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Prepared by: Gayle E. Ramsey
One North Gaston Street
Brevard, NC 28712

REGISTERED

1999 NOV -4 P 3: 54

DECLARATION OF

DTTC W. DEBRUN
REGISTER OF DEEDS
BUNCOMBE COUNTY, N.C.

RESTRICTIVE AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that NC TIMBERLINE, LLC, a Delaware Limited Liability Company (hereinafter referred to as "Developer"), is the owner and developer of that certain property (hereinafter referred to as "the Development") which is situate, lying and being in Broad River Township, Buncombe County, North Carolina, and more particularly described as being all of Lots 4-14 and 20-21 of Bear Track Subdivision as shown on a plat thereof recorded in Plat Book 72, page 111, Records of Plats for Buncombe County, and all of Lots 1-25 of Section VII (now known as Section I) of Rock Creek Hills as shown on a plat thereof recorded in Plat Book 62, page 60, Records of Plats for Buncombe County.

Developer intends to sell and convey the lots and parcels situated within the Development and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of all of the lots and parcels in the Development and the owners and future owners thereof.

NOW, THEREFORE, Developer declares that all of the lots and parcels hereinabove designated and such additional property as may by subsequent amendment or supplemental declaration be added to and subjected to this Declaration are held and shall be held, conveyed, and hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and parcels and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots and parcels; to create privity of contract and estate between the owners of such lots, their heirs, successors and assigns; and shall, as to the owner of each such lot or parcel, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development and their respective owners, present and future.

ARTICLE I
LAND USE AND STRUCTURE TYPE

All numbered lots and parcels in the Development shown on the recorded plat hereinabove referred to are hereby designated single-family residential as to their permissible uses. No trade or business of any kind may be conducted on any lot, nor may any trade materials or inventories be stored upon any lot. Lease or rental of a dwelling for residential purposes shall not be considered to be a violation of this covenant.

No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single-family dwelling, not to exceed two and one-half (2½) stories in height, together with a porch, terrace, private garage or carport and one additional building, which must be enclosed on all four sides, and may be used for the purpose of storing or housing household furniture and other personal possessions, boats, cars, recreational vehicles, lawn and garden equipment, and household pets. In the event that horses or ponies are kept on any lot, an additional structure for housing such animals may be erected or placed on the lot provided that such structure is kept in good repair and conforms generally in appearance with the dwelling located on such lot although it need not be constructed of materials identical to said dwelling.

Each dwelling constructed, erected or situated on a lot shall have fully enclosed floor area (exclusive of any roofed or unroofed porch, terrace, garage, carport or other areas not enclosed by the main structure) which shall contain not less than 1,200 square feet of fully enclosed floor area. All structures constructed, erected, situated or altered on any lot must be harmonious as to quality of workmanship and materials, harmony of external design and color (the exterior of such structures must be painted in earthtone colors) with existing structures and the natural environment.

**ARTICLE II
TEMPORARY STRUCTURES**

No motor vehicles or structures of a temporary character, including but not limited to, any trailer, tractor trailer, mobile home, basement, tent, shack, garage, carport, shed or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any trailer, tractor trailer, single-wide or double-wide mobile home/manufactured home, manufactured dwelling, modular building, bus, tent, shack or type of structure, whether temporary or permanent, not specifically authorized by these covenants or any amendment thereto be placed on any lot at any time, provided, however, that a lot owner may use his or her lot for camping with a tent, recreational vehicle (RV) or professionally manufactured camper trailer for no more than 30 consecutive days.

**ARTICLE III
BUILDING LOCATION**

No building shall be located on any lot nearer to the lot lines or nearer to the street lines than the minimum building setback lines shown on any plat which Developer may prepare and record of lots in the immediate vicinity thereof. In the event that no minimum building setback line is shown on a plat, all buildings shall be at least the minimum distance specified by the governmental authority having jurisdiction over building setback requirements, and no structure other than a fence may be built within 15 feet of any lot line.

**ARTICLE IV
NUISANCES**

It shall be the responsibility of each lot owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her lot. No lot shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any plant, substance, animal, thing, device or material be kept upon any lot that will be noxious, noisy, dangerous, unsightly, or unpleasant or which will emit foul or obnoxious odors or will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Development. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the lot. Construction of improvements on any lot, once commenced, shall be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within ninety (90) days, shall be deemed nuisances. The Association may remove any such nuisances or repair or complete the same at the expense of the owner, the cost of which shall be levied as an assessment against the owner's lot.

