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Title: Amendment and Restatement of Declaration of
Covenants, Restrictions, Easements, Reservations, Terms
and Conditions

Grantor: Devonshire HOA

Grantee:

Prepared By:

Return to: 33 Patton Ave

Suite 201

Asheville, NC 28801

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

AMENDMENT and RESTATEMENT of DECLARATION of COVENANTS,
RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS and CONDITIONS GOVERNING THE
DEVONSHIRE SUBDIVISION
A PLANNED UNIT DEVELOPMENT

Devonshire H.O.A. of Asheville, Inc., a North Carolina Nonprofit Corporation, does hereby amend and restate the Covenants, Restrictions, Easements, Reservations, Terms and Conditions Governing The Devonshire Subdivision, A Planned Unit Development to provide as follows:

WITNESETH:

WHEREAS, the original declaration for Devonshire Subdivision was established on April 20, 1993 and recorded in the Office of The Register of Deeds for Buncombe County, North Carolina in Deed Book 1741 at Page 748 and amended by documents recorded. in Book 1750 at Page 470 and Book 1763 at Page 791; and Book 3982 at page 543 and Book 5486 at page 1426.

WHEREAS, Grant Development Company, Inc. (the) has subdivided the original tract of land for Devonshire Subdivision into various phases of development as shown on Plats recorded in said Register's Office in the Plat Books:

Phase 1 Plat Book 60, Page 151
Phase 2 Plat Book 62, Page 100
Phase 2 Plat Book 60, Page 192
Phase 2 Plat Book 60, Page 199
Phase 3 Plat Book 64, Page 29
Phase 4 Plat Book 66, Page 50
Phase 4 Plat Book 66, Page 59
Phase 4 Plat Book 66, Page 193
Phase 5 Plat Book 68, Page 184
Phase 5 Plat Book 72, Page 181
Phase 6 Plat Book 74, Page 111
Phase 7 Plat Book 76, Page 123
and,

WHEREAS, all of the Lots shown on said plats above referred to comprise the Devonshire Subdivision and all present owners of said Lots are members of the Devonshire HOA of Asheville, Inc. (**DHOA**) and subject to the Declaration and Covenants as recorded in said Deed Books at said Pages, et seq; and

WHEREAS, amendments herein contained have been approved at the Annual Meeting of the DHOA held on February 4, 2020 by an affirmative vote of at least sixty seven percent (67%) of the voting members.

NOW, THEREFORE, DHOA does hereby Amend and Restate said Declaration and amendments above referred to which will add and include the following provisions and by-laws (hereto attached) to become the governing covenants, terms, and conditions for the Devonshire Subdivision. Further, by a vote of at least sixty-seven percent (67%) of the voting members at the annual meeting on January 12, 2005, the members adopted a resolution that the North Carolina Planned Community Act as set forth in Chapter 47F of the General Statutes of North Carolina shall apply to the Devonshire Subdivision.

The provisions of this instrument shall become effective upon recording. Any circumstances, conditions or improvements which exist prior to the date this instrument becomes effective and which are not in compliance with the provisions hereof shall not be required to be abated, removed or modified. Provided that, if any circumstances, conditions or improvements are voluntarily or involuntarily removed, abated or discontinued after the date this instrument becomes effective, such circumstances, conditions or improvements shall not be renewed or replaced in a manner inconsistent with the provisions of this instrument unless otherwise allowed under North Carolina Law. Provided further that, this provision shall not be construed to affect the right of the DHOA or any owner of a lot in the Subdivision to proceed with or initiate action against any person who is in violation of the provisions of the prior Covenants so long as the acts, circumstances or conditions constituting a violation of the prior Covenants also violate the provisions of this instrument.

1. PURPOSE:

The Devonshire Subdivision is a fully developed and established suburban residential Planned Unit Development Community designed, built and maintained to provide aesthetically pleasing homes which are consistent in architectural design and landscaping. These covenants and restrictions are to ensure that the original architectural design and landscaping designs are maintained or enhanced and that residents are provided assurances that all community activities will be supported and residents can fully utilize their property as set forth in this document.

