Type: CONSOLIDATED REAL PROPERTY
Recorded: 1/25/2017 3:13:01 PM
Fee Amt: $118.00 Page 1 of 30
Buncombe County, NC
Drew Reisinger Register of Deeds

BK 5514 PG 1034 - 1063

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

RESTATED ROAD MAINTENANCE AGREEMENT

THIS RESTATED ROAD MAINTENANCE AGREEMENT, made and entered into as of the date shown below, by and between the Lynn Cove Extension Road Maintenance Association, Inc., a Non-Profit North Carolina Homeowner Association, and the undersigned owners, their successors and assigns of that portion of property along Lynn Cove Extension (hereinafter "Owners"), described in deeds recorded at Deed Book 1333, Page 408; Deed Book 1042, Page 427; Deed Book 1414, Page 368; Deed Book 1204, Page 220; Deed Book 1446, Page 109; Deed Book 1436, Page 413; Deed Book 1414, Page 185; Deed Book 1204, Page 220; Deed Book 1556, Page 131; Deed Book 1312, Page 565; and Deed Book 1633, Page 61, Buncombe County Registry (hereinafter collectively "Lynn Cove Properties").

WITNESSETH:

THAT WHEREAS, there are multiple Agreements and amendments of Agreements binding one or more of the Lynn Cove Properties for the maintenance of that portion of Lynn Cove Road (Extension) not subject to maintenance by the North Carolina Department of Transportation (hereinafter "Road"). These Agreements are executed and recorded in the Buncombe County Registry of Deeds, Book 1203, Page 64; Book 1425, Page 221; Book 1425, Page 228, Book 1425, Page 290; Book 1476, Page 260; Book 1634, Page 547; Book 1687, Page 226; Book 1708, Page 193; Book 1708, Page 201; Book 1708, Page 202; Book 1753, Page 13; Book 2169, Page 11, and Plat Book 62, Page 132-133. For purposes of this Restated Road Maintenance Agreement, the documents recorded in Book 1425 at Page 290, Book 1476 at Page 260, Book 1634 at Page 547, Book 1687 at Page 226, Book 1708 at Page 193, Book 1708 at Page 202, Book 1753 at Page 13, and Book 2169 at Page 11 shall be collectively the "Original Road Maintenance Agreements"); and

WHEREAS, the right of way of that portion of the Road, also known in part as Sassyfras Road, has been used to provide access of ingress and egress to one or more of the Lynn Cove Properties, from

Submitted electronically by "Black, Slaughter & Black, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Buncombe County Register of Deeds.

the end of maintenance of Lynn Cove Road by the North Carolina Department of Transportation to the head of Beaverdam Valley in Buncombe County for a period of not less than 50 years; and

WHEREAS, the aforementioned Original Road Maintenance Agreements provide in relevant part for payment of upkeep and maintenance by owners of lots bordering the aforementioned portion of the Road; and

WHEREAS, the Original Road Maintenance Agreements contain occasional contradictory terms and are difficult to implement, and make it difficult for subsequent purchasers of the Lynn Cove Properties to determine their respective rights and responsibilities related to the Road; and

WHEREAS, the Owners, by entering into this Restated Road Maintenance Agreement, desire to formalize the process and responsibility for maintenance of the Road, and adopt a single Restated Road Maintenance Agreement to bind the owners of the Lynn Cove Properties and create a single mechanism for maintenance of the Road and determining individual responsibilities for such maintenance; and

WHEREAS, the Lynn Cove Extension Road Maintenance Association, Inc. (hereinafter "Association"), a non-profit corporation, was formed on May 12, 2016, to oversee the maintenance of the Road and other aspects of this Restated Road Maintenance Agreement; and

WHEREAS, the undersigned Owners have agreed to submit their Properties as identified herein by Buncombe County Parcel Identification Numbers to this Restated Road Maintenance Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. This Agreement Supersedes and Replaces the Original Road Maintenance Agreements as to All Parties to this Agreement. By their signatures below, the Owners adopt this Restated Road Maintenance Agreement in place of the Original Road Maintenance Agreements. From this date forward the rights and responsibilities of the Owners, and their successors in interest, shall be as set out in this Restated Road Maintenance Agreement (hereinafter "Agreement").

