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**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS
OF COUNTRY CREEK HOMEOWNERS ASSOCIATION, INC. JULY 2015**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS OF COUNTRY CREEK HOMEOWNERS ASSOCIATION, INC., is made as of this 29 day of July 2015, and is made by the Country Creek Homeowners Association, Inc., a North Carolina nonprofit corporation (the "Association" or "CCHOA"), pursuant to and under Section 24.01(b) of the Declaration of Restrictive Covenants of the Country Creek Homeowners Association, Inc. June 1999 and the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes (the "Act").

WITNESSETH:

WHEREAS, the "Declaration of Restrictive Covenants of Village of Country Creek" (References Paragraph 2.01) was executed and filed in Deed Book 1558, Pages 447 to 450 in the Registry of Deeds for Buncombe County, North Carolina and registered April 19, 1989;

WHEREAS, the "Declaration of Restrictive Covenants for Creating Homeowner's Association of Village of Country Creek and Providing for Road Maintenance" (References Paragraph 2.02) was executed and filed in Deed Book 1558, Pages 451 to 459 in the Registry of Deeds for Buncombe County, North Carolina and registered April 19, 1989;

WHEREAS, the "Restrictive Covenants of Section B, Village of Country Creek" (References Paragraph 2.03) was executed and filed in Deed Book 1559, Pages 363 to 364

in the Registry of Deeds for Buncombe County, North Carolina and registered April 26, 1989

WHEREAS, the "Articles of Incorporation of Country Creek Homeowners Association, Inc." (References Paragraph 2.04) was executed and filed in the office of the Department of The Secretary of State, State of North Carolina on January 28, 1992;

WHEREAS, the "Amended Declaration of Restrictive Covenants of the Village of Country Creek" (References Paragraph 2.06) was executed and filed in Deed Book 1744, Pages 217 to 229 in the Registry of Deeds for Buncombe County, North Carolina and registered May 10, 1993;

WHEREAS, the CCHOA and its members, the property owners at Country Creek, wishing to amend and restate the Declaration of Restrictive Covenants invoked by documents identified in Ref. Paragraphs 2.01, 2.02 (plus its Amendment 2.08), 2.03, and 2.06 (plus its Amendments 2.07, 2.09, and 2.10) for purposes of combining those documents into one document, executed and filed the "Declaration of Restrictive Covenants of Country Creek Homeowners Association, Inc. June 1999" (References Paragraph 2.20) in Deed Book 2099, Pages 155 to 173 in the Registry of Deeds for Buncombe County, North Carolina and registered June 17, 1999);

WHEREAS, the "First Amendment to Declaration of Restrictive Covenants, June 1999 of the Country Creek Homeowners Association, Inc. June 2001" (References Paragraph 2.21) was executed and filed in Deed Book 2514, Pages 693 to 698 in the Registry of Deeds for Buncombe County, North Carolina and registered June 18, 2001;

WHEREAS, the "Amendment to Country Creek Homeowners Association Restrictive Covenant" (References Paragraph 2.22) was executed and filed in Deed Book 4712, Page 143 in the Registry of Deeds for Buncombe County, North Carolina and registered August 5, 2009;

WHEREAS, the "Country Creek Homeowners Association Amendment to Restrictive Covenant" (References Paragraph 2.23) was executed and filed in Deed Book 5048, Pages 662 to 663 in the Registry of Deeds for Buncombe County, North Carolina and registered December 11, 2012;

WHEREAS, the property subject to said Restrictive Covenants is described as that land appearing on plats identified by References Paragraphs 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, and 2.19 of which plats are filed in the Buncombe County Registry;

WHEREAS, the Declaration of Restrictive Covenants invoked by documents identified in Ref. Paragraphs 2.20 (plus its Amendments 2.21, 2.22, 2.23) may be amended at the annual or a special meeting of the Association by a single affirmative vote per Lot from at least two-thirds (2/3) of the Lots within Country Creek, the single

vote being provided by the owners of each qualifying property or their designated Proxy;

WHEREAS, the CCHOA and its members, the property owners at Country Creek, desire to amend and restate the "Declaration of Restrictive Covenants of Country Creek Homeowners Association, Inc. June 1999" identified in Ref. Paragraphs 2.20 (plus its Amendments 2.21, 2.22, 2.23) for the purposes of combining, clarifying, correcting conflicts, changing or removing items that are no longer applicable, and modifying items that are not enforceable as written; and

NOW, THEREFORE, the Declaration of Restrictive Covenants of the Country Creek Homeowners Association, Inc. June 1999, and the subsequent amendments made thereto, is hereby amended and restated in its entirety to read as follows:

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DECLARATION OF RESTRICTIVE COVENANTS

1. PURPOSE

The primary purpose and foremost consideration of the Restrictive Covenants is the establishment and maintenance of the aesthetically pleasing and functionally convenient features of Country Creek as well as the residents' privacy, security and superior facilities in a beautiful environment. These covenants are intended to ensure that individual residents will have adequate latitude to enjoy their property within the general framework of the restrictions, while protecting the rights of other residents to similarly enjoy their property. The intention of these amendments is to bind purchasers and burden the Lots in Country Creek to the Restrictive Covenants.