2. DEFINITIONS:

The following are terms that shall be considered as defined terms under this Declaration and the same definition shall be applicable whether the word is shown as capitalized or not.

A. "Residential lot", or "lots" shall mean any parcel of land located within Devonshire, which is used as a site for a single home and has a street address. (For example, Residential lot 50 Tiverton Ln is a combination of two original planned lots)

B. Single-family residential development means any development where 1) no building contains more than one dwelling unit; 2) every dwelling unit is on a separate lot; and 3) where no lot contains more than one dwelling unit.

C. "Residential Lot owner" shall mean and refer to the 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 residential lot or family dwelling unit

situated within Devonshire.

D. "Intended for use" shall mean the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the property has been conveyed.

E. "DHOA" and "Association" shall mean Devonshire HOA of Asheville, Inc.

F. "DHOA BOD" shall mean the Board of Directors of the DHOA. The DHOA BOD is the agent of authority of the DHOA.

G. "ARC" shall mean Architectural Review Committee. The DHOA BOD may appoint an Architecture Review Committee for initial review of plans for proposed construction or alterations to properties for compliance with these covenants. Final authority for approval of such plans belongs to the DHOA BOD.

H. "Common Areas" include all real estate owned by the association. This includes all areas other than lots on recorded Devonshire plats and described as common area, buffer, Gazebo, Entrance, and wetlands. (Common areas are insured through the HOA's general liability policy.)

I. "Structure" is defined as anything constructed or erected with a fixed location on the ground. Among other things, structures include buildings, walls, fences, billboards, and poster panels.

3. RESIDENTIAL USE:

Devonshire is Zoned as a single family residential development (RS-4, Single Family Medium Density). Each lot and the residential dwelling on the lot shall be used for single family residential purposes only. As used herein, the term "single family residential purposes" means that the lot and the residential dwelling on the lot shall be used by a single family as its dwelling place and residence and the term shall be deemed to prohibit, without limitation, the use of any lot for a duplex apartment, a duplex house, an apartment house, a garage apartment or for any multi-family use or for any business, professional, religious or commercial activity of any type, unless the activity is unobtrusive and merely incidental to the primary use of the lot and the residential dwelling on the lot for single family residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business, professional, religious or commercial symbol, structure, logo, icon, flag or sign displayed on the lot; there are no related audio or visual displays (by any means) anywhere on the lot; there are no clients, customers, employees or the like who go to the lot for any business, professional, religious or commercial related purpose on any regular basis; and the conduct of the business, professional, religious or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic, and the like. Occasional in-home tutoring, music or art lessons, book clubs or studies, and the like shall not be deemed to violate this provision. Any use of the residential dwelling on a lot that involves the lease or

any other arrangement whereby the residential dwelling is occupied for a period less than six (6) consecutive months (including, by way of example and not in limitation, the use of a residential dwelling for corporate lodging) shall, for purposes of the Restrictions, be considered a prohibited business use of the residential dwelling, not a single family residential purpose, even though the residential dwelling may be occupied by a single family.

Up to Two domestic workers (such as caregivers, housekeepers, cooks or "nannies") residing on a lot shall be deemed to be immediate members of the single family residing on the lot. All persons residing in Devonshire shall be bound by all the covenants and restrictions contained herein. No residential dwelling shall be permanently occupied by more persons than the total number of bedrooms in the residential dwelling multiplied by two (2).

4. LEASING OR RENTING:

A lot owner may lease or rent the family dwelling unit owned by such lot owner; provided, however, that the tenant or lessee shall be bound by all covenants and restrictions contained herein. At no time may a lot owner lease or rent a portion of the family dwelling unit unless the entire family dwelling unit is leased or rented.

