

STATE OF NORTH CAROLINA
COUNTY OF GRAHAM

RESTRICTIVE COVENANTS, RESTRICTIONS,
EASEMENTS, RESERVATIONS, TERMS AND
CONDITIONS GOVERNING
DOUBLE SPRINGS DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS, that KIT. O. DeHART and wife, MARY E. DeHART, and ELMO J. DeHART and wife, KATHY G. DeHART hereinafter referred to as "Developers" do hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any lot or parcel of land which is a part or parcel of the property located in Stecoah Township, Graham County, North Carolina, and more particularly described in deed dated 14 August, 1995, to Kit O. DeHart and wife, Mary E. DeHart, and Elmo J. DeHart and wife, Kathy DeHart, of record in Deed Book 168, page 088, Graham County Registry, reference to which is hereby made for a metes and bounds description, to be hereafter known as DOUBLE SPRINGS DEVELOPMENT, that said lots and parcels of land are hereby subject to the following covenants, restrictions, easements, reservations, terms and conditions as to the use thereof, and the said covenants, restrictions, easements, reservations, terms and conditions are to run with said property, and every part thereof, by whomsoever owned, to wit:

1) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed 2 1/2 stories in height and a private garage for not more than two automobiles.

2) BUILDING SETBACK. No building to be used as a residence shall be located on any lot nearer to the front line than ten feet, or nearer to the side street line than ten feet. No building shall be located nearer than ten feet to any interior lot line, except that no side yard shall be required for a separate garage not attached to the house. For the purpose of this covenant, eaves, steps, porches and carports shall be included as a part of the building in determining the setback line. Deviations from building line restrictions not in excess of ten percent shall not be construed as a violation of these covenants.

3. DWELLING SIZE. No dwelling shall be permitted having a ground area of the main structure, exclusive of one-story open porches and garages, of less than 1,000 square feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story, including "split-level" dwellings.

4. EASEMENTS. Easements and installation and maintenance of utilities and drainage facilities are necessary for the development of this property. Double Springs Development reserves the right to create and impose additional easements or rights of way over any unsold lot or parcel of land for street, drainage and utility installation purposes by the recording of appropriate documents or instruments and such shall not be construed to invalidate any of these covenants.

5. WAIVER OF UNINTENTIONAL VIOLATION. The Developers or their assigns or successors in interest may waive any unintentional violation of these restrictive covenants by appropriate instrument in writing.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This shall include unsightly activities such as maintaining and/or permitting junked automobiles or other junked pieces of equipment to remain on a lot or lots.

7. HOUSE TRAILER, TRAVEL TRAILERS AND CAMPERS. There shall be no mobile homes, house trailers, campers, tents, motor homes or

other non-permanent dwellings placed upon or allowed to remain upon any lot for camping or residential purposes, except that a mobile home or trailer may be permitted on a lot for a period of up to six months while the building of the dwelling or residence is in progress. This provision shall not be considered to prohibit the keeping of travel trailers, campers or motor homes so long as they are not used as a residence either temporarily or permanently except for the purpose of constructing the residence or dwelling house.

8. FUEL TANKS OR CONTAINERS. All fuel oil tanks or containers for sources of fuel shall be enclosed in a structure in a manner consistent with normal safety precautions. Any structure to be erected for this purpose must be acceptable to and approved by the developers or their designees.

9. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on a lot, but this shall not be construed to prohibit the keeping of household pets, provided they are not kept, bred or maintained for commercial purposes, or in a manner which becomes a nuisance to adjacent or other property owners.

10. SUBDIVISION. No lot or lots shall be subdivided and no lines as set forth in the original deed of conveyance may be altered or changed without the consent of the Developers or their assigns or successors in interest.

11. EXTERIOR MAINTENANCE. The exterior maintenance upon each lot including the maintenance of trees, shrubs, grass, sidewalks, buildings and improvements shall be the responsibility of each individual lot owner. Each individual lot owner shall maintain said exterior portions of his property in a reasonable manner and shall not allow said premises to fall in a state of disrepair that becomes unsightly and/or creates a potential health or safety hazard.

12. COMPLETION OF DWELLING. No dwelling shall be placed or erected on any lot unless it is designed for single family use and is of log, brick, stone, concrete, wood or steel construction. All structures built of concrete blocks upon a lot must be veneered with rock or brick. The exterior of any dwelling or building must be completed in its entirety within 180 days of the date of commencement of erection or placement of said dwelling or building.

13. HUNTING. Hunting shall be expressly prohibited on all of the property covered by these restrictive covenants.

14. ROAD MAINTENANCE AGREEMENT. Each property owner at the time of purchasing any lot or parcel subject to these restrictive covenants shall execute a road maintenance agreement which shall provide for the cost and maintenance of the primary roadway providing access to said lots subject to these restrictive covenants from a state road which shall provide for a shared or pro-rata payment by those persons who have purchased lots which are subject to these restrictive covenants. Such road maintenance agreement shall remain in force and effect until such time as such road may be taken over by the State Department of Transportation.

15. ROAD EASEMENTS. All road easements within the development and those providing ingress and egress for the development shall be 30 feet in width and said easements shall also constitute and be used for utility purposes and utility easements, which utility service may be for electricity, water, gas or telephone systems, and which utility easements shall remain so far as practicable within the outer five feet boundary of either side of the thirty feet wide road easement.

16. TERM. These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these

covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless any instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

17. ENFORCEMENT. Enforcement either to restrain a violation or to recover damages shall be by proceeding at law or at equity against any person or persons violating or attempting to violate any covenant or restriction as set forth herein.

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

19. RIGHT TO INSTALL AND MAINTAIN GATES. All property owners shall have the right and privilege to construct, install and maintain gates at their respective property line, so long as no other property owner has the right to use said roadway being gated.

20. LANDSCAPING. Any disturbed, cultivated or landscaped area of the earth done by a lot owner shall be reclaimed by seeding and reseeded said area within sixty days from the completion of such work.

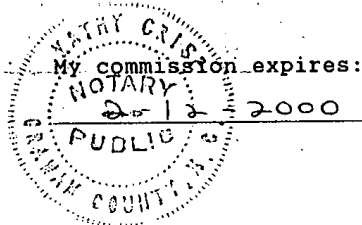
IN TESTIMONY WHEREOF, the undersigned have caused these covenants, restrictions, easements, reservations, terms and conditions to be signed by the owners of Double Springs Development, this 13th day of December, 1995.

KIT O. DeHART (SEAL) MARY E. DeHART (SEAL)
KIT O. DeHART MARY E. DeHART
ELMO J. DeHART (SEAL) KATHY G. DeHART (SEAL)
ELMO J. DeHART KATHY G. DeHART

STATE OF NORTH CAROLINA
COUNTY OF Graham

I, Kathy Crisp, a Notary Public of said State and County, do hereby certify that KIT O. DeHART and wife, MARY E. DeHART, and ELMO J. DeHART and wife, KATHY G. DeHART personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 13th day of December, 1995.