2. REFERENCES

- 2.01 Declaration of Restrictive Covenants of Village of Country Creek, filed in Deed Book 1558, Pages 447 to 450 in the Registry of Deeds for Buncombe County, North Carolina, registered April 19, 1989.
- 2.02 Declaration of Restrictive Covenants Creating Homeowner's Association of Village of Country Creek and Providing for Road Maintenance, filed in Deed Book 1558, Pages 451 to 459 in the Registry of Deeds for Buncombe County, North Carolina, registered April 19, 1989.
- 2.03 Restrictive Covenants of Section B, Village of Country Creek, filed in Deed Book 1559, Pages 363 to 364 in the Registry of Deeds for Buncombe County, North Carolina, registered April 26, 1989.
- 2.04 Articles of Incorporation of Country Creek Homeowners Association, Inc., filed in the office of the Department of The Secretary of State, State of North Carolina, on January 28, 1992.
- 2.05 Articles of Amendment of Country Creek Homeowners Association, Inc., filed in the office of the Department of The Secretary of State, State of North Carolina, on November 13, 1992.
- 2.06 Amended Declaration of Restrictive Covenants of The Village of Country Creek, filed in Deed Book 1744, Pages 217 to 229 in the Registry of Deeds for Buncombe County, North Carolina, registered May 10, 1993.
- 2.07 First Amendment to Amended Declaration of Restrictive Covenants of The Village of Country Creek, filed in Deed Book 1812, Page 727 in the Registry of Deeds for Buncombe County, North Carolina, registered August 18, 1994.
- 2.08 First Amendment to Declaration of Restrictive Covenants Creating Homeowner's Association of Village of Country Creek and Providing for Road Maintenance, filed in Deed Book 1845, Pages 460 to 465 in the Registry of Deeds for Buncombe County, North Carolina, registered April 20, 1995.
- 2.09 Corrected Second Amendment to Amended Declaration of Restrictive Covenants of The Village of Country Creek, filed in Deed Book 1896, Pages 138 to 140 in the Registry of Deeds for Buncombe County, North Carolina, registered March 6, 1996.
- 2.10 Third Amendment to Amended Declaration of Restrictive Covenants of The Village of Country Creek, filed in Deed Book 1966, Pages 399 to 401 in the Registry of Deeds for Buncombe County, North Carolina, registered May 30, 1997
- 2.11 Plat of the Village of Country Creek recorded in Plat Book 56, Page 148, on 18 April 89, in Buncombe County Registry, North Carolina.

- 2.12 Plat of the Village of Country Creek recorded in Plat Book 56, Page 149, on 18 April 89, in Buncombe County Registry, North Carolina.
- 2.13 Plat of the Village of Country Creek recorded in Plat Book 57, Page 105, on 4 April 90, in Buncombe County Registry, North Carolina.
- 2.14 Plat of the Village of Country Creek recorded in Plat Book 54, Page 193, on 26 June 91, in Buncombe County Registry, North Carolina.
- 2.15 Plat of the Village of Country Creek recorded in Plat Book 59, Page 11, on 11 Sept., 91, in Buncombe County Registry, North Carolina.
- 2.16 Plat of the Village of Country Creek recorded in Plat Book 59, Page 160, on 18 Feb., 93, in Buncombe County Registry, North Carolina.
- 2.17 Plat of the Village of Country Creek recorded in Plat Book 63, Page 94, on 25 April 95, in Buncombe County Registry, North Carolina.
- 2.18 Plat of the Village of Country Creek recorded in Plat Book 66, Page 104, on 7 Feb., 97, in Buncombe County Registry, North Carolina.
- 2.19 Plat of the Village of Country Creek recorded in Plat Book 67, Page 195, on 9 June 97, in Buncombe County Registry, North Carolina.
- 2.20 Declaration of Restrictive Covenants of the Country Creek Homeowners Association, Inc. June 1999, filed in Deed Book 2099, Pages 155 to 173, in the Registry of Deeds for Buncombe County, North Carolina, registered 17 June 1999.
- 2.21 First Amendment to Declaration of Restrictive Covenants, June 1999 of the Country Creek Homeowners Association Inc. June 2001, filed in Deed book 2514, Pages 693 to 698, in the Registry of Deeds for Buncombe County, North Carolina, registered 18 June 2001.
- 2.22 Amendments to Country Creek Homeowners Association Restrictive Covenant, filed in Deed Book 4712, Page 143, in the Registry of Deeds for Buncombe County, North Carolina, registered 5 August 2009.
- 2.23 Country Creek Homeowners Association Amendment to Restrictive Covenant, filed in Deed Book 5048, Page 662 to 663, in the Registry of Deeds for Buncombe County, North Carolina, registered 11 December 2012.