Any lease or rental agreement must be in writing and for a period of not less than ninety (90) days. No More than 8 units in the subdivision may be leased at any one time. Lot Owners must contact the DHOA BOD prior to entering leasing negotiations to ensure the maximum number of leased units is not exceeded. All finalized lease arrangements must be reported to the DHOA BOD. If the number of requests to lease exceeds 8 units, a waiting list shall be established.

This provision shall not be deemed to prohibit a short-term lease agreement made in connection with the sale of a lot whereby the occupant of the residential dwelling on the lot remains in possession of the residential dwelling for a short period after closing.

5. SUBDIVIDING AND BOUNDARY RELOCATION:

No lot shall be subdivided; or its boundary lines relocated.

6. ARCHITECTURAL REVIEW:

A. No single-family home, home addition, garage, fence, backyard enclosure, wall, swimming pool, mailbox or other structure shall be commenced, erected or maintained upon any lot in Devonshire, nor shall any exterior addition to any existing structure or change or alteration therein, nor shall any major landscaping or sitework be done until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan therefore, and

showing front, side and rear elevations thereof, and the name and the contractor and/or landscaper have been submitted to the ARC and approved by the DHOA BOD. Prior to the construction of any structure, a site plan to scale on a topographic map which shows the location of the house, all drives, walks and parking areas, with each clearly indicated must be approved.

Any exterior color change must be submitted to the ARC for review.

Repairs, restoration to original condition, repainting without color change, or replacement of exterior lights or features to a style previously approved does not require Architectural Review. (Allowances will be made for minor changes due to technological advances or style availability).

B. Refusal or approval of plans, specifications, or location of any structures may be based upon any grounds, including purely aesthetic considerations which at the sole discretion of the DHOA BOD shall be deemed sufficient.

A lot owner whose proposed plans are rejected by the DHOA BOD may request an appeal to be heard by the DHOA BOD.

C. The DHOA BOD reserves the right to inspect completed projects to ensure compliance with DHOA BOD approved plans. Lot owners will be notified in advance of any such inspection.

D. No person, firm or entity shall be used as a contractor in Devonshire for home construction, exterior additions, or major landscaping projects unless such person, firm or entity obtains his income primarily from construction or landscaping of the type which the contractor is to perform and is properly licensed for his services.

E. In the event any owner violates the terms of this Section, the DHOA BOD or its duly appointed agent, shall give written notice to the owner to cure such violation within thirty (30) days. If the condition is not corrected in a timely manner as prescribed by the DHOA BOD, the DHOA BOD or its designee shall be entitled to enter upon the property of the owner and remedy such defect including removal of any structure built in violation hereof, all at the expense of the Owner. This right of the DHOA BOD or its agent, shall be in addition to all other general enforcement rights which the DHOA BOD may have for a breach or violation of the terms of these covenants and restrictions and shall not be deemed a trespass by or its agent.

7. BUILDING REQUIREMENTS

A. PERMISSIBLE STRUCTURES/BUILDING SIZE:

No structure except as herein provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family detached home not exceeding two

(2) stories in height above the basement, with a minimum requirement of at least a two

(2) car garage which must be attached. Carports are not permitted. Such home shall contain a minimum

of 1,400 square feet of heated living space. Garages, porches, patios, or other areas, unfinished basements or cellars shall not be considered floor space in meeting the above requirements.

The provisions of this paragraph regarding the prohibition of structures other than the home shall not apply to decks, fences, walls, swimming pools, backyard gazebos, water features, firepits, outdoor fireplaces, or mailboxes, all of which must be approved by the Architectural Review Committee pursuant to Section 6. "ARCHITECTURAL REVIEW" herein above. Home additions that are attached to the primary home are permitted and are also subject to Section 6 and 7.

B. SETBACKS:

From the front lot line a minimum of 22 feet.