2. Submission of the Road Maintenance Responsibilities to the Association. The Owners do assign and the Association does accept all of the responsibilities of maintenance, repairs and upkeep of the Road along the right of way shown in the Original Road Maintenance Agreements. The Owners also give the Association and its assigns the right to enter and perform work on the property of any of the Owners for the purpose of maintaining the Road, pursuant to this agreement.

3. Subsequent Joinder in Agreement. Any party to the Original Road Maintenance Agreements may ratify and join in this Agreement with all the rights and privileges of the Owners herein by executing and filing proper documentation with the Register of Deeds of Buncombe County, and tendering to the Association all previous unpaid contributions to road maintenance established subsequent to the original date of this Agreement and requested by the Association.

4. Maintenance Responsibilities. The Association shall have the responsibility, on behalf of the Owners, to periodically maintain the presently improved and asphalt paved portions of Lynn Cove Road (Extension) in good condition with proper draining and ditching on both sides of the Road,

including adequate pavement sufficient to keep the Road in an all-weather stable condition, free of ruts and potholes, sufficient to allow comfortable passage by any type of motor vehicle over and across such Road. Maintenance of the Road shall include, but is not limited to: patching or repairing the pavement thereof; maintaining ditches, shoulders, and culverts adjacent to the roadways; and removing trees within the Road rights-of-way which are a danger to the Road. Other roadways are not included within this Agreement. The Association shall adopt By-Laws to set out the specific rules and regulations for the maintenance of the Road, and such By-Laws may be amended from time to time; provided, however, that such amendments shall not alter the general scope of maintenance responsibility as set forth herein.

5. Transfer of Rights of Enforcement. The Owners hereby transfer to the Association all rights of contribution and enforcement under the Original Road Maintenance Agreements currently enjoyed by any or all of the Owners as against any party to the Original Road Maintenance Agreements, who is not a party to this Restated Road Maintenance Agreement.

6. Roads and Rights-of-Way. The rights-of-way as described within Deed Book 1333, Page 408; Deed Book 1042, Page 427; Deed Book 1414, Page 368; Deed Book 1204, Page 220; Deed Book 1446, Page 109; Deed Book 1436, Page 413; Deed Book 1414, Page 185; Deed Book 1556, Page 131; Deed Book 1312, Page 565; Deed Book 1633, Page 61 of the Buncombe County Registry are hereby dedicated for the use of Owners and their invitees for ingress, egress, and utilities. Except otherwise provided for herein, blocking of the Road by any Owner is prohibited. The Association is not responsible for the maintenance of private drives indicated on plats or otherwise described. The Association is not responsible for the construction of new roadway within a single lot of any of the Owners, but may accept the dedication of roadway already constructed, upon a vote of the majority of the Owners.

7. Improvements: Upon prior approval of a majority of the Members of project scope and budget the Association may make improvements to the existing Road. Improvements shall be budgeted as separate capital improvement projects and by way of example include but are not limited to extensions to existing paved surfaces, replacement or resurfacing of existing paved surfaces that extend a minimum of 144 square feet in contiguous area, replacement or reconstruction of existing drainage structures including but not limited to pipes and culverts that traverse the Road, construction of new drainage structures designed to protect the Road, and the costs of consultants and permits directly attributable to the specific improvement. The Association will thereinafter be responsible for maintaining improvements undertaken by the Association. The Association is not responsible for maintaining improvements to the existing Road undertaken by individual property owners or others without prior approval of the Association, but may accept dedication of improvements already constructed upon a vote of the majority of the Owners.