Noxious or offensive activity shall include but shall not be limited to (1) a public nuisance or nuisance *per se*, (2) any behavior which is inconsistent with both a reasonable pleasurable use of the properties of the owners of lots and parcels in the Development, their tenants and guests, and their reasonable expectation of vacationing, year-round living, studying, working and recreating, free of excessively noisy behavior grossly disrespecting the rights of others, (3) flashing or excessively bright lights, (4) racing vehicles (regardless of the number of wheels), (5) offensive displays of public sexuality, (6) public drunkenness, (7) significantly loud electronic music distractions or vibrations which extend beyond property lines, (8) the discharge of fireworks, (9) the assembly and disassembly of motor vehicles and other mechanical devices which might tend to create disorderly, unsightly or unkept conditions, (10) parking or storing any junked, inoperable or unlicensed automobiles, trucks or heavy equipment on any lot or road in the Development, or (11) other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the lots in the Development.

**ARTICLE V
MAINTENANCE OF LOTS**

All lots whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent them from becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Bear Track/Rock Creek Hills Property Owners

Association, Inc. (sometimes hereafter referred to as "the Association") shall have the right, through its agents, employees and contractors to do so, the cost of which shall be levied as an assessment against the owner of the lot. Neither the Association, nor any of its agents, employees or contractors shall be liable for any damage which may result from any such maintenance work.

**ARTICLE VI
PETS**

No swine, cattle or poultry may be kept on any lot in the Development at any time; however, horses, ponies and normal household pets such as dogs and cats may be kept on lots in the Development provided that they are not bred or maintained for commercial purposes. No more than one horse or pony per acre may be kept on any lot, and any such animal must be housed in a barn or other similar structure and enclosed within a fence.

Any pet shall be muzzled which consistently barks, howls or makes other disturbing noises which might be reasonably expected to disturb any other lot owner or his tenants or guests. The breach of any of these restrictions, obligations and duties shall be a noxious and offensive activity constituting a private nuisance.

**ARTICLE VII
SEWERAGE DISPOSAL**

No sewerage system shall be permitted on any lot except such system as is located, constructed, and equipped in accordance with the minimum requirements of the State Board of Health. Approval of such system shall be obtained from the health authority having jurisdiction.

**ARTICLE VIII
LIMITED ACCESS**

There shall be no access to any lot on the perimeter of the Development except from designated streets or roads within the Development as shown on the recorded plats of the Development without the express written consent of Developer which must be recorded in the Office of the Register of Deeds for Buncombe County, North Carolina.

**ARTICLE IX
RESUBDIVISION OF LOTS**

Except as set out below, no lot or parcel, with the exception of those lots or parcels owned by Developer, shall be further divided, however, Developer shall have the absolute right, in Developer's sole discretion, to combine and divide or redivide any lots or parcels owned by Developer and to place on record plats of any such combined, divided or redivided lots or parcels and to submit or withdraw said lots or parcels from the provisions of these covenants without the consent or joinder of the owners of the other lots and parcels in the Development.

Lot owners other than Developer may only divide a lot or parcel by dividing it in such a manner that it is either completely absorbed by one or more of the adjoining lots or parcels thus creating one or more adjoining lots or parcels which are larger than when originally platted and shown on recorded subdivision plats, or it is partially absorbed by one or more of the adjoining lots or parcels and the remaining portion thereof forms a lot which is not less than one acre in size.

**ARTICLE X
PROHIBITION OF OIL AND GAS WELLS AND SUBSURFACE MINING**

No well for the production of, or from which there may be produced, oil, gas or minerals shall be dug or operated upon any lot not owned by Developer, nor shall any machinery, appliance or structure ever be placed, operated or maintained thereon in connection therewith, nor shall there be any subsurface mining or drilling activity thereon; provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with the installation of utilities and communication facilities and any activity associated with soil testing, construction of building foundations or master drainage control.

Any grading or other land use which creates erosion runoff into streams or other lots is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity as defined in Article IV of these covenants.

**ARTICLE XI
FIREARMS**

Each lot owner shall have the right to hunt on the lot owned by such lot owner provided that no firearm shall be discharged within 100 feet of any lot line or designated street or road within the Development as shown on the recorded plats of the Development.