3. DEFINITIONS

- 3.01 Board: (AKA Board of Directors or Executive Committee) those persons who have been elected by the members of the CCHOA, in accordance with the By-laws of the Country Creek Homeowners Association, Inc. to represent the association members in the conduct of day-to-day CCHOA business, functions and responsibilities.
- 3.02 CCHOA: "Country Creek Homeowners Association, Inc.," the organization established by the document referenced in Paragraph 2.04 and its amendments.
- 3.03 Common Property: property owned by the CCHOA for the common use of its members. Common Property areas presently include: (1) all Country Creek roadways (nominally 40 feet wide) showed in the Referenced Plats, (2) the 5.65 acres between Zachary Ridge and Hillcreek Drive, (3) the 0.42 acre near the pump house, (4) the 0.29 acre pool and clubhouse area, and (5) the 2.57 acres bordering the creek by the entrance. A 0.72 acre parcel surrounding the pump house is the property of Woodfin Sanitary Water and Sewer district.
- 3.04 Country Creek: property identified as "The Village of Country Creek" in the Plats identified in References Paragraphs 2.11 through 2.19.

- 3.05 Developer: Robert and Adele Blank, members of the Blank family, the R. B. Miller Corp., or its successors or assigns.
- 3.06 Family Dwelling Unit: any Lot located within Country Creek on which a Single-Family Detached Dwelling unit has been constructed.
- 3.07 Lot: any platted parcel of land located within Country Creek, which is intended for use as, or is the site of, a Single-Family Detached Dwelling.
- 3.08 Lot Owner: owner or owners as shown by the real estate records in the office of the Register of Deeds of Buncombe County, North Carolina, of fee simple title to any Lot within Country Creek.
- 3.09 Proxy: a CCHOA member who has been designated in writing to represent another CCHOA member for purposes of voting.
- 3.10 Road Bands: outer, unpaved portion of all roadways shown in the Referenced Plats, nominally 10 feet wide, the paved portion of all roadways is nominally 20 feet wide.
- 3.11 Single-Family Detached Dwelling: a structure designed to be occupied by one (1) family and which is not attached to any other dwelling.
- 3.12 Voting Membership: The Voting Membership consists of owners of lots in Country Creek--one vote per Lot. A Voter Register shall be maintained by the Board of Directors in accordance with the By-laws.

4. MEMBERSHIP, AUTHORITY AND LIABILITY

- 4.01 Membership: Only persons owning a Lot in Country Creek can be CCHOA members. All persons owning a Lot in Country Creek are automatically CCHOA members. Whenever a member ceases to own a Lot in Country Creek, such member shall automatically be dropped from the CCHOA membership. The CCHOA membership cannot be sold, assigned, or transferred voluntarily or by Will or by operation of law.
- 4.02 CCHOA Authority: The CCHOA has been established by these covenants to constitute the organization for the governance of Country Creek. The CCHOA is hereby authorized to carry out its duties and obligations and to exercise its powers and authority as set forth herein. This authority shall include the establishment and promulgation of reasonable by-laws, rules and regulations for the orderly administration of these covenants, use of Common Property and enforcement of restrictions defined herein. In case of any conflict between the Restrictive Covenants in this document and any By-law, rule, regulation or restriction in other CCHOA documents the Restrictive Covenants in this document shall control.
- 4.03 Board Liability: A person serving as a director or officer of CCHOA shall be immune individually from civil liability and monetary damages to the extent provided in Paragraph 55A-8-60 of the North Carolina General Statutes.
- 4.04 Contract Restrictions: The CCHOA By-laws shall limit CCHOA contractual obligations entered into or caused by any CCHOA Member and/or CCHOA Board. Any such obligation not entered into in accordance with the By-laws shall be subject to indemnification by the responsible CCHOA member(s).

5. ASSESSMENTS

5.01 Assessment Obligation: Each Lot Owner in Country Creek shall be obligated to pay assessments levied by the Board in accordance with the By-Laws of the CCHOA as if a lien had been created in accordance with Article 2 of Chapter 44A of the North Carolina General Statutes.

5.02 Use of Assessments: Assessments shall be used to: (1) improve, maintain and repair roads and road bands for the general use of Lot Owners and renters of property in Country Creek; (2) operate, maintain and repair the pool, clubhouse and other common areas; and (3) pay taxes, licenses, supplies, CCHOA operating expenses and other things deemed necessary or desirable in the opinion of the Board of Directors for the common benefit of CCHOA members.

5.03 Monthly Assessments: Every CCHOA member shall be required to pay monthly assessments, the amount of the assessment shall be determined in accordance with the current CCHOA By-laws, and shall take effect at the beginning of each CCHOA fiscal year defined in the By-laws. A change in monthly assessments during the fiscal year must be approved by a majority of the CCHOA membership in accordance with voting methods defined in the current By-laws. Monthly assessments are due and payable by the first day of each month. Payments received by the Board after the tenth of the month shall be assessed a penalty equal to 5.0% of the monthly assessment each month until the delinquent assessment and penalties are paid in full. Monthly assessment funds shall only be used in accordance with the approved annual budget defined in the current By-laws.