From the back of the lot line a minimum of 15 feet

From the side of the lot line a minimum of 10 feet

Relief from said building setback lines may only be given by DHOA BOD to any lot owner upon a showing of extraordinary circumstances by the lot owner. Such circumstances may include unusual topography, lot shape, frontages and also potential views to give property owners the fullest enjoyment of their lots. The DHOA BOD shall also take into consideration the impact on adjacent lot owners.

C. No siding, shingles or other materials other than stucco and stone consistent with the remainder of the neighborhood shall be used on the exterior walls of any home unless approved by the DHOA BOD. All roofs shall be covered with architectural shingles or a product of similar appearance that are consistent with the color and character of other houses in the community and approved by the DHOA BOD.

D. All driveways and parking areas must be paved with concrete or concrete paving bricks/blocks unless another paving material is approved in writing by the DHOA BOD.

The design, color and layout of stamped concrete or concrete pavers must be submitted to the ARC and approved by the DHOA BOD. Painting of driveways is not permitted unless approved by the DHOA BOD.

E. Window Awnings are not permitted.

F. No concrete blocks may be exposed unless they are plastered or stuccoed.

G. No unpainted sheet metal other than chimney caps may be exposed.

H. All roof stacks and plumbing vents shall be placed on the portion of the family dwelling unit roof facing away from the front lot line.

I. Window air conditioning units are not permitted. All compressor units shall be ground mounted. Compressor units are not allowed in the front yard and shall be screened by approved fencing or planting.

J. Exterior lighting shall be consistent with the character of the neighborhood and requires ARC review and approval of the DHOA BOD.

K. ROOFTOP EQUIPMENT:

Satellite Dishes and Antennas:

Satellite Dishes 1 meter or less in diameter are permitted as per current FCC rules. Antennas and Satellite dishes should be placed to the extent feasible in locations that are not visible from the street. Consultation with the Architectural Review Committee before placement of antennas/satellite dishes is requested.

Solar:

Installation of solar collectors is not permitted in front yards, on building facades facing the street, or on rooftops that slope towards the street.

Rooftop storage tanks are not permitted.

L. REPLACEMENT HOUSES:

Any house built in Devonshire to replace a structure destroyed by fire/natural disaster or demolition by a property owner must meet all of the architectural guidelines above and be consistent in appearance and character to other houses in the community. All stipulations regarding Architectural Review and Building Requirements in this document shall apply.

8. YARDS AND LANDSCAPING:

A. Fences and Walls are permitted under the following guidelines: They may not extend closer to the street than the front of the house. On Corner lots Fences or walls may not extend more than 3 feet closer to the side street than the side of the house nearest the street. Fences are to be black in color and constructed of aluminum, wrought iron or a similar material at a height of 36 to 48". Fences are to be simple in appearance with balusters square in cross section less than 1" in width. Walls shall be at least 4 feet and not more than 7 feet high and covered in stucco in a color that matches the stucco on the adjacent home. All proposed fences or walls must be submitted for Architectural Review as per Section 6.

B. Handrails shall be consistent in appearance with the remainder of the neighborhood. Unless otherwise approved by the DHOA BOD, Handrails are to be constructed of aluminum, wrought iron or a similar material. They are to be black in color and simple in appearance with balusters square in cross section less than 1" in width.

C. Large playground equipment such as swingsets, trampolines, etc is limited to one per house if left outside over 24 hours.

All permanent play equipment shall be placed so that it is not visible from the street in front of the house. Treehouses are not permitted.

On corner lots permanent play equipment may only be placed behind the house and may not extend closer to the side street than a line drawn extending from the side of the house nearest the street to the back of the property. Such equipment shall be shielded from view from the street by plantings.

D. No permanent outside clothes lines are permitted. Temporary drying structures shall not be visible from the street in front of the house and may not be left out overnight.

E. Decorative features such as sculptures, birdbaths, birdhouses, fountains or other decorative embellishments shall be permitted as long as they are consistent in appearance and location with the architecture and landscaping of the neighborhood. The DHOA BOD reserves the right to request removal or relocation of decorative features inconsistent with the appearance of the neighborhood.

