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MICHAEL HORNE
REGISTER OF DEEDS
BY: TARA W. WHITMAN
DEPUTY

BK: DE 2525
PG: 1368-1379

DRAFTED BY: James W. Armon

NORTH CAROLINA
DAVIDSON COUNTY

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MEADOWLANDS,
SECTION ONE, INVERNESS PARK

THIS DECLARATION, made on the date hereinafter set forth by MEADOWLANDS DEVELOPMENT, LLC a North Carolina limited liability company, having its principal office in Forsyth County, North Carolina, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Davidson County, North Carolina, which is shown on the map entitled "INVERNESS PARK," recorded in Plat Book 81 Page 13 Davidson County, North Carolina, Registry;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, liens and charges which are for the purpose of enhancing and protecting the value and desirability and attractiveness of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to INVERNESS PARK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties as defined herein, including contract sellers, but excluding those having such interest merely as security for the performance of an

obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Meadowlands Homeowners Association, Inc. for the common use and enjoyment of all of the Owners in Meadowlands. Neither the INVERNESS PARK HOMEOWNERS ASSOCIATION, INC. nor Owners of Inverness Park lots have any special obligations for maintenance of the Common Areas identified on the recorded plat for Inverness Park.

Section 5. "Common expenses" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses of administration;
- (c) Expenses declared to be common expenses by the Declaration or the Bylaws of the Association (hereinafter "the Bylaws");
- (d) Liability or such other insurance premiums as the Declaration, the Bylaws or applicable laws or ordinances may require the Association to purchase;
- (e) Expenses agreed by the members to be expenses of the Association; and

Section 6. "Lot" shall mean and refer to any plot of land as shown on the recorded plat of INVERNESS PARK, or on any subsequently recorded map of the Properties, upon which there shall have been built a Dwelling Unit and related improvements, and which Declarant shall have caused to be delineated by more particular description.

Section 7. "Declarant" shall mean and refer to MEADOWLANDS DEVELOPMENT, LLC, a North Carolina limited liability company, its successors and assigns.

Section 8. "Special Restrictions" means those building and grading restrictions on each lot that must be followed and adhered to by the Declarant, the builders and the homeowner.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) 1. Lots and common areas are identified on the recorded plat.

2. All dwellings built on and all improvements to the lots must be constructed/installed within the setback boundaries of the platted lots as shown on the recorded plat and those Special Restrictions set out on EXHIBIT A hereto and inserted in each deed from the Declarant to the homebuilder. Dwelling plans, landscaping plans, all other lot improvements, and site plans MUST BE APPROVED by the Declarant before construction begins on all lots. Subsequent modifications to the dwelling (including but not limited to paint and roof colors), drainage, landscaping, improvements and site plan MUST BE APPROVED by the Inverness Park Homeowners Association, Inc., Architectural Control Committee (ACC) before the work begins. Landscaping within enclosed fenced areas maintained by the lot owner DOES REQUIRE Inverness Park Homeowners Association, Inc., approval.

3. The lot owner shall maintain the dwelling and all of the improvements within the boundary of his/her lot, including landscaping and grounds within enclosed fence area on his/her lot, if any. The open lawn area and landscaping outside of any enclosed fenced area shall be maintained by the Inverness Park Homeowners Association, Inc. The lot owner shall be responsible for watering of all lawn areas and landscaping, the expense of removal and replacement of dead shrubs and trees and removal of snow/ice on his/her lot.

4. The Inverness Park Homeowners Association, Inc., shall have an unrestricted easement over all the lots to maintain the lawn and landscaping, drainage, and to make repairs to dwelling or repairs/replacement of all improvements located on the lots that the owners fail to make as required by the Declaration or as directed by the Inverness Park Homeowners Association, Inc.