5.04 Special Assessments: Special assessments proposed by the Board of Directors during the fiscal year, in addition to the monthly assessments must be approved by two thirds (2/3) of the CCHOA membership in accordance with voting methods defined in the current By-laws. The Board of Directors shall determine payment schedule of the special assessments. The special assessment payment shall become delinquent when not received by the Board within ten (10) days after it becomes due, and shall be assessed a 5.0% penalty each month until the delinquent payment and penalties are paid in full. Money received from special assessments shall be used only as defined in the notice of the proposed special assessment that was approved.

5.05 Late Payment Penalties: CCHOA members may be prosecuted in a court of law for delinquent assessments plus any late payment penalties and all reasonable costs incurred, including, but not limited to, reasonable attorney fees. The Board shall be responsible for said prosecution. Expenses incurred shall be paid from the CCHOA funds. All monetary awards from said prosecution shall be deposited into the CCHOA funds, and used first to reimburse any CCHOA costs and/or delinquent assessments.

5.06 Imposition of Lien: Immediately upon recordation of a notice of claim of delinquency (Delinquency Notice) pursuant to the provisions of this Section, the amounts set forth in said Delinquency Notice shall constitute a lien upon the property as described in the notice. The lien shall also secure all other claims which shall become due and payable with respect to the property as to which the Delinquency Notice was recorded following the date of recordation of the notice together with all costs (including reasonable attorneys' fees), and all interest whether accruing thereon, or accruing on the expenditures set forth in the notice.

5.07 Delinquency Notice: Upon demand, the Board of Directors shall furnish to any CCHOA member, or their designated representative, a certificate showing all delinquent assessments and penalties claimed against any Lot.

6. EASEMENTS

6.01 Road Dedication and Maintenance: All Country Creek roadways appearing in the recorded Plats identified in References Paragraphs 2.11 through 2.19 have been dedicated as appurtenant access easements to the portions of Country Creek served by these roadways. The recording of the referenced Plats showing roadways thereon within Country Creek shall also be deemed a dedication of those roadways to the CCHOA. All roadways in the referenced Plats, or hereafter dedicated, shall be maintained in a condition as good as or better than existing at the time of dedication. The cost of road maintenance shall be borne equally by all members of the CCHOA. The assessed road maintenance cost to be borne by each member of the CCHOA shall be determined in accordance with the CCHOA By-laws.

6.02 Utilities: The Developer reserves and dedicates appurtenant utility right-of-way easements on each Lot. This easement shall be eight (8) feet in width along and parallel to Lot lines which are between adjacent Lots, and between the Lot and roadways as shown in the Plats identified in References Paragraphs 2.11 through 2.19.

6.03 Common Property: The Developer has dedicated for the use by residents of Country Creek those common areas appearing on the recorded Plats identified in References Paragraphs 2.11 through 2.19. The CCHOA may promulgate, alter or amend any regulations for the use of the pool, picnic area or other common areas. The CCHOA shall maintain, repair, and/or improve the common areas and shall apportion the costs equally among all members of the CCHOA.

6.04 Setback Requirement: A Single-Family Detached Dwelling shall be positioned on its Lot so that no part of its external structure is closer than ten (10) feet to any adjacent Lot boundary or road band boundary. Driveways are excluded from this requirement.

6.05 Easement Changes: The Developer reserves the right to change any setback requirement between Lots owned by the Developer and to grant any reasonable easement within the easement areas reserved. Setback requirements between a Developer-owned Lot and all other Lots cannot be changed without the other Lot Owner approval. Setback requirements between a Lot and Country Creek Roads cannot be changed.

7. SUBDIVIDING AND BOUNDARY RELOCATION

No Lot shall be subdivided, or its boundary lines relocated to create a new Lot or to reduce the size of an existing Lot without approval in accordance with Paragraph 25.05.

8. NEW HOUSE CONSTRUCTION

All new houses built in Country creek shall be Single-Family Detached Dwellings, and shall maintain consistency with completed homes with respect to having: (1) frame construction on a concrete block foundation, (2) cedar clapboard or simulated cedar clapboard with stone siding and stucco on cement block foundations, (3) similar window treatment, (4) wood or simulated wood deck, (5) fiberglass and asphalt roofing shingles or, with Board approval, other roofing material which is consistent with the overall architectural style of Country Creek, (6) an attached and enclosed garage with inside access into the house, and (7) paint or stain colors that are in harmony with other houses in Country Creek. When the house is more than one level the upper level shall contain the ground-level front (main) door entrance; the upper level shall have a minimum heated living area (excluding the garage) of 1600 square feet. Single level houses shall have a minimum heated living area (excluding the garage) of 1800 square feet.