Kathy Crisp
Notary Public

NORTH CAROLINA
GRAHAM COUNTY

The foregoing certificate of Kathy Crisp
Notary Public/Notaries Public is/are hereby certified
to be correct. This instrument was filed for registration
on the 13th day of December, 1995
at 11:16 AM, and recorded in Book 170 at Page
112

Wanda Broome
Register of Deeds

Doc ID: 000291880011 Type: CRP
Recorded: 09/06/2007 at 01:52:11 PM
Fee Amt: Page 1 of 11
Graham County, North Carolina
Carolyn Stewart Register of Deeds
BK **285** PG **111-121**

Prepared by: Elizabeth Brigham

STATE OF NORTH CAROLINA
COUNTY OF GRAHAM

**AMENDED
DECLARATION OF EXCEPTIONS, RESERVATIONS
AND RESTRICTION ON USE FOR
DOUBLE SPRINGS DEVELOPMENT**

THIS AMENDED DECLARATION made this the 6th day of September, 2007 by **KIT O. DEHART and wife, MARY E. DEHART; and ELMO J. DEHART and wife, KATHY G. DEHART**, hereinafter referred to as DEVELOPER;

W I T N E S S E T H:

THAT WHEREAS, the DEVELOPER is the owner of certain tracts or parcels of land lying and being in Graham County, North Carolina, the same being conveyed by deeds in deeds to Kit O DeHart and wife, Mary E. DeHart, and Elmo J. Dehart and wife, Kathy G. DeHart, of record in Book 168 at page 088, Book 146 at page 538, Book 232 at page 658, Book 264 at page 802, Book 235 at page 719 and Book 235 at page 728, Graham County Registry, reference to which are hereby made for a metes and bounds description, to be hereafter known as DOUBLE SPRINGS DEVELOPMENT, reference to which is hereby expressly made for a more complete and particular description of said tracts included in this declaration; and

WHEREAS, DEVELOPER intends to sell said Tracts individually; and,

WHEREAS, DEVELOPER desires that the development of said land be carried on in an orderly manner and in such a way so as to benefit all future owners of Tracts in said Development.

NOW, THEREFORE, DEVELOPER does hereby declare and impose the following



exceptions, reservations and restrictions on use which shall run with the land by whomsoever owned:

1. NORTH CAROLINA PLANNED COMMUNITY ACT. Regardless of the number of tracts that initially or ultimately are included within the Community, Chapter 47F of the North Carolina General Statutes, the North Carolina Planned Community Act, shall apply in full to the Community pursuant North Carolina General Statute 47F-1-102(b)(1).

2. RESERVATION OF SPECIAL DEVELOPER'S RIGHTS. Developer expressly reserves all Special Developer rights as the same are defined in North Carolina General Statute 47F-1-103(28), including, without limitation, the right (a) to complete improvements indicated on plats and plans filed with this Declaration; (b) to exercise any development right; (c) to maintain sales offices, management offices, signs advertising the planned community, and models; (d) to use easements through the common elements for the purpose of making improvements within the planned community or within real estate which may be added to the planned community; (e) to make the planned community part of a larger planned community or group of planned communities; (f) to make the planned community subject to a master association; or (g) to appoint or remove any officer or executive board member of the association or any master association during the period of Developer control.

The Developer expressly reserves a period of control of the Association pursuant to North Carolina General Statute 47F-3-103(d), during which period the Developer, or persons designated by the Developer may appoint and remove the officers and members of the Board.

The period of Developer control shall last until such time as Developer (a) voluntarily relinquishes control of the Association as provided herein; or (b) shall have transferred more than eighty percent (80%) of the total acreage of the land subject to this Declaration, whichever occurs first.

3. TRACT. The word "Tract" as used herein shall mean the separately conveyed Tracts as set forth on deeds heretofore recorded and on future deeds.

4. ASSOCIATION. The word "Association" as used herein shall mean the DOUBLE SPRINGS DEVELOPMENT OWNERS ASSOCIATION, INC., a North Carolina corporation formed pursuant to N.C.G.S. Chapter 55A, which shall be composed of all Tract Owners. There shall be one vote per Tract. DEVELOPER shall have one vote per acre owned and this provision may not be amended without the express written consent of the DEVELOPER.

5. DEVELOPER. The word "DEVELOPER" as used herein shall mean KIT O. DEHART and wife, MARY E. DEHART; and ELMO J. DEHART and wife, KATHY G. DEHART, their successors and/or assigns.

6. TRACT OWNER. The word "Tract Owner" as used herein shall mean the owner of an individually conveyed Tract, regardless of whether the owner is an individual, group of individuals, corporation, partnership or other entity.

7. MEMBERSHIP IN OWNERS ASSOCIATION. All Tract Owners shall become members in the Association, and shall be subject to said Association's rules and regulations.

8. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed 2 ½ stories in height and a private garage for not more than two automobiles.

No outbuilding shall be erected upon any Tract unless same is incidental to the residential use of said Tract and of a design similar to the dwelling on the Tract and be aesthetically compatible with the dwelling located on said Tract. No outbuilding shall be permitted for the use of sewage disposal to include but not limited to the disposal of human waste.

Only one outbuilding shall be permitted for each Tract conveyed unless otherwise approved by the DEVELOPER. Approval shall not arbitrarily be denied. Approval shall be based upon the size of the Tract and the visibility of the outbuilding from adjoining tracts and from the Development road.

Notwithstanding anything herein to the contrary, the DEVELOPER may maintain a structure for the purpose of an office to sell the Tracts in the Development or other property owned by the DEVELOPER or to conduct other lawful business of the DEVELOPER.

9. TRACT USE: It is the express intent of the DEVELOPER that no Tract may be used for any commercial, industrial or business purpose whatsoever, to include but not limited to wholesale or retail sales. Notwithstanding anything herein to the contrary, a home office is permissible so long as no commercial traffic whatsoever is associated with said home office, and those staffing the home office reside in the dwelling.

It is the express intent of the DEVELOPER that no Tract shall be used for residential or vacation rental purposes.

10. BUILDING SETBACK. No building to be used as a residence shall be located on any lot nearer to the front line than ten feet, or nearer to the side street line than ten feet. No building shall be located nearer than ten feet to any interior lot line, except that no side yard shall be required for a separate garage not attached to the house. For the purpose of this covenant, eaves, steps, porches and carports shall be included as a part of the building in determining the setback line. Deviations from building line restrictions not in excess of ten percent shall not be construed as a violation of these covenants.

11. DWELLING SIZE. No dwelling shall be permitted having a ground area of the main structure, exclusive of one-story open porches and garages, of less than 1,000 square feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story, including "split-level" dwellings.

12. EASEMENTS. Easements and installation and maintenance of utilities and drainage

facilities are necessary for the development of this property. Double Springs Development reserves the right to create and impose additional easements or rights of way over any unsold lot or parcel of land for street, drainage and utility installation purposes by the recording of appropriate documents or instruments and such shall not be construed to invalidate any of these covenants.

There is hereby reserved to the Developer and granted to the Association a blanket easement upon, across, above and under all property within the Community for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining all utilities serving the development or any portion thereof, including, but not limited to gas, water, telephone and electricity, as well as storm drainage and any other service.

All easements herein reserved shall be within the development road rights of way or as otherwise described or so designated in deeds of conveyances for a tract or tracts.

13. WAIVER/VARIANCE. The Developers or their assigns or successors in interest may waive any unintentional violation of these restrictive covenants by appropriate instrument in writing. The Developers shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development.

14. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This shall include unsightly activities such as maintaining and/or permitting junked automobiles or other junked pieces of equipment to remain on a lot or lots.

15. HOUSE TRAILER, TRAVEL TRAILERS AND CAMPERS. There shall be no mobile homes, house trailers, campers, tents, motor homes or other non-permanent dwellings placed upon or allowed to remain upon any lot for camping or residential purposes, except that a mobile home or trailer may be permitted on a lot for a period of up to six months while the building of the dwelling or residence is in progress. This provision shall not be considered to prohibit the keeping of travel trailers, campers or motor homes so long as they are not used as a residence, either temporarily or permanently, except for the purpose of constructing the residence or dwelling house. No modular homes shall be placed or permitted to remain on the above described tract. It being the express intent that only homes built on site and/or "stick built" homes shall be allowed

16. FUEL TANKS OR CONTAINERS. All fuel oil tanks or containers for sources of fuel shall be enclosed in a structure in a manner consistent with normal safety precautions. Any structure to be erected for this purpose must be acceptable to and approved by the Developers or their designees.

17. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock or poultry of any

kind shall be raised, bred or kept on a lot, but this shall not be construed to prohibit the keeping of household pets, provided they are not kept, bred or maintained for commercial purposes or in a manner which becomes a nuisance to adjacent or other property owners.

All animals must be kept on a leash at all times. No animals shall be kept or permitted to remain if they bark or otherwise make noises excessively at nighttime.

18. SUBDIVISION. No lot or lots shall be subdivided and no lines as set forth in the original deed of conveyance may be altered or changed without the consent of the Developers or their assigns or successors in interest.

19. EXTERIOR MAINTENANCE. The exterior maintenance upon each lot including the maintenance of trees, shrubs, grass, sidewalks, buildings and improvements shall be the responsibility of each individual lot owner. Each individual lot owner shall maintain said exterior portions of his property in a reasonable manner and shall not allow said premises to fall in a state of disrepair that becomes unsightly and/or creates a potential health or safety hazard.

20. COMPLETION OF DWELLING. No dwelling shall be placed or erected on any lot unless it is designed for single family use and is of log, stone, concrete, wood or steel construction. All structures built of concrete blocks and/or concrete walls upon a lot must be veneered with rock. Under no circumstance may vinyl, aluminum or steel siding be used on the exterior of any building with the exception of the gables, soffit and the overhead ceiling of porches.

The exterior of any dwelling or building must be completed in its entirety within 180 days of the date of commencement of erection or placement of said dwelling or building.

During construction all construction debris must be removed within a reasonable time not to exceed one week. It is the express intent of the DEVELOPER that all construction sites be kept in a neat and orderly manner. During construction a waste container must be onsite and used to deposit all waste during the construction of all dwellings and/or outbuildings.

All garages, carports and/or outbuildings shall be aesthetically compatible with the dwelling located on said Tract.

21. HUNTING. Hunting shall be expressly prohibited on all of the property covered by these restrictive covenants.

22. ROAD MAINTENANCE. DEVELOPER expressly states that the Development roads hereinabove described are now not suitable for acceptance by the North Carolina Department of Transportation as state maintained roads. The Development roads described above shall be maintained by the Association.

Notwithstanding anything herein to the contrary, DEVELOPERS, are exempt from any and all payment and/or liability for payment of any and all assessments or fees set forth by the

Association and this specific provision may not be amended without the express written consent of DEVELOPERS.

All Roads Open. All Development roads shall remain open at all times for the purpose of ingress and egress and for the maintenance of said roads. Notwithstanding anything herein to the contrary, DEVELOPER may erect a gate at such locations as in their sole discretion they deem appropriate.

Road Damage. Tract owners shall be solely responsible for damage to that portion of the Development road(s) incurred during any construction or improvement on the Tract Owners Tract incurred by reason of placement of underground utilities or by reason of travel by equipment, trucks or other vehicles to and from said Tract to the public road.

Any tract or parcel of land not a part of DOUBLE SPRINGS DEVELOPMENT that acquires access over and across any Development road shall be liable for payment of the yearly maintenance fees established by the Association and shall pay a separate fee for each residence and/or tract benefitted by the Development road.

Under no circumstance may any unlicensed or untagged or uninsured vehicle be operated on the Development road other than a vehicle operated solely by human power such as a bicycle. It is the express intent of the DEVELOPER that all ATV or dirt bikes type vehicles are strictly prohibited.

23. ROAD EASEMENTS. All road easements within the development and those providing ingress and egress for the development shall be 30 feet in width and said easements shall also constitute and be used for utility purposes and utility easements, which utility service may be for electricity, water, gas or telephone systems, and which utility easements shall remain so far as practicable within the outer five feet boundary of either side of the thirty feet wide road easement.

24. RIGHT TO INSTALL AND MAINTAIN GATES. All property owners shall have the right and privilege to construct, install and maintain gates at their respective property line, so long as no other property owner has the right to use said roadway being gated.

25. LANDSCAPING. Any disturbed, cultivated or landscaped area of the earth done by a lot owner shall be reclaimed by seeding and re-seeding said area within sixty days from the completion of such work. All seeding and re-seeding must be completed within 180 days from the commencement of any disturbance, cultivation or landscaping area of the earth unless a longer period is approved by the DEVELOPER.

No excavating shall be done on the above described tract unless all excavating is done by the Developer herein or their assigns, or a written excavating plan is pre-approved by the Developer herein or their assigns.

All Tracts must be kept mowed, mulched, trimmed and maintain in such a way not to

devalue adjacent Tracts or to cause a nuisance.

26. CREEKS AND STREAMS. No creek or stream may be altered. No upper riparian owner may divert water from any creek or stream that diminishes the water flow to a lower riparian owner.

27. ASSESSMENTS The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Tracts, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Each Owner of a Tract by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general assessments, and (b) special assessments. All such assessments, together with late charges, interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be a continuing lien in favor of the Association on the Tract against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required, except as required by North Carolina law. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Tract and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings. No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the property. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

General Assessments. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The General Assessment to be levied against each Tract shall be an equal amount for all Tracts. The Board shall cause the budget and the assessments to be levied for the year to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the Developer. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided herein, the

budget in effect shall continue. General assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds assessment the Board shall deem proper. General assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, cleaning and janitor services, landscape maintenance, expenses and liabilities incurred assessment provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

Special Assessments. The Association may levy a special assessment if approved by the Board and the Developer. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after thirty (30) days, the Association may file a claim of lien to collect such amounts and may foreclose its lien as provided in the North Carolina Planned Community Act. The Association shall have the right to name and/or designate a Trustee to conduct the foreclosure of any line arising hereunder. Each Owner, by acceptance of a deed vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on any property within the Community at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property and recreational facilities maintained by the Association and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and

shall not affect the permanent lien on such property in favor of the Association.

Date of Commencement of Assessments. Assessments shall commence in general when the Board of Directors first determines a budget and levies assessments. The Developer shall have no liability for assessments, except for Lots, if any, owned by Developer which have been occupied for residential purposes.


Estoppel Letter. The Association shall, within five (5) days after receiving a written request therefor and for the reasonable charge, as established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

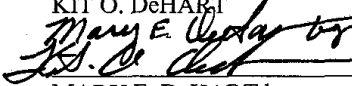
28. TERM. These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless any instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

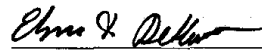
29. ENFORCEMENT. Enforcement either to restrain a violation or to recover damages shall be by proceeding at law or at equity against any person or persons violating or attempting to violate any covenant or restriction as set forth herein.

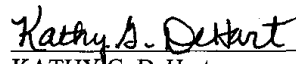
30. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, DEVELOPER has caused this instrument to be executed, the day and year first above written.

 (SEAL)
 KIT O. DeHART

 (SEAL)
 MARY E. DeHART by
 Kit O. DeHart, attorney in fact

 (SEAL)
 ELMO J. DeHART

 (SEAL)
 KATHY G. DeHart

STATE OF NORTH CAROLINA
COUNTY OF Swain

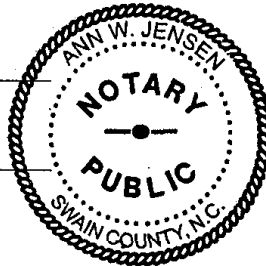
I, Ann W. Jensen, a Notary Public of the County and State
aforesaid, certify that Kit O. DeHart personally appeared before me this day and acknowledged
the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 4th day of September, 2007.