F. TREES AND SHRUBS:

No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens may be removed without the written approval of the Architectural Review Committee.

Exceptions to this restriction are the following:

1. Trees or Shrubs located within fifteen (15) feet of a building or obstructing a driveway, walkway, or line of sight that creates a safety concern.
2. Damaged trees or shrubs which threaten the structure of a house or trees which must be removed because of an emergency.

Should a lot owner remove any tree or vegetation as herein provided without the above-described written approval, said lot owner shall be liable for liquidated damages to the DHOA in the sum of Five Hundred Dollars (\$500.00) per tree or other plant removed.

Any tree stump remaining after tree removal that is visible from any street must be removed or ground down to ground level and concealed with grass or landscaping.

Replacement of diseased or overgrown shrubs or trees with plants similar in character does not require ARC approval.

G. Vegetable gardens are only allowed where they are not visible from the front street and may not exceed 150 square feet.

9. TEMPORARY STRUCTURES:

No structure of a temporary character shall be placed upon any portion of Devonshire at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any single family dwelling unit. Temporary shelters, including mobile homes, trailers, recreational vehicles, and tents, may not, at any time, be used as temporary or permanent residences or be permitted to remain on any portion of Devonshire after completion of construction thereon as hereinafter provided. Partially complete houses will be considered temporary and may not be inhabited.

10. CONSTRUCTION CONDITIONS AND COMPLETION:

Silt fences shall be required prior to any physical disturbance. DHOA BOD reserves the right to require plantings, ditches, or drainage structures to prevent erosion.

The exterior of all houses and other structures as well as site work and landscaping must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the lot owner due to strikes, fire, natural calamities, or other circumstances which the DHOA BOD determines are not within the lot owners control. Single family dwelling unit structures may be not occupied until the exterior thereof has been completed. If the exterior is not completed within one (1) year, One Thousand Dollars (\$1,000.00) in liquidated damages shall be paid to the DHOA by the lot owner, and \$1,000 per month shall be paid to the DHOA in liquidated damages for each month thereafter until completed.

No home may be occupied until an Occupancy Permit has been issued by the City of Asheville. Approvals will not be unreasonably withheld, but in addition to the above, the following will be required:

- (1) Final landscaping development plans must be approved and carried out without undue delay.
- (2) Exterior lighting must be approved.
- (3) All clean-up must be completed within 10 days of completion of the project.

11. SEWER AND WATER:

Every single family dwelling unit shall have permanent plumbing and running water and a permanent sewage disposal system. No temporary plumbing, water, or sewage systems are allowed. No private wells may be drilled or maintained on any residential lot without the prior written approval of the DHOA BOD.

12. STORAGE TANKS:

No exterior liquid or gas storage receptacles shall be allowed either above or below ground. Bottled gas is not permitted except as part of a home outdoor grill which grill when not in use is screened so that it may not be seen from the street.

13. TRASH:

Each lot owner shall use the City-provided sanitary containers for garbage, and all garbage receptacles, shall be placed so as not to be visible from roads abutting the lot owner's property, and also from neighboring properties. Trash, garbage and other waste shall be kept in said sanitary containers. No trash, garbage, construction debris or other unsightly or offensive material shall be placed upon any portion of Devonshire except as temporary and incidental to bona fide improvement of said area of Devonshire.

14. VEHICLES:

No disabled or abandoned vehicles shall be permitted on any lot neither shall any vehicle be stored thereon, unless garaged nor shall major repairs be permitted upon any vehicle unless garaged. All vehicles must have an unexpired registration and be lawfully licensed.

No vehicle shall be parked in a driveway extending into the street or blocking a sidewalk. Any recreational vehicles, boats, motorcycles, motorbikes, motor homes, campers and the like must be parked in an enclosed area screened from view from the street and Common Areas.

Parking RVs, boats, trailers etc on city streets must comply with city ordinances.

Except for ventilation purposes with the bottom opening not to exceed 10", Garage doors must be closed at all times when not in use.