**ARTICLE XII
OTHER COVENANTS**

Some of the lots in the Development have been previously subjected to the provisions of other restrictive covenants which are recorded in Book 1375, page 501, Records of Deeds for Buncombe County. At the time of the execution and recordation of this Declaration, the Developer is attempting to secure the release of all of the lots in the Development from said other covenants in order to ensure that all of the lots in the Development will be subject to only one set of restrictions which will be universally applicable to all of the lots in the Development. Therefore, in order to facilitate the development of the property which comprises the Development in a manner which is consistent with this Declaration, and, insofar as is possible, to prevent any conflict between the applicability of the provisions of said other covenants and those of this Declaration, Developer reserves the sole right to enforce the terms and provisions of said other covenants insofar as they are applicable to lots in the Development including any violations thereof, and no owner of any lot in the Development which is subject to said other covenants shall have any right to enforce said other covenants insofar as they relate to any violation of the terms thereof by the owner of another lot in the Development which is also subject to said other covenants, it being the intent of this Declaration to substitute, insofar as is possible, the terms and provisions of this Declaration for the terms and provisions of said other covenants.

**ARTICLE XIII
CLOTHESLINES, GARBAGE CANS, TANKS, WOODPILES, ETC.**

All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other lots, streets and areas in the Development outside of the lot on which such items are located. Each lot owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon. Furthermore no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types of cleaning apparatus shall be hung or placed outside of any structure located on any lot in the Development in such a manner as to be visible from any street, or other lot or area located in the Development.

**ARTICLE XIV
TREE REMOVAL AND SITE CLEANING**

No commercial cutting of timber shall be permitted on any lot. However, the clearing of homesites or pastures is permitted provided that no more than 20% of any lot may be cleared without the prior approval of the Board of Directors.

**ARTICLE XV
SIGNS**

No sign or billboard of any type shall be erected or placed on any lot other than one "For Sale" for "For Rent" sign.

**ARTICLE XVI
OUTDOOR LIGHTING**

No outdoor lighting shall be utilized on any lot which unreasonably interferes with the privacy of any other lot owner and such other lot owner's use and enjoyment of his lot at any time.

**ARTICLE XVII
PARKING OF VEHICLES**

No trailer, tractor trailer, bus, truck, tractor, recreational vehicle, camper trailer, boat trailer or any other transportation device other than an automobile or a pickup truck may be parked on any road or street in the Development.

**ARTICLE XVIII
ENERGY CONSERVATION EQUIPMENT**

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any lot unless it is an integral and harmonious part of the architectural design of a structure.

**ARTICLE XIX
EASEMENTS**

The following easements over each lot or parcel and the right to ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to Developer, Developer's successors, assigns or licensees:

A. UTILITIES. A fifteen (15) foot wide strip running along the inside of all lot lines, however, where lot lines run along the center of roads or along road right-of-way lines, such strips shall, at the option of Developer, run along either the inside or the outside of the road right-of-way line, but Developer, after having located said fifteen foot wide strip on a particular lot, may not thereafter relocate said strip on said lot without the express written consent of the owner of said lot. Said strips shall be used for the installation, maintenance and operation of utilities, including radio and television transmission cables, and the accessory right to locate guy wires, braces or anchors or to cut, trim or remove trees and plantings wherever necessary upon such lots in connection with such installation, maintenance and operation.

B. ROADS. An easement on, over and under all roads in the Development for the purpose of installing, maintaining and operating utilities thereon or thereunder; for the purpose of drainage control; for access to any lot or parcel; and for the purpose of maintenance of said roads.

C. OTHER EASEMENTS. Any other easements shown on recorded plats of portions of the Development.

D. USE OF AND MAINTENANCE BY OWNERS. The areas of any lots affected by the easements reserved herein shall be maintained continuously by the owners of such lots, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owners of said improvements except those for which a public authority or public authority or utility company is responsible.

**ARTICLE XX
BEAR TRACK/ ROCK CREEK HILLS PROPERTY OWNERS ASSOCIATION, INC.**

Section 1. Membership

Every person (or entity) who/which is a record owner of a fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to have a membership in Bear Track/ Rock Creek Hills Property Owners Association, Inc. Membership shall be appurtenant to and may not be

separated from such ownership. The foregoing is not intended to include persons who hold interests merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event that a owner of a lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided for in the bylaws and rules and regulations of the Association.

Section 2. Voting

The Association shall have two classes of membership, Class A and Class B, as follows:

(a) Class A members shall be all owners with the exception of the Class B members, if any. Class A members shall be entitled on all issues to one vote for each lot in which they hold the interest required for membership by Section 1 hereof; however, there shall be only one vote per lot regardless of the number of persons or other entities owning an interest in a particular lot.