9. INTENDED USE

9.01 Lots: Lots without a Single-Family Detached Dwelling shall not be used for any purpose other than to be converted to a Family Dwelling unit without: (1) Board approval for a use lasting eight weeks or less, (2) an approval in accordance with Paragraph 25.05 for a use lasting more than eight weeks, but less than 1 year, or (3) a use lasting more than one (1) year can only be approved by an amendment to this restriction as defined in Section 24.

9.02 Family Dwelling Units: No Family Dwelling Unit shall be used in any way, to include causing public access to the Family Dwelling Unit or into Country Creek, which is or could become a nuisance or hazard to other CCHOA members or their guests. If the Board of Directors determines that a nuisance or hazard exists, it will deliver written notice of such to the responsible Lot Owner. The notice must define the corrective action to be taken within a specified period and define penalties that will be imposed if corrective action is not taken. If the owner receiving the notice does not correct the problem in the specified time, the Board must then proceed in accordance with Subjective Restrictions, Rules or Regulations Enforcement defined in the By-laws.

9.03 Common Property: Common Property areas shall be used as set forth by reference in deeds by which the Developer has conveyed the property to the CCHOA. This intended use can only be changed by the amendment process defined in Section 24.

10. ARCHITECTURE CONTROL

A permanent structure or structural change is one that is intended to remain on a lot for more than 90 days. A permanent new structure or change to an existing structure requires Board approval if the item will be visible from Country Creek roads or houses, unless the item is excluded from approval by other paragraphs in Section 10. Approval should be requested before starting work to avoid the unnecessary expense that may accrue if the Board denies the request. The request for approval must define the location, purpose, shape, size, materials, exterior finishes and colors of any new or changed structure. If an owner completes structural work before obtaining the required approval, the Board may proceed in accordance with Paragraph 25.04.

10.01 Approval: To obtain Board approval, a documented request providing a detailed description of the subject to be reviewed and the date of submittal must be delivered to the Board of Directors for review. Failure of the Board of Directors to provide a documented response to a legitimate request within 45 days after request is received, unless fewer days are required in the applicable restriction, rule or regulation, shall constitute approval of the request. In this case, the Board is still obligated to provide the requester a letter approving the request.

10.02 Air Conditioners: Window or wall air conditioning units, if visible from Country Creek roads or houses on other Lots, are structure modifications requiring Board approval.

10.03 Carports: Carports are not permitted.

10.04 Clotheslines: Permanent outside clotheslines are not permitted.

10.05 Color and Other Refinishing Considerations: Changing exterior finish of an existing structure requires Board approval. Guidance regarding the colors is available from the Board. Siding (including garage doors) and trim may be all one color. The stucco foundation shall be light buff, deep brown or gray or it may be painted the same color as the siding or trim. All stonework shall be maintained in its natural state. Changing roof or siding material or color requires Board approval. Consistency with guidelines for new home construction, as prescribed in Paragraph 8, shall prevail. Existing conditions shall be considered as prescribed by Paragraph 23. Written requests must be submitted to the Board for approval in accordance with Paragraph 10.01.

10.06 Driveways: All driveways shall be paved with asphalt or concrete paving materials. Sealing material may be applied as required to retain or restore the original appearance without Board approval.

10.07 Fences: All visible permanent fences, whether functional or decorative, are structures requiring Board approval and must conform to the following restrictions: fences shall be either split-rail, picket or vertical slat type made of wood or wood-like material. Picket or vertical slat fences shall not exceed five (5) feet in height. Picket or vertical slat fences more than ten (10) feet from the house must also conform to the following restrictions: a minimum space between vertical boards of two (2) inches and vertical board width shall not exceed 3 times the spacing between boards. Fences must be set back from the road band at least as far as the house is set back with the exception that several sections of split rail fence may be used for decoration but not as an enclosure. Fences must be set back from adjacent lot boundaries at least four (4) inches. The attractive side of a fence must face the nearest lot or road boundary. Variance of picket size and placement and of the direction that the attractive side faces may be made only in accordance with Paragraph 25.05.

10.08 Lot Boundaries: Structural additions or modifications not controlled by other restrictions in this document shall not be closer to Lot boundaries than ten (10) feet without Board approval. If said boundary is between two lots, then Board approval can only be given if the adjacent Lot Owner approves. If the boundary is the road band, then approval can only be obtained in accordance with Paragraph 25.05.

10.09 Play Equipment: All play equipment shall be placed to minimize visibility from streets adjacent to the Lot and from adjacent Single-Family Detached Dwellings and its appearance shall be in general harmony with the house architecture.

10.10 Antennas: A single whip antenna, or a satellite dish, not greater than 24 inches in diameter, may be installed without Board approval if the antenna is attached to the house at a location that minimizes visibility from Country Creek roads and homes and if towers or guy wires are not used. Board approval must be obtained for the installation of any other permanent antenna that can be seen from roads and homes in Country Creek.

10.11 Flagpoles: The placement, base size, height, lighting, and general appearance of vertical flagpoles require Board approval. Proper flag etiquette as required by law must be observed.