15. LOT AND HOME UPKEEP:

It is the responsibility of each lot owner to prevent any unclean, unsightly, or unkempt, condition of buildings or grounds to exist on the lot owner's property which tend to decrease the beauty of the specific area or the neighborhood as a whole. . All garden hoses, grills, garden tools, etc. when not in use, should not be visible from the street.

On corner lots grills or exterior hoses that do not extend closer to the side street than the house and that are screened by approved landscaping are permitted.

If the DHOA BOD in its sole discretion, determines that an unclean, unsightly, or unkempt condition of building exteriors, or grounds exists, the lot owner will be notified. If the condition is not corrected in a timely manner as prescribed by the DHOA BOD, the DHOA BOD or its designee shall have the right, but not the duty, to enter upon any lot for the purpose of abating such condition. The cost of such abatement and any damage resulting from such entry shall be at the expense of the specific lot owner and shall not be deemed a trespass.

16. NUISANCES:

No obnoxious or offensive activity shall be carried on upon any portions of Devonshire nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any lot owner, tenant or guest thereof in any area of Devonshire thereby diminishing the enjoyment of other lots by their owners. No plant, animal, device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in Devonshire by the lot owners, tenants, and guests thereof, may be maintained.

The DHOA BOD reserves the right in its sole discretion to determine a nuisance and upon ten (10) days

written notification by the DHOA BOD the activity must cease.

No home shall contain, or have installed, or permit to exist any alarm or security system which will project or emit noise or sound outside any home unless the noise or sound from the alarm or security system will automatically cease within five (5) minutes after the noise or sound has been commenced and said alarm or security system is in full compliance with city of Asheville law.

17. FIRES:

No outdoor fire shall be built within Devonshire except in approved fire pits/outdoor fireplaces. No leaves, yard waste, trash, garbage or similar debris shall be burned. Outdoor grilling shall be done with the greatest of care in view of fire and smoke hazards and general pollution.

18. SIGNS:

Lots that are for sale are allowed a sign hung on the underside of a lot owner's mailbox denoting it to be "Available" or similar and specifying the telephone number to contact for information.

No other signs, including "For Rent", "For Sale" or other similar signs shall be erected, placed, allowed or maintained on any lot or common area by anyone, including but not limited to the lot owner, a Realtor, a contractor or subcontractor, except with the written permission of the DHOA BOD or as may be required by legal proceedings. If such permission is granted, DHOA BOD reserves the right to define the size and information that can be displayed.

Security company signs are not permitted in the front yards, except for signs 10" or less in maximum dimension in the immediate vicinity of the front entrance or an attached front porch no more than 4 feet from the front wall or porch. Security stickers on the insides of windows are permitted.

Display of political signs must comply with all City of Asheville Ordinances. Signs may not exceed eight square feet per face, two faces per sign. Signs may not appear more than 30 days prior to the first day of polling for the primary, or 45 days before the first day of polling for the general run-off or referendum. Signs must be removed within five days of the election. Signs must be placed on private property and may not be placed in a city right-of-way..

Political signs are not allowed in common areas.

Flags and holiday decorations shall comply with current DHOA Rules and Regulations.

19. WATERCOURSES AND WATERWAYS:

No lake shall be constructed, neither shall the course of any stream be changed, nor any culverts installed in any stream without prior written approval of the DHOA BOD.

The owner of lots fronting on a lake, stream, or other waterway, or on a Common Area,

separating the lot from such waterway, will not be permitted to erect or maintain a private dock, dam or similar structure on such waterway.

No pleasure craft boat, canoe or other watercraft shall be operated upon any lake, stream or other waterway. No boat, canoe or other watercraft shall be beached or stored overnight or permanently on the shore of any lake, stream or other waterway. Anything to the contrary notwithstanding, the DHOA BOD or its designee shall be entitled to maintain and operate any form of watercraft.