5. Until such time as a vacant lot is sold by the Declarant the lot shall be maintained by the Declarant or its assigns. After the vacant lot is sold by the Declarant, it is the responsibility of the owner to maintain the lot as required by the Inverness Park Homeowners Association, Inc., until a dwelling has been constructed and first occupied at which time the payment of annual assessment to the Inverness Park Homeowners Association, Inc., shall commence. If however, if construction on the lot has not commenced on the lot (and is continuing) within one year from the date the lot is sold by the Declarant, or the lot is not properly maintained by the owner as determined by the Declarant, then the Inverness Park Homeowners Association, Inc., may require the commencement of the annual assessment to begin upon delivery of written notice to the lot owner. The Inverness Park Homeowners Association, Inc., may also impose "direct assessments" upon the lot owner for the expenses the Inverness Park Homeowners Association, Inc., incurs for the failure of the lot owner to maintain his/her lot, payable immediately upon demand.

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid;

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the overall Meadowlands Homeowners Association, Inc. Bylaws, his rights of enjoyment of the Common Area and

facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting Membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Declarant and shall be entitled to sixty-five (65) votes until the earlier of the date the Declarant shall have sold and conveyed sixty-five (65) Lots, or the date ten (10) years from the date of this Declaration, whereupon the Class B membership shall cease; provided however, that the Class B membership shall be reinstated with all rights, privileges, and responsibilities if, after termination of the Class B membership before the expiration often (10) years as herein provided, additional lands are annexed to the Properties by the Declarant in the manner provided in Section 4 of Article IX of this Declaration, whereupon the Class B votes shall be increased by the number of Building Lots or Lots contained in such additional lands.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. (a) Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, on behalf of each subsequent Owner of a Lot within the Properties, and each Owner within the Properties, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or by exercise of any act of ownership, is deemed to covenant and agree, to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) direct assessments, such assessments to be established and collected as hereinafter provided. The annual, special and direct assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(b) Direct Assessments. Each Owner shall have the obligation to maintain and keep in good repair the improvements on his Lot, including the roof and exterior walls of the dwelling unit thereon, and any other exterior surfaces such as garden walls, carports or garages. Additionally, there are specific Lot requirements of buffer zone plantings that are solely the responsibility of the Lot Owner:

There is a 20-foot wide undisturbed natural buffer zone at the rear of the Inverness Park Lots that

adjoin the existing Inverness lots that has special planting requirements for natural vegetation. The removal of existing live vegetation from such natural buffer zone on the property is not allowed to take place by any Lot owner. Such buffer zone shall at all times provide screening equivalent to screening provided by the plantings at maturity of 8 evergreen trees of 6-foot minimum planted-height and 2 canopy trees of an 8-foot minimum planted-height per 100 linear feet of buffer zone.

If any Owner shall fail to properly comply with the provisions of this subsection or with the provisions shown on EXHIBIT A attached hereto as to grading and drainage, and in the opinion of the Architectural Control Committee of the Association as established under Article V of this Declaration, such failure impairs the aesthetic harmony of the INVERNESS PARK subdivision, the Association may make demand upon such Owner to comply. In the event such Owner shall, after notice has been given, fail to take necessary steps to comply, the Association may proceed to remedy such Owner's default. Any expenses incurred by the Association for such purposes, including labor, materials and professional fees shall become a lien upon the Lot of such Owner, collectible as otherwise provided for herein. Amounts incurred in the foregoing manner shall be deemed "Direct Assessments," and shall be in addition to any other assessments herein provided for and shall be due immediately upon demand. THE EXPENSES OF MODIFYING DRAINAGE AND GRADING ON A LOT OR SATISFYING THE BUFFER ZONE PLANTING REQUIREMENTS ARE A DIRECT ASSESSMENT.

Section 2. Annual dues are collected to provide the following, including but not limited to:

- (a) Lawn and landscaping maintenance of areas not within enclosed fenced areas on lots (excluding watering, the removal and replacement of dead shrubs and trees, and the removal of snow/ice which shall be the lot owners' responsibility);
- (b) Maintenance of the entrance signage of Inverness Park;
- (c) Utility, management, administrative, accounting, and legal expenses of the Inverness Park Homeowners Association, Inc.;
- (d) Liability insurance if required

Section 3. Maximum Annual Assessment. Until December 31, 2022, the maximum annual assessments shall be Seventy-Five and no/100 Dollars (\$75.00) per month per improved Lot; provided, however, at no time shall there be an assessment for the Declarant for any vacant Lot or a Lot superimposed with an unoccupied Dwelling Unit not yet sold or conveyed by Declarant or builder.