10.12 Solar Energy Collectors and Panels: All solar energy collectors and panels visible from the road or other lots require Board approval.

11. SEWER AND WATER

Temporary or alternate sewage systems and wells of any kind are not allowed on any Lots or Common Property within Country Creek without Board approval.

12. FIRES

Outdoor fires are not allowed within Country Creek with the exception that barbecues or grills that comply with state and county codes may be used for cooking. Residents will maintain vigilance regarding fire, smoke, and pollution hazards.

13. UPKEEP

It is the responsibility of each Lot Owner to ensure that their Lot and all structures on it are kept in a neat and well-maintained condition. All trash containers, tools, hoses, unused containers, and other supplies and equipment for use by the Owner shall be stored so that visibility from roads and other Single-Family Detached Dwellings is minimized. Supplies for short-term projects may be visible from the road or other Lots. Each Owner shall be responsible for all plantings and existing trees, bushes, and weeds on their Lot, including easements. Owners shall not allow any of their plantings and existing trees bushes and weeds to be a hazard or an obstacle to people or property in neighboring Lots, Common Properties and roads. If the Board of Directors judges that a Lot is not neat and well maintained, a written notice will be given to the Owner. The notice must define the problem, request correction within a specified period of time, and define penalties that will be imposed if the defined corrective action is not taken. If the owner receiving the notice does not correct the problem in the specified time, the Board must then proceed in accordance with Subjective Restrictions, Rules or Regulations Enforcement defined in the By-laws.

14. NUISANCES

14.01 Definition: The following are not allowed on any portion of Country Creek:

- A. Obnoxious or offensive activities;
- B. Activities that would diminish any Lot Owner's enjoyment of their property or Common Property;
- C. Plant, animal, electrical or mechanical device, or anything with a normal activity or existence which is in any way noisy, noxious, dangerous, unsightly, unpleasant or of a nature to diminish or preclude any Lot Owner, tenant, or guests thereof the enjoyment of their property or Common Property.

14.02 Enforcement: If it is determined that a nuisance does exist the Board will deliver a written notice of such to the responsible Lot Owner. The notice must define the nuisance, request that corrective action be taken within a specified period and define penalties that will be imposed if the defined corrective action is not taken. If the owner receiving the notice does not correct the problem in the specified time, the Board must then proceed in accordance with Subjective Restrictions, Rules or Regulations Enforcement defined in the By-laws.

15. WASTE DISPOSAL

15.01 Containers: Each Lot Owner shall provide county and waste collection company approved waste containers.

15.02 Storage: Waste material (trash, garbage, yard debris, discard items) shall be kept where it is not visible from Country Creek roads or other homes and shall be kept in a manner that will not produce odors beyond the lot boundary. Waste containers shall not be visible from roads and homes except on the day before and day of garbage pickup.

16. VEHICLE CONTROL

The Board of Directors shall have the power to place any reasonable restrictions upon the use of Country Creek roads. This shall include but not be limited to the type, size, weight and the maximum noise level of vehicles using the roads, the maximum speed of vehicles, and all other necessary traffic and parking regulations.

16.01 Off Driveway Parking: Residents who own cars, vans, or pickup trucks beyond their garage capacity may park one of their vehicles in front of their house at any time if the road band has a graveled area on which to park with all wheels off the road. Parking guest cars, vans, or pickup trucks on the road band on a regular basis for more than 15 days requires Board approval. Continuous parking of contractor or service vehicles or trailers on the road band for more than 7 days requires Board approval.

16.02 Parking Restrictions for Specified Vehicle Types: Board of Directors approval must be obtained to park any resident or guest truck (excluding pickup trucks with no more than four wheels), motor home, camper, trailer, boat, motorcycle, motorbike and the like un-garaged within the Village of Country Creek for more than 7 days total in any 4 week period.

16.03 Vehicle Repair or Extended Parking: Any vehicle not capable of being driven for more than 14 consecutive days or any vehicle undergoing major repairs within Country Creek must be parked inside a garage.

17. SIGNS

17.01 Signs on Lots: One professional quality sign, not exceeding four square feet in area, is permitted on an Owner's Lot. The sign must not be related to the conduct of business, other than the sale of the Lot. One additional sign is permitted with prior Board approval.

17.02 Signs on Common Property: No signs are permitted on Common Property without prior Board approval.

17.03 Approval Process: A Lot Owner (or their agent) wishing to place a sign on Common Property or an additional sign on a Lot must make a written request to the Board in accordance with Paragraph 10.01. The request must define the size, form, purpose and duration of the sign. A written request shall be approved by default if the Board does not respond within 15 days of the Board receiving the request.

18. ANIMALS

The Board of Directors shall have the power to place restrictions on the type of animals kept within Country Creek. This authority will include, but not be limited to, ensuring animals do not create a hazard, nuisance, or disturbance to other residents resulting from the animal's activities, noise, odor, or risk to residents if the animal escapes its confines. This authority applies to resident-owned and maintained animals and animals belonging to guests of residents.