20. ESTATE/MOVING SALES:

Estate and Moving sales are allowed only on a one-time basis after notifying the DHOA BOD.

Garage or Yard sales are otherwise prohibited

21. ANIMALS:

No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other commonly domesticated household pets may be kept, provided they are not bred or maintained for commercial purposes. Pets, when running loose, must be kept strictly within the boundaries of the lot owner's property. At all other times, they must be kept securely on a leash.

No pets are permitted if they are kept so as to constitute a nuisance as determined by the DHOA BOD in its sole discretion.

The following are considered public nuisances under these covenants and by the City of Asheville Ordinances and are prohibited:

The keeping, possession, harboring or feeding of animals; wild, feral or domesticated, which threaten the public health, safety and welfare of the community; provided, that nothing herein shall be construed to prohibit keeping or maintaining a bird feeder, or from feeding birds, unless said activity constitutes an attractant.

Allowing or permitting an animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers, or damaging gardens, flowers, or vegetables, or defecating upon the property of another.

All pet waste must be picked up and disposed of in a proper manner.

22. WETLANDS:

The designated wetlands that exist within Devonshire are under the jurisdiction of Federal or State

agencies and as such are protected by law. Such areas are to remain "natural and environmentally friendly" and their maintenance is to be strictly enforced to comply with agency guidelines. Plantings, cuttings, encroachment or altering the natural habitat of these areas, even on property owned by the lot owner, requires permission to enact any change.

23. HUNTING AND FIREARMS:

Hunting or trapping of animals, fowl or game, other than feral cats, raccoons or other animals hazardous to the well being of humans is prohibited, and the discharge of firearms or the use of bows and arrows or other weapons for any purpose shall be prohibited.

24. EASEMENTS:

The DHOA reserves to itself, its successors and assigns, a perpetual alienable and releasable easement and right on, over and under the ground to erect, maintain and use poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, cable television, security cable equipment, telephone equipment, gas, sewer, water or other private or public conveniences or utilities on, over and under the rear and front ten (10) feet of each lot, and then ten (10) feet along all sides of each lot, and such other areas as shown on the applicable plats; provided further that the DHOA may cut drain ways or utilize existing natural drain ways for surface water wherever and whenever such action may appear to the DHOA to be necessary in order to maintain proper drainage and reasonable standards of health, safety and appearance. The DHOA further reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right to cut any trees, bushes or shrubbery or to take any other similar action reasonably necessary to provide economical and safe utility installation, and to maintain reasonable standards of health, safety, and appearance. Excluding the right to give easements to the DHOA, no lot owner may give easements through their property to other property owners for the purpose of roads or utilities without the consent of the DHOA BOD in its absolute discretion.

The DHOA reserves the right to locate wells, pumping stations and tanks within any portion of Devonshire, provided, however, that if the owner of any lot upon which such pumping station, well or tank shall be located is other than the DHOA and the applicable recorded plat of such lot owner's property does not designate such property for use as aforesaid, then such pumping station, tank or well shall not be located upon such lot owner's property without the permission of such lot owner. In addition, the DHOA reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on and over and under all lots to dispense pesticides and take other action which in the opinion of is necessary or desirable to control insects and vermin. The DHOA reserves the right to cut firebreaks and other activities which in the opinion of the DHOA are necessary to control fires. the DHOA, however, is under no duty to take such actions as hereinabove provided.

25. TRESPASS:

Whenever the DHOA is permitted by these covenants to correct, repair, clean, preserve, or does any action on any lot or on the easement areas adjacent thereto, entering such lot or easement area and taking

such action shall not be deemed a trespass on the part of the DHOA BOD or its designee. Before entering any property to take such action, the DHOA BOD shall give notice to the lot owner. The requirement for notice is waived if a hazardous condition requiring immediate attention exists.

26. ENFORCEMENT:

A. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them.