Ann W. Jensen
Notary Public Signature

Ann W. Jensen
Notary's printed name

10-14-2011
Date commission expires:



STATE OF NORTH CAROLINA
COUNTY OF Swain

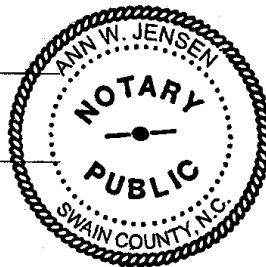
I, Ann W. Jensen, a Notary Public of said state and county do
hereby certify that KIT O. DEHART, Attorney in fact for MARY E. DEHART, personally
appeared before me this day and being by me duly sworn says that he executed the foregoing
annexed instrument for and in behalf of the above named and that his authority to execute and
acknowledge said instrument is contained in an instrument duly executed, acknowledged and
recorded in the office of the Register of Deeds for Graham County, N. C. on the 6th day of June,
2005, in Book 255 at page 322, and that this instrument was executed under and by virtue of the
authority given by said instrument granting him power of attorney; that the said KIT O.
DEHART acknowledged the due execution of the foregoing and annexed instrument for the
purposes herein expressed for and in behalf of the said above named person.

WITNESS my hand and official seal this the 4th day of September, 2007.

Ann W. Jensen
Notary Public Signature

Ann W. Jensen
Notary's printed name

10-14-2011
Date commission expires:



STATE OF NORTH CAROLINA
COUNTY OF Swain

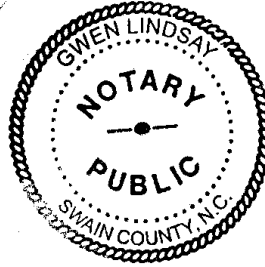
I, Gwen Lindsay, a Notary Public of the County and State
aforesaid, certify that Elmo J. DeHart and Kathy G. DeHart personally appeared before me this
day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 6th day of September 2007.

Gwen Lindsay
Notary Public Signature

Gwen Lindsay
Notary's printed name

3-27-2010
Date commission expires:





Doc ID: 000615710028 Type: CRP
Kind: AMENDMENT
Recorded: 10/09/2015 at 02:50:52 PM
Fee Amt: \$128.00 Page 1 of 28
Graham County, North Carolina
Carolyn Stewart Register of Deeds

BK **345** PG **601-628**

STATE OF NORTH CAROLINA
COUNTY OF GRAHAM

**SECOND AMENDED
DECLARATION OF EXCEPTIONS, RESERVATIONS
AND RESTRICTION ON USE FOR
DOUBLE SPRINGS DEVELOPMENT**

THIS AMENDED DECLARATION made this the 4th day of July, 2015 by **KIT O. DEHART and wife, MARY E. DEHART; and ELMO J. DEHART and wife, KATHY G. DEHART**, hereinafter referred to as DEVELOPER; and KIT O. DEHART and wife, MARY E. DEHART; ELMO J. DEHART and wife, KATHY G. DEHART, hereinafter referred to as TRACT OWNERS;

WITNESSETH:

THAT WHEREAS, the DEVELOPER is the owner of certain tracts or parcels of land lying and being in Graham County, North Carolina, the same being conveyed by deeds in deeds to Kit O DeHart and wife, Mary E. DeHart, and Elmo J. Dehart and wife, Kathy G. DeHart, of record in Book 168 at page 088, Book 146 at page 538, Book 223 at page 540, Book 264 at page 802, Book 235 at page 719, Book 235 at page 728, Book 232 at page 658, Book 182 at page 99 and Book 174 at page 390, Graham County Registry; and that portion of the undeveloped tract in Book 244 at page 45, Graham County Registry, which lies south of Mamies Way, reference to which are hereby made for a metes and bounds description, to be hereafter known as DOUBLE SPRINGS DEVELOPMENT and DOUBLE SPRINGS DEVELOPMENT II, reference to which is hereby expressly made for a more complete and particular description of said tracts included in this declaration; and

WHEREAS, OWNERS are the owner of certain tracts or parcels of land in Double Springs Development as follows:

Allen C. DeHart and wife, Martha B. DeHart are the owners of a 1.5 tract conveyed by deed recorded in Book 223 at page 821, Graham County Registry; and

Chobee Bruette and wife, Eileen Bruette are the owners of a 2.50 acre tract conveyed by deed recorded in Book 339 at page 744, Graham County Registry; and

Kit O. DeHart and wife, Mary E. DeHart are the owners of a 3.73 acre tract conveyed by deed recorded in Book 187 at page 803, Graham County Registry, 1.05 and .407 acre tracts conveyed by deed recorded in Book 291 at page 624, Graham County Registry; and

Luis Fernandez and wife, Elisa Fernandez are the owners of a 2.360 acre tract conveyed by deed recorded in Book 272 at page 520, Graham County Registry; and

David J. Durham and wife, Dondra D. Durham are the owners of a 1.97 acre tract conveyed by deed recorded in Book 269 at page 649, Graham County Registry; and

Kenneth N. Wood and wife, Linda T. Wood are the owners of a 3.86 acre tract conveyed by deed recorded in Book 264 at page 468, Graham County Registry; and

Kimberly Jean Johnson is the owner of a 3.68 acre tract conveyed by deed recorded in Book 251 at page 736, Graham County Registry; and

Rudolph D. Dees, II and wife, Rolylnna R. Dees are the owners of a 3.75 acre tract conveyed by deed recorded in Book 247 at page 657, Graham County Registry; and

David C. Gautier and wife, Ashley S. Gautier are the owners of a 2.28 acre tract conveyed by deed recorded in Book 264 at page 55, Graham County Registry; and

Walter W. Gautier and wife Lanee S. Gautier are the owners of a 4.3 acre tract conveyed by deed recorded in Book 315 at page 265, Graham County Registry; and are the owners of a 4.21 acre tract conveyed by deed recorded in Book 306 at page 146, Graham County Registry; and

John F. Martina, Jr. and wife, Barbara Martina are the owners of a 2.89 acre tract conveyed by deed recorded in Book 220 at page 581, Graham County Registry; and

Alan L. Hamm and wife, Terri Newman Hamm are the owners of a 6.790 acre tract conveyed by deed recorded in Book 199 at page 675, Graham County Registry; and

Jerald R. Huffman and wife, Phyllis Jean Huffman are the owners of a 7.170 acre tract conveyed by deed recorded in Book 200 at page 771, Graham County Registry; and

Calvin P. Lloyd, III and wife, Ann A. Lloyd are the owners of a 1.850 acre tract conveyed by deed recorded in Book 332 at page 586, Graham County Registry; and

Alan S. Hutto and wife, Holly G. Hutto are the owners of a 2.010 acre tract conveyed by deed recorded in Book 264 at page 126, Graham County Registry; and

John E. McLean, Jr. is the owner of a 2.67 acre tract and 1.27 acre tract conveyed by deed recorded in Book 318 at page 414, Book 255 at page 383 and Book 244 at page 426, Graham County Registry; and

SDM PROPERTIES 1, LLC a Mississippi limited liability company is the owner of a 3.050 acre tract conveyed by deed recorded in Book 289 at page 656, Graham County Registry; and

Curtis Koon, as Trustee of the Curtis and Linda Koon Family Trust is the owner of a 0.70 acre tract conveyed by deed recorded in Book 289 at page 227, Graham County Registry; and

RENPELL ENTERPRISES, LTD a Florida limited partnership is the owner of a 1.00 acre tract conveyed by deed recorded in Book 308 at page 178, Graham County Registry; and

George E. Spellmeyer, Jr. and wife, Norma J. Spellmeyer are the owners of a 5.030 acre tract conveyed by deed recorded in Book 234 at page 432, Graham County Registry; and

Mark Van Osdal and wife, Bernadette Van Osdal are the owners of a 2.82 acre tract conveyed by deed recorded in Book 220 at page 584, Graham County Registry; and

Arthur J. Rohde and wife, Mary E. Rohde are the owners of a 6.280 acre tract conveyed by deed recorded in Book 225 at page 732, Graham County Registry; and

William Gene Rohde and Lynette Marie Rohde, Co-Trustees of the William Gene Rohde and Lynette Marie Rohde Revocable Trust are the owners of a 0.77 acre tract, a 1.54 acre tract, a 0.187 acre tract and a 0.089 acre tract conveyed by deed recorded in Book 244 at page 97, Graham County Registry; and

WHEREAS, both DEVELOPER and OWNERS desire that the development of said land be carried on in an orderly manner and in such a way so as to benefit all present and future owners of Tracts in said Development.