18.01 Number of Animals: The number of resident-owned, commonly domesticated animals that regularly exit the house must not exceed two per Lot. Board approval is required to keep commonly domesticated animals belonging to guests of a resident for more than 15 days if these animals regularly exit the house.

18.02 Control of Animals: Dogs and other potentially disruptive animals must be kept within the boundaries of the resident's property or on a controlled leash when off the resident's property. Residents and guests must pick up after their animals.

18.03 Restrictions on Animal Pens: Animal pen placement must minimize its visibility from Country Creek roads and houses, must be no closer to a road than the house, must be at least 15 feet from the property line, and must retain the animal securely. An animal pen visible from Country Creek roads or houses requires Board approval in accordance with paragraph 10.

18.04 Prohibited Animals: No livestock or poultry of any kind shall be raised, bred or kept on any Lot in County Creek.

19. HUNTING, WEAPONS AND EXPLOSIVES

Hunting of animals or birds is prohibited in Country Creek. The use of weapons for any purpose other than defense of person or property, as provided by law, is prohibited in Country Creek. The discharge of fireworks and other explosives is prohibited in Country Creek.

20. RESPONSIBILITY FOR OTHERS

Lot Owners are obligated to assume the responsibility that any and all dependents, guests, visitors, renter, lessee, contractors and subcontractors working for the Lot Owner while on Country Creek property observe and maintain all the CCHOA rules, regulations and restrictions that bind the Lot Owner.

21. LEASING OR RENTING

A Family Dwelling Unit may be leased or rented by the Lot Owner for a minimum period of six (6) months. At any one time there can only be one lease to one individual or one family. Multiple leases or leases to more than one family are not allowed. Subleasing is not permitted. The Lot Owner is obligated to provide the tenant or lessee a copy of the current CCHOA Restrictive Covenants, By-laws, and Rules and Regulations and to inform the tenant or lessee that they shall be bound by these documents.

22. TRESPASS

Whenever the Board of Directors, in the execution of their duties as defined in the By-laws, requires reasonable access to easements and has provided the Lot Owner 24 hours notice, except when an emergency condition exists, such access shall not be deemed a trespass on the part of the Board.

23. EXISTING CONDITIONS

Except where a Restrictive Covenant states otherwise, any structural or landscape condition existing in or on Country Creek property as of the date of adoption of this Declaration of Restrictive Covenants and was not in violation of the then existing covenants and its amendments shall be exempt from the operation of this revision. This condition shall be allowed to continue in its present condition. Continuation of a condition in accordance with this clause shall not waiver or bar independent enforcement of the amended provisions to similar situations occurring in the future.

24. AMENDMENT PROCESS

24.01 Procedure: This Declaration of Restrictive Covenants may be amended by the vote of at least two-thirds (2/3) of the Voting Membership. Upon approval by such a vote, the amendment shall be evidenced by a written document signed by the Board reciting the terms of the amendment and that such amendment was approved by the vote of the membership. Such amendments shall be recorded in the Office of the Register of Deeds of Buncombe County, North Carolina.

24.02 Amendment Sources: The Board may initiate a proposed amendment by distributing the proposal to all CCHOA members for their vote. If the Board votes against distributing an amendment proposed by an Owner, CCHOA members may override that decision by submitting, to the Board, a petition signed by at least one-third of the Voting Membership. The Board, after receiving such a petition, must distribute the proposed amendment, within two weeks, to all CCHOA members. A vote on a proposed amendment must be scheduled within 45 days of its distribution to members.

25. BOARD OF DIRECTORS APPROVAL

25.01 Approval Authority: The Board cannot approve any request, or approve a permanent new structure or modification that violates any restriction in this document, or any rule or regulation in the By-laws, or Rules & Regulations documents.

25.02 Approval Contingency: Approval of requests for a new or modified structure in accordance with Section 10 shall be contingent upon the issuance of any required building permits and compliance with applicable codes. The owner is responsible for obtaining all required building permits and must comply with all applicable codes.

25.03 Rejected Request Appeal: Rejection of a documented request based upon non-compliance with specific Restrictive Covenants, By-laws, and Rules and Regulations cannot be appealed. If the Board rejects an Owner's request based on a subjective judgment, the Owner may appeal the decision by submitting a written appeal to the Board. The appeal will include a statement expressing the Owner's rationale for the appeal and a proposed amendment to the Restrictive Covenant, By-law, or Rule and Regulation that would permit the appealed action.

- A. After receiving the written appeal, the Board may change its position and approve the request.
- B. If the Board position remains unchanged after receiving the appeal, the Board will submit to the Voting Membership the Owner's proposed amendment within two weeks. A vote on the proposed amendment will be conducted in accordance with CCHOA By-laws and must be scheduled within 45 days of its distribution to members. The Board's position on the issue and the Owner's written statement will be distributed with the ballot. A 2/3 majority of the Voting Membership is required to approve an amendment to the Restrictive Covenants. A simple majority of the Voting Membership is required to approve an amendment to the By-laws or Rules and Regulations. If the Voting Membership approves the amendment, the appropriate CCHOA governing document must be changed to reflect the Voting Membership's decision.