8. Assessment by the Association. The Road is a private roadway and the Owners shall have an obligation to contribute on an annual basis toward the maintenance of the Road. The Association shall be responsible for determining annual assessments for maintenance costs and improvements, and allocating such costs to all of the Owners. Any moneys received by the Association from any party to the Original Road Maintenance Agreements, who is not a party to this Restated Road Maintenance Agreement shall reduce the annual maintenance costs paid by the Owners. The Association, pursuant to the provisions of its Bylaws, shall have the right to defer or exempt all or part of an assessment, determine additional/special assessments and send notices to each property owner of the amount and purpose of any such assessment against each owner's lot.

9. Assessment for Maintenance Expenses by Proportional "pro rata" Share. The proportionate share of each owner for maintenance of the Road shall be based upon the portion along all such Right(s) of Way as is or be can be utilized by such Owner from the end of state maintenance to the Owner's End of Usage (hereinafter "OWNER'S USAGE").

a. Primary portion of Lynn Cove Road: For purposes of this Agreement the primary portion of Lynn Cove Road as described in Deed Book 1634, Page 552, extends from the beginning of Right of Way #1 and continues approximately 0.8 miles along portions of Right of Way #1 and Right of Way #3 to the point where the present asphalt paved surface ends at the driveways to house numbers 462, 465, and 466 Lynn Cove Road. Each Owner's usage for the primary portion of Lynn Cove Road has been determined by assigning each lot utilizing the Road to one of five groups: Group 0 (zero), which uses the initial portion of the Road at the end of the state-maintained portion of Lynn Cove Road; Group 1, which uses or is deemed to have use of at most 1/4 of the total Road; Group 2, which uses or is deemed to have use of at most 1/2 of the total Road; Group 3, which uses or is deemed to have use of at most 3/4 of the total Road; and Group 4, which uses or is deemed to have use of all of the Road , as follows:

i. Group 0 (zero): Buncombe County Parcel Identification Numbers 9751-82-8047-00000, and 9751-92-0203-00000.

ii. Group 1: Buncombe County Parcel Identification Numbers 9751-92-2103-00000, 9751-92-3162-00000, 9751-92-6280-00000, and 9751-91-7474-00000.

iii. Group 2: Buncombe County Parcel Identification Numbers 9751-92-7676-00000, 9751-92-6896-00000, 9751-93-5021-00000, 9751-93-7126-00000, 9761-03-0038-00000, and 9761-02-4820-00000.

iv. Group 3: Buncombe County Parcel Identification Numbers 9751-93-4302-00000, 9751-93-7548-00000, 9761-03-1719-00000, 9761-02-7541-00000, 9761-02-8817-00000, 9761-03-4234-00000, and, 9761-03-5470-00000.

v. Group 4: Buncombe County Parcel Identification Numbers 9761-03-3962-00000, 9761-03-7889-00000, 9761-04-8272-00000, 9761-13-2893-00000, 9761-13-3353-00000, 9761-12-2988-00000, and 9761-03-9162-00000.

b. Side Roads: Each Owner's usage of side roads other than the primary portions of Lynn Cove Road, including but not limited to the unpaved portions of Rights of Way #1 and #3, and Rights of Way # 2 and #4 as described in Deed Book 1634, page 547, Right of Way #5 as described in Deed Book 1708, page 193, Right of Way #6 as described in Deed Book 1708, page 202, Right of Way #7 as described in Deed Book 1753, page 13, Right of Way #8 as described in Deed Book 2169, page 11 shall be based on the pro-rata share of each Owner's use from the portions of Lynn Cove Road described above and the point of access to each Owner's property served by such streets and roads. Each Owner or group of Owners served by a side road shall be responsible for maintaining said road separately from the activities of the Association.

10. Exemptions from Assessment and Suspension of Voting Rights: The following properties are exempt from assessment by the Association. During the time each lot is subject to an exemption from assessment the associated voting rights vested to the Owner for each of the exempted

lots in the affairs of the Association are also suspended, provided however the lots and the property Owner(s) remain subject to all other provisions of this restated Road Maintenance Agreement:

a. Exempt Lot Classified as Road/Street: Buncombe County Parcel Identification Number 9751-92-1526-00000identify lots that comprise portions of the existing Right-of-Way for the Road, and are presently assessed at zero dollars ($0) by Buncombe County for tax purposes. As long as this lot remains identified by Buncombe County as property class "Road/Street" and remained assessed by the County at zero dollars, ($0) assessed value, it is exempt from assessment by the Association with individual lot voting rights suspended.

b. Exempt Lots Associated with Presently Developed Properties: The following undevelopable or substandard-sized lots are part of multi-lot developed home sites and are assessed as single properties. The owner(s) of these multi-lot parcels are entitled to a single vote in the affairs of the association. Provided there is no subsequent subdivision, recombination or development that creates a new separate developable lot the undeveloped lots are exempt from assessment by the Association for as long as title is held by the same owner(s) and remain utilized by the owner(s) as part of the associated developed lot:

   i. Buncombe County Parcel Identification Numbers 9761-03-5008-00000, 9761-03-4421-00000 and 9761-03-2363-00000 are exempt from all assessments with individual lot voting rights suspended while title is held by the same owner(s) in conjunction with the developed lot at Buncombe County Parcel Identification Number 9761-03-4234-00000.

   ii. Buncombe County Parcel Identification Numbers 9761-13-5405-00000 and 9761-13-1151-00000 are exempt from all assessment with individual lot voting rights suspended while title is held by the same owner(s) in conjunction with the developed lot at Buncombe County Parcel Identification Number 9761-13-3353-00000.

11. Exclusion from Road Maintenance Agreement and Release of Easements and Rights of Way: The following properties are expressly excluded from this restated Road Maintenance Agreement and the undersigned Owner of Buncombe County Parcel Identification Numbers 9761-05-6492-00000, 9761-04-9951-00000, 9761-14-7461-00000, 9761-13-5921-00000, 9761-22-3706-00000, and 9761-12-7026-00000 hereby releases all rights of use and access to easements and rights of way to the private portions of Lynn Cove Road, including those described in this agreement and as further described at Deed Book 5398, Page 1150, Deed Book 4191, Page 455, Deed Book 4206, Page 638 and Deed Book 3758, Page 98.

12. Reduction in Assessments for Undeveloped Lots: The Association, in its sole discretion, may grant reductions in assessments for maintenance expenses to owners of undeveloped lots. Reductions for routine annual maintenance expenses for owners of undeveloped lots shall not be less than 50% of the assessment of those with developed lots within a defined group. Snow removal expenses shall not be assessed to owners of undeveloped lots.

13. Assessments for Administrative Expenses: Annual administrative expenses, including but not limited to insurance, corporate filing fees, legal fees, meeting expenses, postage, printing and similar expenses not directly assignable to road maintenance or improvement expenses shall be

assessed in equal shares to all lot owners.

14. Assessments for Improvement Expenses: Improvement expenses shall be identified by the location within Group 1, 2 3, or 4 along the length of the Road, and those lot owners within the group where the improvement occurs and owners within other higher-numbered groups that make use of the portion of the Road where the improvement is located shall be assessed the approved cost of the improvement in equal shares. Upon completion of the improvement excess funds collected for the specific improvement, if any, shall be refunded in equal shares to owners who paid for the improvement.

15. Responsibility for Repair of Damages Caused by Owners, and Assessments of Impact Fees for New Construction. Damages to existing Road and associated improvements caused by the activities of Owners, or of those accessing Owner's property, if not repaired by the party responsible for causing such damages, shall be repaired by the responsible Owner. The Association shall have the right to assess a one-time impact fee on an Owner that constructs a home or otherwise makes improvements to their property that generates unusual or excessive volumes of traffic. Such impact fee assessments shall not be less than the costs of repairing damage caused to the existing roadway and associated improvements as they existed prior to the start of construction activities as determined in good faith by the Association.

16. Dispute Resolution. The signatories to this Agreement agree to make every reasonable effort to meet in person and confer for the purpose of resolving disputes and claims arising under this agreement by good faith negotiation. If unable to resolve disputes or claims within a reasonable period of time the undersigned agree to proceed in accordance with the Association's Bylaws regarding dispute resolution procedures, which may include mediation and arbitration of any unresolved dispute or claims. The undersigned further agree and recognize that dispute resolution procedures stated in the Association's Bylaws do not apply to provisions for Collection of Assessments and Enforcement stated herein.

17. Collection of Assessments. Collection of the assessments shall be conducted in accordance with Chapter 47F of the North Carolina General Statutes. If an assessment is not paid to the Association by the lot or subdivided parcel owner within sixty (60) days after the notice of the assessment is provided to the Owner, of if other arrangements for payment of the assessment between the Owner and the association have not been successfully concluded, the assessment shall become a lien on the lot or parcel of the non-paying Owner and the Association shall have a right to file a Claim of Lien against such lot in the office of the Clerk of Superior Court of Buncombe County and to foreclose on such lien as is permitted under the provisions of Chapter 47F-3-116 of the North Carolina Planned Community Act., including interest on all past due amounts not to exceed eighteen percent (18%), and reasonable attorney fees and court costs. As an alternative to pursuit of a lien and foreclosure, the Association may bring an action to collect any unpaid sum due from an Owner in the appropriate Buncombe County court, and in addition to the unpaid assessment, the Association shall be entitled to collection of reasonable attorney fees, court costs and interest at the rate of eighteen percent (18%) from the date the assessment became overdue.

18. Enforcement. The provisions of this Road Maintenance Agreement may be enforced by the Association. Enforcement may be by proceedings at law or in equity against any person or persons violating any provision of the Agreement, either to restrain such violation or to recover damages. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

19. Amendment. The covenants, conditions, and restrictions of the Agreement shall run with and bind the Lynn Cove Properties and insure to the benefit and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a period 20 years from the date this Agreement is recorded, after which time this Agreement shall be automatically extended for successive periods of five (5) years. Pursuant to N.C.G.S. 47F-2-117 of the North Carolina Planned Community Act, the provisions of the Agreement may be amended and restated at any time by an instrument signed by 67% of the Lot Owners.

20. Property Ownership. The signatories to this Agreement warrant that they are owners of the lots shown adjacent to their signatures and have good and sufficient right to execute this Agreement.

21. Severability. Invalidation of any of these provisions shall in no way affect any of the other provisions, which shall remain in full force and effect.

22. Any inconsistencies between this Agreement and Original Road Maintenance Agreements shall be resolved in accordance with the terms of this Agreement.

23. This agreement is for the mutual benefit of all of the Owners, their heirs and assigns and shall run with the lands of the undersigned owners and any subsequent owner or of any other parties bound or who become bound by the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed the foregoing as of the day and year first above written.

[SIGNATURES AND ACKNOWLEDGEMENTS FOLLOW]

(SEAL)

Lynn Cove Extension Road Maintenance Association, Inc.

By: John Thomas McGrann, Jr.

TITLE: President

STATE OF North Carolina

COUNTY OF Buncombe

I, Matthew A. Maultsby, a Notary Public of the County and State aforesaid, certify that John T. McGrann, Jr. personally came before me this day and acknowledged he is the President of Lynn Cove Extension Road Maintenance Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this 15th day of December, 2016.

MATTHEW A MAULTSBY NOTARY PUBLIC BUNCOMBE COUNTY, NC My Commission Expires December 18, 2017

NOTARY PUBLIC

My Commission Expires 12/18/2017

Buncombe County Parcel Identification Number:

9751-82-8047-0000
9751-92-0203-0000
9751-92-1526-0000

Wm. S. Chalk (SEAL)

Wm. S. Chalk (Printed Name)
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Ashley T. Narramore, a Notary Public of the County and State aforesaid, certify that William Stewart Chalk personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 18 day of July, 2016.

Ashley T. Narramore
NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7-24-19

Buncombe County Parcel Identification Number:
9751-92-2103-00000

(SEAL)

Elizabeth Caughman Payne (Printed Name)
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Ashley T. Narramore, a Notary Public of the County and State aforesaid, certify that Elizabeth Caughman Payne personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 18 day of July, 2016.

NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7 24 19

Buncombe County Parcel Identification Number:

9751-92-3162-00000

(SEAL)

LAWRENCE ALLAN BLINN (Printed Name)
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, ASHLEY T. NARRAMORE, a Notary Public of the County and State aforesaid, certify that LAWRENCE ALLAN BLINN personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 18 day of July, 2016.

NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7-24-19

Buncombe County Parcel Identification Number:

9751-92-6280-0000

Mary Park Ford (SEAL)

MARY PARK FORD (Printed Name)
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Ashley T. Narramore, a Notary Public of the County and State aforesaid, certify that MARY PARK FORD personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 18 day of July, 2016.

Ashley T. Narramore
NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7-24-19

Buncombe County Parcel Identification Number:
9751-91-7474-00000

(SEAL)

ADAM REED (Printed Name)

Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Ashley T. Narramore, a Notary Public of the County and State aforesaid, certify that ADAM BROOKS REED personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 18 day of July, 2016.

NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7/24/19

Buncombe County Parcel Identification Number:
9751-92-7676-00000

_____ (SEAL)
Monty McCutchen
Owner

_____ (SEAL)
Terri Sigler
Owner

STATE OF North Carolina

COUNTY OF Buncombe

I, Tyler Mundy, a Notary Public of the County and State aforesaid, certify that Monty McCutchen and Terri Sigler personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 26th day of September, 2016.

_____
NOTARY PUBLIC

TYLER MUNDY
NOTARY PUBLIC
My Commission Expires
12-20-2020
HENDERSON COUNTY, NC

My commission expires: 12-20-2020

Buncombe County Parcel Identification Number:
9751-92-6896-00000

The Craig-Wise Family Partnership

Hollis Wise POA for Rankin Craig (SEAL)

Hollis Wise POA for RankinCraig
(Printed Name)

General Partner
(Title)

STATE OF Georgia

COUNTY OF Fulton

I, INDIA LYNN, a Notary Public of the County and State aforesaid, certify that Hollis Wise personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 27th day of July, 2016.

INDIA LYNN
NOTARY PUBLIC
GEORGIA
MAY 15, 2018
FULTON COUNTY

NOTARY PUBLIC

My commission expires: May 15, 2018

Buncombe County Parcel Identification Number:
9751-93-5021-00000

Russell Scott (SEAL)
Russell Scott
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, ASHLEY T. NARRAMORE, a Notary Public of the County and State aforesaid, certify that Russell Scott personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 27 day of July, 2016.

Ashley T. Narramore
Notary Public
Buncombe County, NC

NOTARY PUBLIC

My commission expires: 7 24 19

Buncombe County PIN
9751-93-7126-00000

Barry Zipper (SEAL)

Owner

STATE OF North Carolina

COUNTY OF Orange

I, Jillian S. Case, a Notary Public of the County and State aforesaid, certify that Barry Zipper personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of September, 2016.

NOTARY PUBLIC

My commission expires: 10/13/2018

JILLIAN S CASE
NOTARY PUBLIC
My Commission Expires
10-13-2018
ALAMANCE COUNTY, NC

Buncombe County Parcel Identification Number:
9761-03-0038-00000

Christopher R Young (SEAL)
Christopher R. Young
Owner

Nina H Young (SEAL)
Nina H. Young
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, ASHLEY T. NARRAMORE, a Notary Public of the County and State aforesaid, certify that Christopher R. Young and Nina H. Young personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 28 day of July, 2016.

Ashley T. Narramore
NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7-24-19

book 5514, Page: 1024 Page 18 of 20

Buncombe County Parcel Identification Number:
9761-02-4820-00000

Marc F. Gustafson Living Trust dated September 25, 2001, and any amendments thereto

Marc F. Gustafson (SEAL)
Marc. F. Gustafson
Trustee

Margaret Ann Gustafson Living Trust dated September 25, 2001, and any amendments thereto

Margaret Ann Gustafson (SEAL)
Margaret Ann Gustafson
Trustee

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Ashley T. Narramore, a Notary Public of the County and State aforesaid, certify that Marc F. Gustafson and Margaret Ann Gustafson personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 28 day of July, 2016.

NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7-24-19

Buncombe County Parcel Identification Number:
9751-93-4302-00000

John Thomas McGrann, Jr. Revocable Trust dated June 19, 2012, and any amendments thereto

(SEAL)
John Thomas McGrann, Jr.
Trustee

Karen A. Waters Revocable Trust dated June 19, 2012, and any amendments thereto

(SEAL)
Karen Ann Waters
Trustee

STATE OF North Carolina

COUNTY OF Buncombe

I, Sherry Richardson, a Notary Public of the County and State aforesaid, certify that John Thomas McGrann, Jr. and Karen Ann Waters personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this

29 day of July, 2016.

SHERRY RICHARDSON NOTARY PUBLIC BUNCOMBE COUNTY, NC My Commission Expires 01-21-2020

NOTARY PUBLIC

My commission expires: 1/21/2020

Buncombe County Parcel Identification Numbers:
9751-93-7548-00000
9761-03-1719-00000

Stewart Stokes (SEAL)
Stewart Stokes
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, ASHLEY T. NARRAMORE, a Notary Public of the County and State aforesaid, certify that Stewart Stokes personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 26th day of July, 2016.

NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7/24/19

Buncombe County Parcel Identification Number:

9761-02-7541-00000
9761-02-8817-00000

Gary E Cox (SEAL)

GARY E COX (Printed Name)
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, ASHLEY T. NARRAMORE, a Notary Public of the County and State aforesaid, certify that GARY Eugene COX personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 18 day of July, 2016.

Ashley Narramore
NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7-24-19

Buncombe County Parcel Identification Numbers:
9761-03-4234-00000
9761-03-5008-00000
9761-03-4421-00000
9761-03-2363-00000

(SEAL)
Deborah B. Vanderslice
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, ASHLEY T. NARRAMORE, a Notary Public of the County and State aforesaid, certify that Deborah B. Vanderslice personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 20 day of July, 2016.

NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7 24 19

Buncombe County Parcel Identification Number:
9761-03-3962-00000

_____ (SEAL)
Keelan J. McCoy
Owner

_____ (SEAL)
Lenoard M. Strom
Owner

STATE OF NC

COUNTY OF Buncombe

I, Inna Clamser, **a Notary Public of the County and State aforesaid, certify that Keelan J. McCoy and Lenoard M. Strom personally appeared before me this day and acknowledged the execution of the foregoing instrument.**

Witness my hand and official stamp or seal,

this 9th **day of** Sept, **2016.**

INNA CLAMSER NOTARY PUBLIC MAY 25, 2017 HENDERSON COUNTY, NC

_____
NOTARY PUBLIC

My commission expires: 05.06.2017

Buncombe County Parcel Identification Numbers:
9761-03-7889-00000, 9761-13-2893-00000, 9761-05-6492-00000, 9761-04-9951-00000, 9761-14-7461-00000, 9761-13-5921-00000, 9761-22-3706-00000, and 9761-12-7026-00000.

Bank of the Ozarks

Denise Schmidt (SEAL)

Denise Schmidt
(Printed Name)
Vice President
(Title)

STATE OF NORTH CAROLINA

COUNTY OF Cleveland

I, Anne W. Sale, a Notary Public of the County and State aforesaid, certify that Denise Schmidt personally came before me this day and acknowledged that he/she is a Vice President of the Bank of the Ozarks, an Arkansas State Bank, and that by authority duly given the foregoing instrument was signed in its name by its Vice President.

Witness my hand and official stamp or seal, this 28th day of July 2016.

ANNE W. SALE NOTARY PUBLIC CLEVELAND COUNTY, NC

Anne W. Sale
NOTARY PUBLIC

My commission expires: March 7, 2020

BUNCOMBE COUNTY PINS:
9761-13-3353-00000
9761-13-5405-00000
9761-13-1151-00000

Michael W. Howard (SEAL)
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

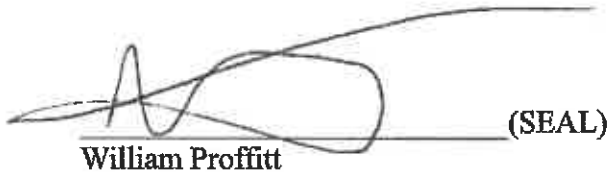
I, ASHLEY T. NARRAMORE, a Notary Public of the County and State aforesaid, certify that MICHAEL WILLIAM HOWARD personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13 day of July, 2016.

Ashley T. Narramore
NOTARY PUBLIC

My commission expires: 7-24-19

Ashley T. Narramore
Notary Public
Buncombe County, NC

Buncombe County Parcel Identification Number:
9761-12-2988-00000



(SEAL)
William Proffitt
Owner

Leanna Proffitt (SEAL)
Leanna Proffitt
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, ASHLEY T. NARRAMORE, a Notary Public of the County and State aforesaid, *certify that William Proffitt and Leanna Proffit personally appeared before me this day* and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 18 day of July, 2016.

NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7 24 19

Buncombe County Parcel Identification Number:

9761 03 9162 00000

(SEAL)

RALPH DAMATO (Printed Name)
Owner

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, ASHLEY T. NARRAMORE, a Notary Public of the County and State aforesaid, certify that RALPH PATRICK DAMATO personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 18 day of July, 2016.

NOTARY PUBLIC

Ashley T. Narramore
Notary Public
Buncombe County, NC

My commission expires: 7/24/19

Buncombe County Parcel Identification Number:
9761-04-8272-00000

J. Carolyn Gezon (SEAL)
J. Carolyn Gezon
Owner

STATE OF Utah

COUNTY OF Salt Lake

I, LeeAnne Christiansen, a Notary Public of the County and State aforesaid, certify that J. Carolyn Gezon personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 11th day of January, ~~2016~~ 2017.

NOTARY PUBLIC
LEEANNE CHRISTIANSEN
Commission No. 679547
Commission Expires
OCTOBER 14, 2018
STATE OF UTAH

LeeAnne Christiansen
NOTARY PUBLIC

My commission expires: 10-14-2018

Buncombe County Parcel Identification Number:
9761-03-5470-00000

Don V. Jackson (SEAL)
Don V. Jackson
Owner

Davie H. Jackson (SEAL)
Davie H. Jackson
Owner

CHRISTY A. HENSLEY NOTARY MY COMM. EXPIRES 4/26/17 PUBLIC BUNCOMBE COUNTY, NC

CHRISTY A. HENSLEY NOTARY MY COMM. EXPIRES 4/26/17 PUBLIC BUNCOMBE COUNTY, NC

STATE OF North Carolina

COUNTY OF Buncombe

I, Christy A. Hensley, a Notary Public of the County and State aforesaid, certify that Don V. Jackson and Davie H. Jackson personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal,

this 19th day of January 2017.

Christy A. Hensley
NOTARY PUBLIC

My commission expires: 4-26-17