NOW, THEREFORE, DEVELOPER and OWNERS do hereby amend the DECLARATIONS OF EXCEPTIONS, RESERVATIONS AND RESTRICTION ON USE FOR DOUBLE SPRINGS DEVELOPMENT recorded in Book 177 at page 83, Book 170 at page 112 and Book 285 at page 111, Graham County Registry and declare and impose the following exceptions, reservations and restrictions on use which shall run with the land by whomsoever owned:

1. NORTH CAROLINA PLANNED COMMUNITY ACT. Regardless of the number of tracts that initially or ultimately are included within the Double Spring Development, Chapter 47F of the North Carolina General Statutes, the North Carolina Planned Community Act, shall apply in full to Double Springs Development and Double Springs Development II pursuant North Carolina General Statute 47F-1-102(b)(1).

2. RESERVATION OF SPECIAL DEVELOPER'S RIGHTS. DEVELOPER expressly reserves all Special Developer rights as the same are defined in North Carolina General Statute 47F-1-103(28), including, without limitation, the rights (a) to complete improvements indicated on plats and plans filed with this Declaration; (b) to exercise any development right; (c) to maintain sales offices, management offices, signs advertising the planned community, and models; or (d) to use easements through the common elements for the purpose of making improvements within the planned community or within real estate which may be added to the planned community.

3. TRACT. The word "Tract" as used herein shall mean the separately conveyed Tracts as set forth on deeds heretofore recorded and on future deeds.

4. ASSOCIATION. The word "ASSOCIATION" as used herein shall mean the DOUBLE SPRINGS DEVELOPMENT OWNERS ASSOCIATION, INC., a North Carolina corporation formed pursuant to N.C.G.S. Chapter 55A, which shall be composed of all TRACT OWNERS. There shall be one vote per Tract. DEVELOPER shall have sixteen (16) votes. DEVELOPER votes will be decreased by one (1) vote for each three (3) Tracts sold or conveyed. In the event that all Tracts are sold within the Double Springs Development all DEVELOPER votes will be relinquished with the sale or conveyance of the final Tract. This provision may not be amended without the express written agreement of the DEVELOPER and the ASSOCIATION.

In all cases except where a vote of the ASSOCIATION is required, the ASSOCIATION's current BOARD of DIRECTORS, has full authority to act on behalf of the ASSOCIATION.

5. DEVELOPER. The word "DEVELOPER" as used herein shall mean KIT O. DEHART and wife, MARY E. DEHART; and ELMO J. DEHART and wife, KATHY G. DEHART, their successors and/or assigns.

6. TRACT OWNER. The word "TRACT OWNER" as used herein shall mean the owner of an individually conveyed Tract, regardless of whether the owner is an individual, group of individuals, corporation, partnership or other entity.

7. MEMBERSHIP IN OWNERS ASSOCIATION. DEVELOPER and all TRACT OWNERS are members in the ASSOCIATION, and shall be subject to said ASSOCIATION's rules and regulations.

8. DEVELOPMENT ANNEXATION. No annexation will occur without majority approval by vote of the ASSOCIATION membership. Additional tracts or parcels of real property as may be, from time to time, identified by DEVELOPER and accepted by the ASSOCIATION in a Supplementary Declaration describing the real property being subjected. No annexed property will provide additional access to the Double Springs Development from any public or private road outside of the DEVELOPMENT. Any annexation shall be effective upon the filing for record of a Supplementary Declaration unless a later effective date is provided therein. Any tracts or parcels of real property so annexed shall be subject to terms and conditions contained in this Declaration.

9. LAND USE AND BUILDING TYPE. No tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any tract other than one detached single family dwelling, not to exceed 2 ½ stories in height and a private garage for not more than three automobiles.

No outbuilding shall be erected upon any Tract unless same is incidental to the residential use of said Tract and of a design similar to the dwelling on the Tract and be aesthetically compatible with the dwelling located on said Tract. No outbuilding shall be permitted for the use of sewage disposal to include but not limited to the disposal of human waste.

Only one outbuilding shall be permitted for each Tract conveyed unless otherwise approved by the ASSOCIATION. Approval shall not arbitrarily be denied. Approval shall be based upon the size of the Tract and the visibility of the outbuilding from adjoining tracts and from the roads within Double Springs Development and Double Springs Development II.

Notwithstanding anything herein to the contrary, the DEVELOPER may maintain a structure for the purpose of an office to sell the Tracts in the Development or other property owned by the DEVELOPER.

10. TRACT USE: It is the express intent of the DEVELOPER and the ASSOCIATION

that no Tract may be used for any commercial, industrial or business purpose whatsoever, to include but not limited to wholesale or retail sales. Notwithstanding anything herein to the contrary, a home office is permissible so long as no commercial traffic whatsoever is associated with said home office, and those staffing the home office reside in the dwelling.

11. **BUILDING SETBACK.** No building to be used as a residence shall be located on any tract nearer to the front line than ten feet, or nearer to the side street line than ten feet. No building shall be located nearer than ten feet to any interior tract line, except that no side yard shall be required for a separate garage not attached to the house. For the purpose of this covenant, eaves, steps, porches and carports shall be included as a part of the building in determining the setback line. Deviations from building line restrictions not in excess of ten percent shall not be construed as a violation of these covenants.

12. **DWELLING SIZE.** No dwelling shall be permitted having a ground area of the main structure, exclusive of one-story open porches and garages, of less than 1,000 square feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story, including "split-level" dwellings.

13. **EASEMENTS.** Easements and installation and maintenance of utilities and drainage facilities are necessary for the development of this property. Developer reserves the right to create and impose additional easements or rights of way over any unsold tract or parcel of land for street, drainage and utility installation purposes by the recording of appropriate documents or instruments and such shall not be construed to invalidate any of these covenants.

There is hereby reserved to the Developer and granted to the ASSOCIATION a blanket easement upon, across, above and under all property within the Community for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining all utilities serving the development or any portion thereof, including, but not limited to gas, water, telephone and electricity, as well as storm drainage and any other service.

All easements herein reserved shall be within the development road rights of way or as otherwise described or so designated in deeds of conveyances for a tract or tracts.

14. **WAIVER/VARIANCE.** The DEVELOPER with concurrence of the ASSOCIATION shall be authorized to grant individual variances from any of the provisions of this Declaration if it is determined that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development.

15. **NUISANCES.** No noxious or offensive activity shall be carried on upon any tract, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This shall include unsightly activities such as maintaining and/or permitting junked automobiles or other junked pieces of equipment to remain on a tract or tracts.

16. **HOUSE TRAILER, TRAVEL TRAILERS AND CAMPERS.** There shall be no

mobile homes, house trailers, campers, tents, motor homes or other non-permanent dwellings placed upon or allowed to remain upon any tract for camping or residential purposes, except that a mobile home or trailer may be permitted on a tract for a period of up to nine months while the building of the dwelling or residence is in progress. This provision shall not be considered to prohibit the keeping of travel trailers, campers or motor homes so long as they are not used as a residence, either temporarily or permanently, except for the purpose of constructing the residence or dwelling house. No modular homes shall be placed or permitted to remain on the above described Tract, it being the express intent that only homes built on site and/or "stick built" homes shall be allowed.