25.04 Ratification: If a CCHOA member does not obtain Board approval prior to taking action which requires approval, the CCHOA shall have the authority to deny the results of that action and to impose reasonable sanctions if the results are not corrected within a defined time.

25.05 Variance Request: A request for variance from a restriction herein that allows a variance and references this Paragraph shall use the following process for variance approval. The Board, after receiving a variance request and agreement from the requester to pay all voting and implementation costs, shall submit such request to the CCHOA members for a vote within a reasonable period. A variance request must be approved by the majority vote of the Voting Membership. Majority approval of a request for variance does not constitute an amendment to the Restrictive Covenants.

26. ENFORCEMENT PROCEDURE

26.01 Notice of Violation: In the event a Lot Owner, renter or lessee violates these Restrictive Covenants, the By-laws or the Rules & Regulations, the Board shall give written notice to the owner and renter or lessee to correct such violation by a specified date, and the sanctions that will be imposed if correction is not completed by the specified date. Failure of the Lot Owner or renter or lessee to effect correction of the violation by the specified date will allow the Board to proceed to enforce compliance in accordance with Paragraphs 26.02 and 26.03.

26.02 Enforcement Procedure: Enforcement, such as to restrain or enjoin violators, and/or to recover damages and penalties, shall be by any proceeding at law or equity against any person or persons violating or attempting to violate or circumvent any CCHOA restrictions, rules or regulations. In addition, enforcement of any resulting lien, in accordance with the lien enforcement rights set out in Article 2 of Chapter 44A of the North Carolina General Statutes, shall be by any appropriate proceeding of law or equity against the land. The CCHOA may act in its own name in behalf of itself, or in behalf of any property owner in any legal action.

26.03 Enforcement Expenses: Expenses incurred by the Board of Directors to enforce the terms of these Restrictive Covenants, the By-laws or Rules & Regulations shall be paid from the CCHOA funds. All monetary awards to the CCHOA from said prosecution shall be deposited into the CCHOA funds to reimburse CCHOA costs. Any CCHOA member is entitled to file a legal action for violation of CCHOA restrictions, rules or regulations shall be entitled as part of any judgment in favor of the filing party to recover reasonable attorney's fees as part of such action.

26.04 Distinct and Cumulative Restrictions: Restrictions given herein are distinct and cumulative. The exercise of any restriction shall not be deemed to exclude the rights of the Board to exercise any or all of the other restrictions or those that may be permitted by law or equity. Any rights, restrictions and conditions contained herein, which were not contained in previous Restrictive Covenants or were not enforced in previous Restrictive Covenants, however long continued, shall not bar or affect enforcement hereafter as to the same continuing violation.

27. SEVERABILITY

Should any covenant restriction, article, section, paragraph, subparagraph, sentence, clause, phrase or term herein be declared void, invalid, illegal or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and to the subject matter hereof, such judgment shall in no way affect any other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

28. APPURTENANT EASEMENTS

All covenants, restrictions and obligations set forth herein are appurtenant easements which will run with the land and shall be binding on all parties and persons who are Lot Owners in Country Creek.

29. DEVELOPER EXCLUSIONS

On Lots that have not been and are not being used as a Single-Family residence, the Developer is exempt from paying Monthly Assessments. The Developer is also exempt from compliance with and enforcement of the provisions of the Restrictive Covenants defined in Paragraphs 9.02 through 15.02. These paragraphs shall be in effect and enforceable against the initial and all subsequent transferees of each individual Lot. These exemptions are given in consideration of the Developer's activities on behalf of the Village of Country Creek, and in return for the agreement of the Developer to maintain all Developer owned properties in Country Creek, developed or undeveloped, in a reasonably neat condition as determined by the Board or by a majority vote of the Voting Membership.

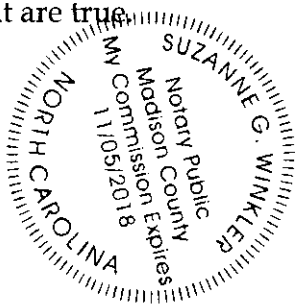
COUNTRY CREEK HOMEOWNERS ASSOCIATION, INC.

Paul S. Williams
By: PAUL S WILLIAMS
Title: CCHOA PRESIDENT

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

On this 29th day of JULY, 2015, personally appeared before me, Paul S. Williams, the duly authorized representative of the Country Creek Homeowners Association, Inc., to me known and known to me to be the person described in and who executed the foregoing instrument, or who produced NC I.L. as identification and he/she acknowledged that she executed the same, and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

(SEAL)



NOTARY PUBLIC

Sign: Suzanne G. Winkler
SUZANNE G. WINKLER
Notary's Printed or Typed Name

My Commission Expires:
11-05-2018

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