive any unintentional violation of these restrictive covenants by appropriate instrument in writing recorded in the Register-of Deeds Office for Buncombe County, North Carolina.

30. Enforcement. Enforcement of this Declaration shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain such violation or to recover damages.

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

32. Warranty. Developer hereby warrants that it is the owner of all the real property shown on the recorded plat above referred to and has good and sufficient right to execute this Declaration.

33. Term. These 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, 2020, at which time these covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of those persons then owning a majority of the lots in the Subdivision it is agreed to change these covenants in whole or in part.

34. Captions. The captions for the various paragraphs of this Declaration are for convenience of reference only.

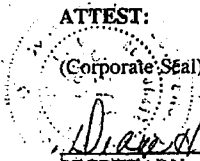
35. Singular, Plural, Masculine, Feminine, Owners. As used herein, the singular includes the plural and where there is more than one owner of a lot, said owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

36. Liberal Construction. The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of lots and buildings for residential purposes in a well planned community for the benefit of all lot owners.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed by its duly authorized officers with its corporate seal hereunto affixed all with the proper authority from its Board of Directors on the date first above written.

ATTEST:

(Corporate Seal)


Debra A. Deal
SECRETARY

CONDOMINIUM BUILDERS, INC., a North Carolina corporation

By: Linda C. Fisher
PRESIDENT

STATE OF NORTH CAROLINA

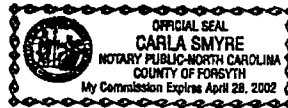
COUNTY OF BUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that Debra A. Deal, personally came before me this day and acknowledged that she is Secretary of CONDOMINIUM BUILDERS, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Secretary.

Witness my hand and official stamp or seal this the 9 day of May, 1998.

Carla Smyre
NOTARY PUBLIC

My Commission Expires: April 28, 2002



State of North Carolina, County of Buncombe

Each of the foregoing certificates, namely of Carla Smyre

a notary or Notaries public of the State and County designated is hereby certified to be correct.

Filed for registration on this the 11 day of May, 19 98 at 4:41 P M.

Otto W. DeBruhl
OTTO W. DeBRUHL
Register of Deeds, Buncombe County

Anne E. Morgan
By: AEB Deputy Register of Deeds