17. FUEL TANKS OR CONTAINERS. All fuel oil tanks or containers for sources of fuel shall be underground in a manner consistent with normal safety precautions.

18. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on a tract, but this shall not be construed to prohibit the keeping of household pets, provided they are not kept, bred or maintained for commercial purposes or in a manner which becomes a nuisance to adjacent or other property owners.

No animals shall be kept or permitted to remain if they bark or otherwise make noises excessively at nighttime.

19. SUBDIVISION. No tract or tracts shall be subdivided and no lines as set forth in the original deed of conveyance may be altered or changed without the written consent of the DEVELOPER and ASSOCIATION.

20. EXTERIOR MAINTENANCE. The exterior maintenance upon each tract including the maintenance of trees, shrubs, grass, sidewalks, buildings and improvements shall be the responsibility of each individual TRACT OWNER. Each individual TRACT OWNER shall maintain said exterior portions of his property in a reasonable manner and shall not allow said premises to fall in a state of disrepair that becomes unsightly and/or creates a potential health or safety hazard.

21. COMPLETION OF DWELLING. No dwelling shall be placed or erected on any tract unless it is designed for single family use and is of log, stone, concrete, wood or steel construction. All structures built of concrete blocks and/or concrete walls upon a tract must be veneered with rock. Under no circumstance may vinyl, aluminum or steel siding be used on the exterior of any building with the exception of the gables, soffit, roofing and the overhead ceiling of porches.

The exterior of any dwelling or building must be completed in its entirety within 180 days of the date of commencement of erection or placement of said dwelling or building.

During construction all construction debris must be removed within a reasonable time not to exceed one week. It is the express intent of the DEVELOPER and the ASSOCIATION that all

construction sites be kept in a neat and orderly manner. During construction a waste container must be onsite and used to deposit all waste during the construction of all dwellings and/or outbuildings.

All garages, carports and/or outbuildings shall be aesthetically compatible with the dwelling located on said Tract.

22. HUNTING. Hunting shall be expressly prohibited on all of the property covered by these restrictive covenants.

23. ROAD MAINTENANCE. DEVELOPER expressly states that the roads hereinabove described are now not suitable for acceptance by the North Carolina Department of Transportation as state maintained roads. The roads described above shall be maintained by the ASSOCIATION. All mowing and road maintenance shall be performed as set forth in the DEVELOPER guidelines. DEVELOPER shall provide a copy of the guidelines to the ASSOCIATION. DEVELOPER and the ASSOCIATION will determine the acceptability of work performed and assign corrective action as required.

Notwithstanding anything herein to the contrary, the DEVELOPER is exempt from any and all payment and/or liability for payment of any and all general assessments and/or fees set forth by the ASSOCIATION, and this specific provision may not be amended without the express written consent of DEVELOPER.

All Roads Open. All roads shall remain open at all times for the purpose of ingress and egress and for the maintenance of said roads. Notwithstanding anything herein to the contrary, DEVELOPER may erect a gate at such locations as in their sole discretion they deem appropriate.

Road Damage. TRACT OWNERS shall be solely responsible for damage to that portion of the road(s) incurred during any construction or improvement on the TRACT OWNERS Tract incurred by reason of placement of underground utilities or by reason of travel by equipment, trucks or other vehicles to and from said Tract to the public road. Damage and necessary remedial action will be determined jointly by the ASSOCIATION and DEVELOPER. The ASSOCIATION will then assign the costs for the necessary repairs to the responsible TRACT OWNER.

Under no circumstance may any unlicensed or untagged or uninsured vehicle be operated on any road other than a vehicle operated solely by human power such as a bicycle or standard electric powered golf cart with a maximum speed of 18 miles per hour owned by a member of the ASSOCIATION and operated by someone who is at least 16 years of age or older who has a valid driver's license. It is the express intent of the DEVELOPER and the ASSOCIATION that all

ATV or dirt bikes type vehicles are strictly prohibited from operation on the roads in Double Springs Development and Double Springs Development II.

Notwithstanding anything contained herein to the contrary, the DEVELOPER shall maintain the roads and grounds in the undeveloped property of the upper or rear section of Double Springs Development past the Rudolph D. Dees, II and wife, Rolylna R. Dees, tract set forth in deed recorded in Book 247 at page 657, Graham County Registry at DEVELOPER'S expense until two (2) tracts are sold or conveyed to third party purchasers; and the DEVELOPER shall maintain the roads and grounds for all property on Whitetail Ridge Drive at DEVELOPER'S expense until two (2) tracts are sold or conveyed to third party purchasers.

Each new Tract OWNER will be assessed his or her proportionate share of maintenance expenses, be subject to this DECLARATION, and become a member of the ASSOCIATION.

Notwithstanding anything contained herein to the contrary, the DEVELOPER shall maintain the roads and grounds in the undeveloped property of Double Springs II at their expense until two (2) tracts are sold or conveyed to third party purchasers. Each new Tract OWNER will be assessed his or her proportionate share of maintenance expenses, be subject to this DECLARATION, and become a Member of the ASSOCIATION. Double Springs II is currently a 33.32 acre, more or less, tract of land having Graham County Tax identification number 6622.01.00.0013 and was acquired by DEVELOPER by deeds recorded in Book 182 at page 99 and Book 174 at page 390, Graham County Registry.

In all instances of road maintenance assumption by the ASSOCIATION, the DEVELOPER shall insure that all the roads are in good condition and have an average of 3 inches of aggregate road bond prior to the assumption by the ASSOCIATION.

Notwithstanding anything contained herein to the contrary, no Tracts outside The Double Springs Development gate on Tobacco Branch Road (State Route 1231) shall be members of the ASSOCIATION, have voting rights or be liable for or be required to pay road maintenance fees or Association assessments, to wit: Joan Kadel Fenton owner of a 1.190 acre tract conveyed by deed recorded in Book 250 at page 588, Graham County Registry; Derek S. Rutkosky and wife, Kayla Mullinax Rutkosky owners of a 1.480 acre tract conveyed by deed recorded in Book 295 at page 202, Graham County Registry; and Donald C. Jenkins and wife, Karen D. Jenkins owners of a 1.00 acre tract conveyed by deed recorded in Book 310 at page 708, Graham County Registry.

24. ROAD EASEMENTS. All road easements within the development and those providing ingress and egress for the development shall be 30 feet in width and said easements shall also constitute and be used for utility purposes and utility easements, which utility service may be for electricity, water, gas or telephone systems, and which utility easements shall remain so far as practicable within the outer five feet boundary of either side of the thirty feet wide road easement.

25. RIGHT TO INSTALL AND MAINTAIN GATES. All property owners shall have the right and privilege to construct, install and maintain gates at their respective property line, so long as no other property owner has the right to use said roadway being gated.

26. LANDSCAPING. Any disturbed, cultivated or landscaped area of the earth done by

a TRACT OWNER shall be reclaimed by seeding and re-seeding said area within sixty days from the completion of such work. All seeding and re-seeding must be completed within 180 days from the commencement of any disturbance, cultivation or landscaping area of the earth unless a longer period is approved by the DEVELOPER and the ASSOCIATION.

No excavating shall be done on the above described tract unless all excavating is done by the DEVELOPER herein or their assigns, or a written excavating plan is pre-approved by the DEVELOPER and the ASSOCIATION.

All Tracts must be kept mowed, mulched, trimmed and maintain in such a way not to devalue adjacent Tracts or to cause a nuisance.

27. CREEKS AND STREAMS. No creek or stream may be altered. No upper riparian owner may divert water from any creek or stream that diminishes the water flow to a lower riparian owner.