(a) The maximum annual assessment shall be established by the Board of Directors of the Association (the "Board of Directors" or the "Board") and may be increased by the Board of Directors without approval by the membership by an amount not to exceed twenty percent (20%) of the maximum annual assessment of the previous year; and

(b) The maximum annual assessment may be increased by more than 20% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Inverness Park Homeowners Association, Inc., annual dues/shall be \$ 900.00 ^{assessment} until December 31, 2022, payable annually in advance/ ^{of monthly} These dues are in addition to the annual dues of Meadowlands, and the administrative fee collected by the Meadowlands HOA. At any time, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Criteria for Establishing Annual Assessments. In establishing the annual assessments for any assessment year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs but it may not fix the annual assessment in an amount in excess of the sum derived by application of the increase allowed in Section 3(a) hereof without the consent of members required by Section 3(b) hereof.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole, or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the Inverness Park entrance signage, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots subject to assessment and may be collected on a monthly basis.

Section 7. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots subject to assessment on the date of sale of an improved lot by Declarant or builder to a new Owner, or upon occupancy of a Dwelling Unit on an improved lot, whichever occurs first. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or Manager of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner

personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien of Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Sale or transfer of any Lot shall not affect any lien provided for in this Declaration. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding, conveyance or assignment in lieu of foreclosure thereof, shall extinguish the lien of such assessments as payments which became due prior to such sale or transfer (except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Lots, including the mortgaged Lot). No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Extinguishment of any lien shall not extinguish the Owner's personal liability for the debt secured thereby.

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors, or by an Architectural Control Committee (ACC) composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with, provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant or of unimproved building Lots by purchasers thereof from Declarant as provided in Article II hereof.

ARTICLE VI MAINTENANCE

The Association shall have an easement to provide maintenance upon the Inverness Park entrance sign and the community mailbox cluster on lots or common area and landscaping and foundation plantings within the easement as follows: Maintain, replace, repaint, or repair all improvements within the easement area. In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, his family, or guests, or invitees, or the failure to abide by the terms of the special buffer and drainage requirement set out in Article IV, Section (1b), the cost of such maintenance or repairs shall be

added to and become a part of the Direct Assessment to which such Owner's Lot is subject.

ARTICLE VII EASEMENTS

Section 1. Utilities Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and the Properties shall be further subject to such additional easements for installation and maintenance of utilities and drainage facilities as are reasonably necessary for the construction of Dwelling Units by Declarant and purchasers of undeveloped building Lots from Declarant. Easements for the installation and maintenance of air conditioning equipment and garbage cans are reserved at the rear or side of each Lot, the locations of said easements being determined by the actual location of said equipment as installed or approved by the Declarant or its assigns. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of or accessibility to utilities or air conditioning equipment or garbage cans, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 2. Encroachments. If any such encroachment shall occur as a result of settling or shifting of any building on a Lot or for any other reason, a valid easement for the encroachment shall exist so long as the building stands. Such encroachments shall not be construed to be encumbrances affecting the marketability of title to any Lot.

ARTICLE VIII COVENANTS OF OWNER TO KEEP UNITS INSURED AGAINST LOSS, TO REBUILD AND TO KEEP IN GOOD REPAIR

The Declarant covenants with the Association, on behalf of itself and on behalf of each subsequent Owner of a Lot within the Properties, and each Owner of any Lot within the Properties, by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, or by exercise of any act of ownership, is deemed to covenant:

- (a) To keep each Dwelling Unit upon a Lot insured against loss by fire with what is commonly called extended coverage in an amount equal to at least ninety percent (90%) of the replacement value of such Dwelling Unit;
- (b) To name the Association as an insured "as its interest may appear" so that the Association shall be entitled to receive notice of cancellation of such insurance policies (subject to the rights of any mortgagee) which shall be issued by companies acceptable to the Association;
- (c) Subject to the provisions and covenants contained in any mortgage or mortgages, deed of trust or deeds of trust creating a lien against any Lot, to apply the full amount of any insurance proceeds to the rebuilding or repair of any Dwelling Unit subject to the rights of any mortgagee in such proceeds);
- (d) To rebuild or restore the Dwelling Unit in the event of damage thereto; and
- (e) To keep the Dwelling Unit in good repair as provided by the Declaration of Covenants,

Conditions and Restrictions for Inverness Park and the Bylaws of the Association.

In the event of non-payment of any premium for insurance required under this Article VIII, the Association is authorized to pay such premium and sums so paid shall become a lien upon the insured Lot which shall be enforceable in the same manner, and to the same extent as provided for enforcement of liens for assessments hereunder.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The restrictions on the lot setbacks and grading can be enforced by any lot owner in the Meadowlands community whether a part of Inverness Park or not.

Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. This Declaration may be amended during the first five (5) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, with Declarant entitled to cast its sixty-five (65) votes as delineated in Article III, Section 2, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; provided, that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

Section 4. Annexation. Additional residential property now owned by Declarant and adjoining the Properties (any and all remaining phases of Inverness Park which make up the total of 65 Lots) may be annexed by the Declarant. Additional properties as annexed shall become a part of the Properties as defined herein and shall be subject to the provisions of this Declaration, the Bylaws and the Articles of Incorporation of the Association.

ARTICLE X RIGHTS OF FIRST MORTGAGEES

Section 1. Notification of Default by Mortgagor. Any first mortgagee of any Lot shall be entitled, upon written request to the Association, to written notification by the Association of any default by the Owner Mortgagor of such Lot in the performance of such Owner-Mortgagor's obligations under these Declarations when such default is not cured within thirty (30) days from its occurrence.

IN WITNESS WHEREOF, the said MEADOWLANDS DEVELOPMENT, LLC, a North Carolina limited liability company, has caused this instrument to be signed in its company name by its duly authorized Manager, this the 11th day of JANUARY, ~~2020~~ 2022

MEADOWLANDS DEVELOPMENT, LLC

By: C. J. Ramsey
C. J. Ramsey, Manager

NORTH CAROLINA -FORSYTH COUNTY

I certify that the following person personally appeared before me this day, that I have personal knowledge (or have received satisfactory evidence) of the identity of said person, and that he acknowledged to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated:
C. J. Ramsey, Manager, Meadowlands Development, LLC, Declarant.

Date: 1/11/22
[Stamp or Seal] **JAMES W ARMENTROUT**
NOTARY PUBLIC
FORSYTH COUNTY, NC
MY COMMISSION EXPIRES MARCH 25, 2022

[Signature]
Signature of Notary

JAMES W. ARMENTROUT
Typed or Printed Name of Notary

My Commission expires: 3/25/2022

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EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot(s) ALL as shown on a plat of survey entitled "Meadowlands, Section One, Inverness Park", as recorded in Plat Book 81, Page 13, Davidson County, North Carolina Registry, reference being thereto for a more particular description.

Subject to all easements of record and the Covenants, Conditions and Restrictions for Meadowlands as recorded in Book 1600, Page 0233, in the Office of the Register of Deeds of Davidson County, North Carolina. Also subject to the Covenants, Conditions and Restrictions for Inverness Park as recorded in Book 211, Page 1368, Davidson County Registry.