B. Enforcement of these covenants and restrictions shall be by any proceeding at law or equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages, or in addition to the lien enforcement rights set out in Article 2 of Chapter 44A of the North Carolina General Statutes, by any appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. The remedies given herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of the DHOA BOD to exercise any or all of the others or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bear or affect its enforcement. Any person entitled to file a legal action for violation of these covenants shall be entitled as part of any judgment in favor of the filing party to recover reasonable attorney's fees as a part of such action.

27. SEVERABILITY:

Should any covenant, restriction, article, paragraph, subparagraph, sentence, clause, phrase or term herein contained be declared to be void, invalid, illegal or unenforceable, for any reason whatsoever, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and 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. RESPONSIBILITY FOR OTHERS:

Lot owners are obligated to assume the responsibility that any and all dependents, guests, servants, visitors and building contractors working for the lot owner observe and maintain all the rules, regulations, covenants and restrictions binding the lot owners themselves.

29. VARIANCES:

In case of extreme hardship and for good cause shown, the DHOA BOD may in its sole discretion grant variances from any of these covenants and restrictions. The decision to grant or not grant variances as

herein provided is based upon the sole and absolute discretion of the DHOA BOD.

30. SPECIAL RESTRICTIONS AFFECTING FRONT YARD MAINTENANCE OF ALL LOTS:

The DHOA and lot owners recognize that the enhancement of Devonshire is dependent upon proper maintenance and upkeep of the yards (front, side and rear) of the lots, and the Common Areas, and Buffer Zones. Therefore, the following special restrictions shall apply to the maintenance and upkeep of the yards of lots and the Common Areas.

A. The DHOA shall be responsible for the maintenance and upkeep of all front and side yards of lots and Common Areas within Devonshire. All costs and expenses incurred shall be allocated to all lot owners and shall be payable to the DHOA. An annual maintenance budget shall be established by the DHOA BOD pursuant to the Bylaws attached hereto as Exhibit A. Said annual maintenance budget shall be collected on a frequency basis as designated by the DHOA BOD. The maintenance fees shall be considered a lien and shall be enforceable pursuant to Section 26B hereof.

B. Each lot owner shall be responsible for the maintenance and upkeep of the rear yard (and Buffer zone, if applicable) of each lot. The plan, design and utilization of the said rear yard area shall be subject to the review and approval of the DHOA BOD after ARC review as described in Section 7 hereof.

C. Although the DHOA shall be responsible for the maintenance and upkeep of the front and side yards-- each lot owner shall be responsible for watering the yard and landscaping and maintaining the landscaping associated with said owner's lot. Said watering shall be at such levels and frequency to prevent undue wilting or damage to said yard and landscaping, subject however to such restrictions on the use of water as may be imposed by local or state government or its successors and assigns.

D. The DHOA has the authority to collect assessments from lot owners as might be necessary to properly and adequately maintain the front and side yards of lots and Common Areas which assessments shall be enforced and become a lien if unpaid in accordance with Section 26B hereof.

31. AUTHORITY TO AMEND:

This Amendment and Restatement of Declaration of Covenants, Restrictions, Easements, Reservations, Terms, and Conditions of DHOA has been approved as above stated. The (Grant Development Company, Inc.) transferred control of the Devonshire Development and the Devonshire Homeowners Association to Devonshire Homeowners Association of Asheville, Inc. on March 20, 2003. Any reference herein to shall hereafter mean the DHOA of Asheville, Inc.

In Witness Whereof, DHOA, a North Carolina Non-Profit Corporation, has caused this instrument to be signed in its corporate name by its President, a duly authorized officer, this ¹⁶ day of August 2023

DHOA, Inc.
By: Keith Olbrantz, President 8/16/23
Keith Olbrantz, President

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I Christopher Shepherd a Notary Public of the County and State aforesaid, certify that
Keith Olbrante, personally came before me this day and acknowledged that he is President of DHOA, a
North Carolina Non-Profit 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 him as its President.

Witness my hand and official stamp or seal this the 16th day of August 2023
My Commission Expires: 11-30-2025