28. ASSESSMENTS The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Tracts, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Each Owner of a Tract by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the ASSOCIATION: (a) general assessments, and (b) special assessments. All such assessments, together with late charges, interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be a continuing lien in favor of the ASSOCIATION on the Tract against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required, except as required by North Carolina law. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the Person who was the Owner of the Tract at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Tract and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings. No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the property. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the ASSOCIATION to take some action or perform some function required to be taken or performed by the ASSOCIATION, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then

to delinquent assessments. Notwithstanding anything contained herein to the contrary, DEVELOPER shall not be liable for the payment of assessments for any lands owned by the DEVELOPER.

General Assessments. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the ASSOCIATION during the coming year. The General Assessment to be levied against each Tract shall be one (1) full share per each developed tract and one half (1/2) share per undeveloped tract. The Board shall cause the budget and the assessments to be levied for the year to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the DEVELOPER. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue. General assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the ASSOCIATION, payment for any items of betterment and the establishment of reserve funds assessment the Board shall deem proper. General assessments may include, without limitation, sums for capital improvements, property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, cleaning and janitor services, landscape maintenance, expenses and liabilities incurred assessment provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the ASSOCIATION against Owners and others.

Special Assessments. The ASSOCIATION may levy a special assessment, if approved by the Board, for emergency situations only (such as, but not limited to, road closure or similar circumstances that immediately impact the well-being of the community). Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. All such Special Assessments will be levied against all tracts equally without regard to whether a tract is improved or unimproved.

Remedies of the ASSOCIATION. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the ASSOCIATION any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any

relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The ASSOCIATION may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after thirty (30) days, the ASSOCIATION may file a claim of lien to collect such amounts and may foreclose its lien as provided in the North Carolina Planned Community Act. The ASSOCIATION shall have the right to name and/or designate a Trustee to conduct the foreclosure of any line arising hereunder. Each Owner, by acceptance of a deed vests in the ASSOCIATION the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the ASSOCIATION and shall be for the benefit of all Owners. The ASSOCIATION shall have the power to bid on any property within the Community at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The ASSOCIATION may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property and recreational facilities maintained by the ASSOCIATION and the right to receive and enjoy such servicing and other benefits as may then be provided by the ASSOCIATION. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such property in favor of the ASSOCIATION.

Date of Commencement of Assessments. Assessments shall commence in general when the Board of Directors first determines a budget and levies assessments. The DEVELOPER shall have no liability for assessments, except for Tracts, if any, owned by DEVELOPER which have been occupied for residential purposes.

Estoppel Letter. The ASSOCIATION shall, within five (5) days after receiving a written request therefor and for the reasonable charge, as established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Tract. A certification letter signed by an officer of the ASSOCIATION or the ASSOCIATION's managing agent, if any, as to the amount of assessments due with respect to a Tract shall be binding upon the ASSOCIATION.

29. **DEVELOPMENT OF DEVELOPER'S REMAINING LANDS.** Nothing contained herein shall limit or restrict the DEVELOPER in the division or development of the undeveloped lands in Double Springs Development or Double Springs II Development owned by the DEVELOPER.

30. **TERM.** These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless any instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

31. **ENFORCEMENT.** Enforcement either to restrain a violation or to recover damages

shall be by proceeding at law or at equity against any person or persons violating or attempting to violate any covenant or restriction as set forth herein.



32. 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.

IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

DEVELOPERS:

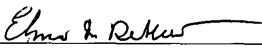
 (SEAL)

KIT O. DeHART

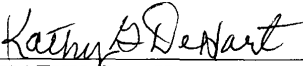

 (SEAL)

MARY E. DeHART by

Kit O. DeHart, attorney in fact

 (SEAL)

ELMO J. DeHART

 (SEAL)

KATHY G. DeHart

STATE OF NORTH CAROLINA
COUNTY OF SWAIN

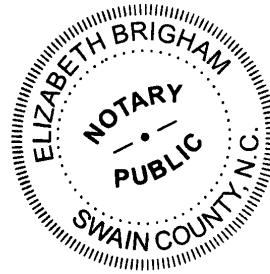
I, Elizabeth Brigham, a Notary Public of the County and State
aforesaid, certify that Elmo J. DeHart and Kathy G. DeHart personally appeared before me this
day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 5th day of October, 2015.

Elizabeth Brigham
Notary Public Signature

Elizabeth Brigham
Notary's printed name

4-30-2020
Date commission expires:



STATE OF NORTH CAROLINA
COUNTY OF SWAIN

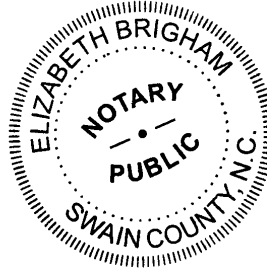
I, Elizabeth Brigham, a Notary Public of the County and State aforesaid, certify that Kit O. DeHart personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 17th day of JULY, 2015.

Elizabeth Brigham
Notary Public Signature

Elizabeth Brigham
Notary's printed name

4-30-2020
Date commission expires:



STATE OF NORTH CAROLINA
COUNTY OF SWAIN

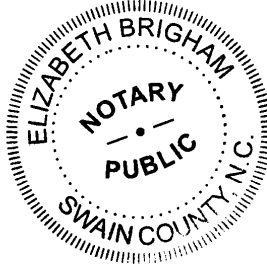
I, Elizabeth Brigham, a Notary Public of said state and county do hereby certify that KIT O. DEHART, Attorney in fact for MARY E. DEHART, personally appeared before me this day and being by me duly sworn says that he executed the foregoing annexed instrument for and in behalf of the above named and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds for Graham County, N. C. on the 6th day of June, 2005, in Book 255 at page 322, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said KIT O. DEHART acknowledged the due execution of the foregoing and annexed instrument for the purposes herein expressed for and in behalf of the said above named person.

WITNESS my hand and official seal this the 17th day of JULY, 2015.

Elizabeth Brigham
Notary Public Signature

Elizabeth Brigham
Notary's printed name

4-30-2020
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

Allen C. DeHart (SEAL)

ALLEN C. DeHART

Martha B. DeHart (SEAL)

MARTHA B. DeHART

STATE OF North Carolina
COUNTY OF Swain

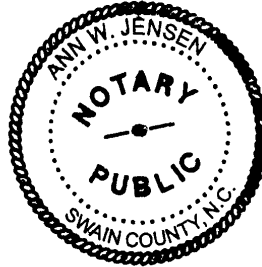
I, Ann W. Jensen, a Notary Public of the County and State aforesaid, certify that ALLEN C. DeHART and MARTHA B. DeHART personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 29~~th~~ day of July, 2015.

Ann W. Jensen
Notary Public Signature

Ann W. Jensen
Notary's printed name

10-16-2016
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

Chobee Bruette (SEAL)
CHOBEE BRUETTE

Eileen Bruette (SEAL)
EILEEN BRUETTE

STATE OF Alabama
COUNTY OF Mobile

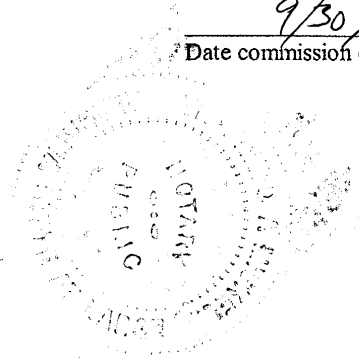
I, Rolando A. Miskel, a Notary Public of the County and State aforesaid, certify that CHOBEE BRUETTE and EILEEN BRUETTE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 26th day of August, 2015.

Rolando A. Miskel
Notary Public Signature

Rolando A. Miskel
Notary's printed name

9/30/2018
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

Kit O. DeHart (SEAL)
KIT O. DeHART

Mary E. DeHart
By Kit O. DeHart (SEAL)
MARY E. DeHART by
Kit O. DeHart, attorney in fact

STATE OF NORTH CAROLINA
COUNTY OF SWAIN

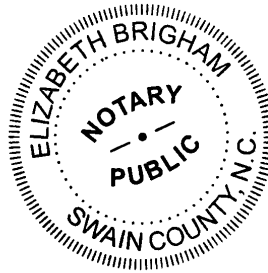
I, *Elizabeth Brigham*, a Notary Public of the County and State aforesaid, certify that Kit O. DeHart personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 17th day of JULY, 2015.