ADDITIONAL RESTRICTIONS:

The Lots in Inverness Park have been prepared and graded in such a manner as to provide both for a specific surface water run-off pattern on each Lot as well as for the construction on each Lot of homes that have an expected placement on the Lots. In furtherance of those two aspects of living in Inverness Park, the following specifications are in place for the Inverness Park Lot or Lots described herein and are intended to be perpetually applicable and binding on the ownership of the Inverness Park land/Lots by any and all developers, builders and homeowners:

1. On any Inverness Park Lot which adjoins a lot in the existing Inverness neighborhood in Meadowlands, each home will be constructed on each such Inverness Park Lot with the following setbacks: maximum of 25 feet from the front property line, and the required minimum zoning distances from each rear and side boundary of the Lot. However, this maximum front yard setback may be waived if and only if a rear-yard setback is maintained on such measuring 50 feet from the front edge (i.e., the side of the buffer zone closest to the dwelling on such lot) of any buffer zone on the rear property line to the rear wall of the home thereon. This 50-foot measurement is applicable only on such Lots when the front yard setback maximum is waived (waiver is applicable only to lots 5, 6, 7 and 42-47.) The plat has these requirements set out thereon. Additionally, all surface water, both from impervious improvements and otherwise, on the Lots that adjoin a lot in the existing Inverness neighborhood shall be directed towards the Inverness Park streets or contiguous common area. Each Owner of such Inverness Park Lot shall maintain a minimum of two percent (2.0%) of fall from the designated line on the plat in the rear of the Lot (but not located in the buffer zone) to the Inverness Park streets. If, and only if, the Owner of such Inverness Park Lot alters or fails to maintain the aforesaid drainage requirement, then said Owner shall, at its sole cost and expense, repair and restore any damage, alteration, disturbance or other impact upon an existing adjoining Inverness lot as a result of damage from any storm water.
2. There is a 20-foot undisturbed natural buffer zone at the rear of the Inverness Park Lots that adjoin the existing Inverness lots and said buffer zone appears on the recorded plat(s) for Inverness Park. The removal of existing live vegetation from such natural buffer zone on the property is not allowed. Such buffer zone shall at all times provide screening equivalent to screening provided by the plantings at maturity of 8 evergreen trees of 6-foot minimum

planted-height and 2 canopy trees of an 8-foot minimum planted-height per 100 linear feet of buffer one.

3. Each home, as constructed on every Inverness Park Lot, will observe, abide by, honor, and continue to observe, abide by and honor, the grading plan as set out on the plat as to direction of drainage of surface water on the Lot to the neighborhood drainage system in the streets;
4. The owner of an Inverness Park Lot which has on its lot a 20-foot wide undisturbed natural buffer shown on the recorded plat may only install a fence approved by the Inverness Park Homeowners Association, Inc. within the buffer zone, but otherwise will always keep the buffer zone natural and will always be expected to meet, at its sole expense for the Lot it owns, the landscaping requirements set out in the Covenants, Conditions and Restrictions in Book 2525, Page 1368 as well as set out on the plat;
5. The plat of Inverness Park may contain a maximum of 65 Lots. This number cannot be increased under any circumstances at any time including, without limitation, by further subdivision of Lots. It may be decreased at the direction of the developer, or if 2 Inverness Park Lot owners adjoining a vacant Lot purchase it, divide it and recombine their existing lots, and thus reduce the number of Lots with homes in the neighborhood;
6. The requirements of the Covenants, Conditions and Restrictions for Inverness Park recorded in Book 2525, Page 1368, can be enforced by any resident of the Meadowlands community. However, even if those Covenants, Conditions and Restrictions are changed in the future by appropriate action, the requirements set out herein cannot be changed and will always run with the ownership of this Lot;
7. The "Minimum Dwelling Size" of a dwelling constructed on the Inverness Park Lot shall be 1,450 square feet of heated living area, except that not more than eight dwellings may be less than the 1,450 square feet of heated living area but, in any event, not less than 1,350 square feet of heated living area.
8. All residents of the Meadowlands community including, without limitation, owners of lots within Inverness as shown on plat(s) in Plat Book 91, Page 13 (collectively, the "Benefited Parties") are intended beneficiaries of the restrictive covenants set forth in this Deed and the Covenants, Conditions and Restrictions recorded in Book 2525, Page 1368. Any of the Benefited Parties shall have the right to enforce such restrictive covenants at law or equity. The restrictive covenants set forth in this Deed shall bind the land described herein and successors in title and shall inure to the benefit of the Benefited Parties.