(b) The Class B member shall be the Declarant or any successor of the Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant. The Class B member shall originally be entitled to two votes for each lot in which it holds the interest required for membership by Section 1 hereof on all issues on which the Class B member is entitled to vote; this number shall be decreased by one vote for each Class A member existing at any one time. The Class B membership shall terminate and become converted to Class A membership upon the happening of the earlier of the following: (i) when the total outstanding Class A votes equal or exceed 46; (ii) January 1, 2002; or (iii) when, at its discretion, the Declarant so determines. From and after the happening of these events, whichever occurs sooner, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interest required for membership under Section 1 hereof. At such time, the Declarant shall call a meeting, as provided in the bylaws of the Association for special meetings, advising the membership of the termination of Class B status.

Section 3. Assessments

Each lot in the Development is served by roads which connect the Development with the public road. The owner of each lot, with the exception of Developer, shall, by the acceptance of a deed or other conveyance for such lot, be deemed obligated to pay to the Association an annual assessment or charge for the purposes stated within this article to be fixed, established, and collected on a lot by lot basis as hereinafter provided. Said annual assessment or charge shall be due on a date to be established by the Association and pursuant to reasonable advance notice given in writing to all lot owners. Upon demand, the Association shall furnish to any owner or mortgagee a certificate showing the assessments or charges or installments thereof due as of any given date. Each lot made subject to these restrictions is hereby made subject to a continuing lien to secure the payment of each assessment or charge when due.

The funds collected from said assessments may be used for any or all of the following purposes: maintaining the entrance and gate and landscaping the entrance, maintaining, operating, improving and replacing roads within the Development; protection of property from erosion; maintaining lots as provided in Article V herein; enforcement of these restrictions; paying taxes and other indebtedness of the Association, including insurance premiums, governmental charges of all kinds and descriptions; legal and accounting fees; and, in addition, doing any other things necessary or desirable in the opinion of the Association to maintain the Development in neat and good order and to provide for the health, welfare and safety of owners and residents of the Development.

Section 4. Enforcement Procedures

Upon the failure of the owner of any lot to pay any assessment or charge when due, the Association shall have the right to collect the amount thereof by an action at law against the owner as for a debt, and may bring and maintain such other suits and proceedings at law or at equity as may be available. Such rights and powers shall continue in the Association and the lien of such charge shall be deemed to run with the land; and the successive owners of each lot, by the acceptance of deeds therefor, shall be deemed personally to assume and agree to pay all unpaid assessments or charges or additional assessments which have been levied against the property and all assessments

or charges or additional assessments which shall become a lien thereon during their ownership. Any assessment or charge levied against a lot remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that lot when a claim of lien (sometimes herein referred to as a "Notice of Assessment and Lien") setting forth the name and address of the Association, the name of the record owner of the lot at the time the lien is filed, a description of the lot and the amount of the lien claimed is filed of record in the office of the Clerk of Superior Court for Buncombe County. Upon the filing of any such lien pursuant to the authority granted under this Declaration, the Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the North Carolina General Statutes. All liens levied pursuant to the provisions of these Covenants shall include the amount of any unpaid assessments, plus any other charges thereon, including a late charge of TWENTY-FIVE DOLLARS (\$25.00) to cover administrative expenses, interest at one and one-half percent (1½%) per month from the due date, and costs of collection, including attorneys' fees. Each Notice of Assessment and Lien shall be signed by the Association or such other person or legal entity to whom the Association may assign the authority to file Notices of Assessments and Liens pursuant to a document filed in the office of the Register of Deeds for Buncombe County. Such lien shall be prior to all other liens recorded subsequent to the filing of such Notice of Assessment and Lien. Each owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association, or such other person or legal entity to whom the Association may assign the authority to file Notices of Assessments and Liens, the right and power to bring all actions against said owner personally for the collection of such charges set out in said Notice of Assessment and Lien as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement for real property. The lien provided for in this Article shall be in favor of the Association and it shall have the power to bid on the lot in any foreclosure proceeding or to acquire, hold, lease, mortgage, or convey the lot. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged damage, inconvenience or discomfort arising from the completion by the Association of repairs or improvements or removal of nuisances pursuant to the provisions of Article IV of these Covenants or for any maintenance performed by the Association pursuant to the provisions of Article V of these Covenants. All payments shall be applied first to costs and attorney fees, then to late charges, then to interest, then to delinquent assessments. Upon payment of all assessments and other charges, costs and fees provided for in a particular Notice of Assessment and Lien, or other satisfaction thereof, the party filing said lien shall cause to be recorded a further notice stating satisfaction and the release of the lien thereof.

Section 5. Period of Declarant Control

As provided for in the bylaws of the Association, the directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant so long as the Class B membership exists, as set forth in this Declaration, unless the Declarant shall earlier surrender this right to select directors. The directors selected by the Declarant need not be owners or residents in the Development. After the period of declarant appointment, all directors must be members of the Association.

ARTICLE XXI STREAMS

No lot owner shall pollute any stream or lake in the Development nor shall any lot owner cause or allow any stream in the Development which may flow across his lot to be diverted in part or in whole from its natural direction and course of flow. No solid or liquid waste of any kind shall be drained, dumped or disposed of in any way into open ditches or water courses.

ARTICLE XXII AMENDMENT

This Declaration may be amended at any time and from time to time either by the recordation in the office of the Register of Deeds for Buncombe County, North Carolina, of a written amendment to these restrictions signed by the owners of at least sixty-seven percent (67%) of the lots in the Development, and also by the Developer so long as Developer shall own any lots which are subject to this Declaration, or by the recordation in said office of a document prepared and executed by the Secretary of the Board of Directors certifying that the amendment to the declaration set out therein has been approved by the affirmative vote of at least sixty-seven percent (67%) of the votes in the

Association. The signatures appearing on such documents shall be properly notarized and any such amendment shall become effective upon the date of its recordation in the office of the Register of Deeds for Buncombe County, North Carolina, unless a latter effective date is specified therein.

**ARTICLE XXIII
TERM**

All of the restrictions, conditions, covenants, charges, easements and agreements contained in this Declaration shall run with the land and be binding on all parties and all persons claiming under them up to and including January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a written instrument executed by a majority of the then owners of said lots, and duly recorded in the office of the Register of Deeds for Buncombe County within three months of any anniversary date of any such automatic renewal, it is agreed to change said covenants in whole or in part.

**ARTICLE XXIV
GRANTEE'S ACCEPTANCE**

Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and all amendments thereto, and to the jurisdiction, rights, powers, privileges and immunities of Developer and the Association herein provided for. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with Developer and the grantee or purchaser of each other lot or parcel to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration, and all amendments and supplemental declarations thereto.

**ARTICLE XXV
SUSPENSION OF RESTRICTIONS**

The provisions of this Declaration which are applicable to improvements, use and occupancy shall be suspended as to any lot, parcel or other area while and so long as the same is owned by or leased to the State of North Carolina or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such lot, parcel or area for the purposes for which it was acquired or leased. On cessation of such use, such provisions shall become applicable again in their entirety. While owning or leasing and using, such owner shall not have rights as a member of the Association nor shall it be liable for any Association assessments.

**ARTICLE XXVI
ENFORCEMENT**

Developer and each person to whose benefit these restrictions inure, including Bear Track/Rock Creek Hills Property Owners Association, Inc., and other lot owners in the Development, may proceed at law or in equity against any person or other legal entity violating or attempting to violate any provisions of these restrictions, either to restrain violation, to recover damages, or both.

**ARTICLE XXVII
SEVERABILITY**

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

**ARTICLE XXVIII
DEVELOPER'S RIGHTS**

Developer's rights under this Declaration may be assigned at any time, in whole or in part, to any other person, persons or legal entity including, but not limited to, the Association.

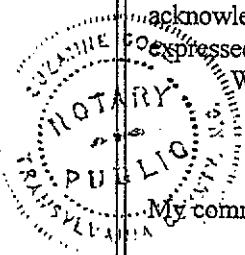
IN WITNESS WHEREOF, the Developer has executed this Declaration, this 2nd day of November, 1999.

NC TIMBERLINE, LLC,
a Delaware Limited Liability Company

By: Mark R. Adkins (SEAL)
Mark R. Adkins, Agent

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

I, Suzanne Gore, a Notary Public of the State and County aforesaid, do hereby certify that MARK R. ADKINS, Agent for all of the Members of NC TIMBERLINE, LLC, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and on behalf of NC TIMBERLINE, LLC, and that his authority to execute and acknowledge said instrument is contained in a instrument dated September 21, 1999, which was duly executed and acknowledged on September 21, 1999, and recorded in the office of the Register of Deeds for Buncombe County, North Carolina, on September 23, 1999, in Deed Book 2171, page 41, and that this instrument was executed under and by virtue of the authority given by said instrument; that the said MARK R. ADKINS, Agent for all of the Members of NC TIMBERLINE, LLC, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of NC TIMBERLINE, LLC.



WITNESS my hand and Notarial Seal, this the 2nd day of November, 1999.

Suzanne Gore
Notary Public

My commission expires: 10-17-2001

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

The foregoing certificate of Suzanne Gore, Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book _____, page _____. This 4 day of November, 1999, at 3:54 o'clock P.M.

Otto W DeBull
Register of Deeds

By: Jeri W Davis
Deputy Register of Deeds