Elizabeth Brigham
Notary Public Signature

Elizabeth Brigham
Notary's printed name

4-30-2020
Date commission expires:



STATE OF NORTH CAROLINA
COUNTY OF SWAIN

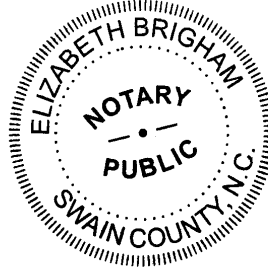
I, Elizabeth Bringham, a Notary Public of said state and county do hereby certify that KIT O. DEHART, Attorney in fact for MARY E. DEHART, personally appeared before me this day and being by me duly sworn says that he executed the foregoing annexed instrument for and in behalf of the above named and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds for Graham County, N. C. on the 6th day of June, 2005, in Book 255 at page 322, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said KIT O. DEHART acknowledged the due execution of the foregoing and annexed instrument for the purposes herein expressed for and in behalf of the said above named person.

WITNESS my hand and official seal this the 17th day of July, 2015.

Elizabeth Bringham
Notary Public Signature

Elizabeth Bringham
Notary's printed name

4-30-2020
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

Kenneth N. Wood (SEAL)
KENNETH N. WOOD

Linda T. Wood (SEAL)
LINDA T. WOOD

STATE OF Virginia
COUNTY OF Chesapeake
City

I, Priscilla S. Johnson, a Notary Public of the County and State aforesaid, certify that KENNETH N. WOOD and LINDA T. WOOD personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 24th day of July, 2015.

Priscilla S. Johnson
Notary Public Signature

Priscilla S. Johnson
Notary's printed name

4/30/2017
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

Kimberly Jean Johnson (SEAL)
KIMBERLY JEAN JOHNSON

STATE OF Georgia
COUNTY OF Fulton

I, Sharon W. Bessette, a Notary Public of the County and State aforesaid, certify that KIMBERLY JEAN JOHNSON personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 21st day of July, 2015.

Sharon W. Bessette
Notary Public Signature

Sharon W. Bessette
Notary's printed name

11/20/2015
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

[Signature] (SEAL)
RUDOLPH D. DEES, II

[Signature] (SEAL)
ROLYNNA R. DEES

STATE OF Florida
COUNTY OF Hillsborough

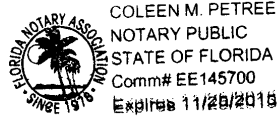
I, Coleen M Petree, a Notary Public of the County and State aforesaid, certify that RUDOLPH D. DEES, II and ROLYNNA R. DEES personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28 day of July, 2015.

[Signature]
Notary Public Signature

Coleen M Petree
Notary's printed name

Nov. 25. 2015
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:
Walter W. Gautier (SEAL)
WALTER W. GAUTIER
Lanee S. Gautier (SEAL)
LANEE S. GAUTIER

STATE OF Alabama
COUNTY OF Mobile

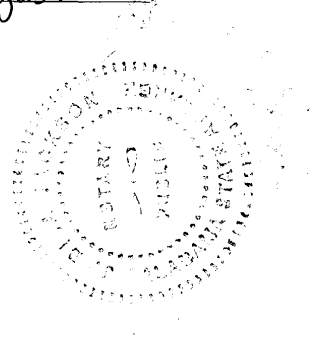
I, J. Disa Jackson, a Notary Public of the County and State aforesaid, certify that WALTER W. GAUTIER and LANEE S. GAUTIER personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 5th day of August, 2015.

J. Disa Jackson
Notary Public Signature

J. Disa Jackson
Notary's printed name

5/22/19
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

Jerald R. Huffman (SEAL)
JERALD R. HUFFMAN

Phyllis Jean Huffman (SEAL)
PHYLLIS JEAN HUFFMAN

STATE OF NC
COUNTY OF Swain

I, Christine V Colcord, a Notary Public of the County and State aforesaid, certify that JERALD R. HUFFMAN and PHYLLIS JEAN HUFFMAN personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 15 day of July, 2015.

Christine V Colcord
Notary Public Signature

Christine V Colcord
Notary's printed name

4-25-16
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

Calvin P. Lloyd, III (SEAL)
CALVIN P. LLOYD, III

Ann A. Lloyd (SEAL)
ANN A. LLOYD

STATE OF North Carolina
COUNTY OF Swain

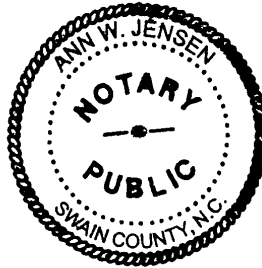
I, Ann W. Jensen, a Notary Public of the County and State aforesaid, certify that CALVIN P. LLOYD, III and ANN A. LLOYD personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 22nd day of July, 2015.

Ann W. Jensen
Notary Public Signature

Ann W. Jensen
Notary's printed name

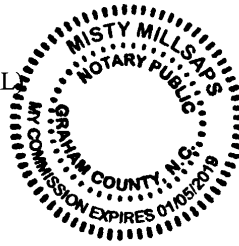
10-16-2016
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

John E. McLean, Jr. (SEAL)
JOHN E. McLEAN, JR.



STATE OF North Carolina
COUNTY OF Swain

I, Misty Millsaps, a Notary Public of the County and State aforesaid, certify that JOHN E. McLEAN, JR. personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 12th day of August, 2015.

Misty Millsaps
Notary Public Signature

Misty Millsaps
Notary's printed name

01-05-2019
Date commission expires:

IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

SDM PROPERTIES 1, LLC

BY: [Signature] (SEAL)
DANNY R. MATTHEWS

STATE OF MS
COUNTY OF Hinds

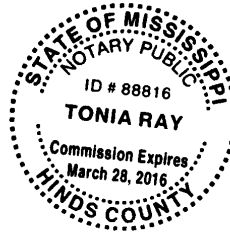
I, Tonia Ray, a Notary Public for said County and State, do hereby certify that DANNY R. MATTHEWS manager of SDM PROPERTIES 1, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this 6 day of October, 2015.

[Signature]
Notary Public Signature

Tonia Ray
Notary's printed name

3/28/16
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

[Signature] (SEAL)
CURTIS KOON, TRUSTEE

STATE OF Florida
COUNTY OF Lafayette

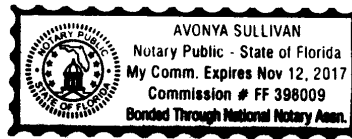
I, Avonya Sullivan a Notary Public of the County and State aforesaid, certify that CURTIS KOON, Trustee personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31 day of July, 2015.

[Signature]
Notary Public Signature

AVONYA Sullivan
Notary's printed name

November 12, 2017
Date commission expires:



IN TESTIMONY WHEREOF, DEVELOPER and TRACT OWNERS have caused this instrument to be executed, the day and year first above written.

TRACT OWNERS:

George E. Spellmeyer, Jr. (SEAL)
GEORGE E. SPELLMEYER, JR.

Norma J. Spellmeyer (SEAL)
NORMA J. SPELLMEYER

STATE OF NC
COUNTY OF Swain

I, Christine V Colcord, a Notary Public of the County and State aforesaid, certify that GEORGE E. SPELLMEYER, JR. and NORMA J. SPELLMEYER personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31 day of July, 2015.

Christine V Colcord
Notary Public Signature

Christine V Colcord
Notary's printed name

4.25.16
Date commission expires:

