

STATE OF NORTH CAROLINA

AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE VIEWS AT CRANBERRY

COUNTY OF AVERY

This Amendment to the Declaration of Covenants, Conditions and Restrictions for The Views at Cranberry is made this ____ day of August, 2012, by Premier Land Liquidators, LLC, a North Carolina Limited Liability Company of 200 N. Harbor Place, Suite D, Davidson, NC 28036, herein referred to as the ADeclarant@.

BACKGROUND STATEMENT

WHEREAS, Premier Land Liquidators, LLC is the Declarant of the Declaration of Covenants, Conditions and Restrictions for The Views at Cranberry recorded June 25, 2007 in Book 415 at Page 2344 of the Avery County Register of Deeds Office pursuant to a North Carolina Special Warranty Deed from Branch Banking and Trust Company dated June 25, 2012 and recorded June 29, 2012 at Book 465 at Page 2370 of the Avery County Register of Deeds Office and an Assignment of Declarant's Rights, Contracts and Permits for The Views at Cranberry Subdivision dated June 28, 2012 and recorded June 29, 2012 at Book 465 at Page 2378 of the Avery County Register of Deeds Office; and

WHEREAS, the Declaration provides that the Restrictions may, at any time, and from time to time be modified or amended by Declarant; and

WHEREAS, The Views at Cranberry is a Planned Community as defined by Chapter 47F of the General Statutes of North Carolina; and

WHEREAS, NCGS §47F-2-117 provides that the Declaration may be amended by the affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated; and

WHEREAS, Premier Land Liquidators, LLC is the owner of more than sixty-seven percent (67%) of the lots within The Views at Cranberry; and

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Boone, North Carolina 28607

WHEREAS, the Declarant desires to amend the Declaration of Covenants, Conditions and Restrictions for The Views at Cranberry as stated herein.

NOW, THEREFORE, pursuant to the Declaration of Covenants, Conditions and Restrictions for The Views at Cranberry as recorded at Book 415 at Page 2344 of the Avery County Register of Deeds Office, as amended from time to time, and pursuant to the provisions of Chapter 47F of the General Statutes of North Carolina, NCGS §47F-2-117, the Declaration of Covenants, Conditions and Restrictions for The Views at Cranberry as recorded at Book 415 at Page 2344, as amended from time to time, is hereby further amended as follows:

Article 3
Restrictions and Requirements.

3.01 Dwelling Use. No tract shall be occupied or used except for single-family residential purposes. Only one residence is permitted on any tract, except ~~tracts of ten (10) acres or more will be allowed~~ a guest house approved pursuant to Article 5 herein is allowed. Tracts of ten (10) acres or more may be subdivided as long as the subdivision is in compliance with county ordinances as set forth in Section 3.28 herein.

Notwithstanding anything elsewhere herein, camping by a property owner, the owners family and guests, shall be allowed on the owner's lot or tract for a maximum period of seven (7) days over a thirty (30) day period and so long as professional camping equipment is used.

X 3.02 Dwelling Size/Garage. Each residential unit shall contain a minimum of 1,400 square feet of heated, enclosed living area, exclusive of patios, porches, garages and basements (finished or unfinished). Garages are optional, however, whether attached or detached, they must be constructed of the same materials as the residence and conform to the design and style of the residence, as well as, the development standards of the Project.

X 3.03 Property Setbacks. No Building shall be constructed nearer than fifteen (15) feet to any side property line, an aggregate of thirty (30) feet to the adjacent dwelling, additionally, no building shall be constructed any nearer than forty (40) feet to the front

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property line or any nearer than twenty-five (25) feet to the rear property line.

3.04 Structures/Amenities Permitted. No Mobile home, house trailer, camper (including recreational vehicles) garage, or the basement of a contemplated permanent dwelling shall be occupied as a residence either on a permanent or temporary basis. All Structures constructed or placed on any Tract shall be built of substantially new materials and no used Structures shall be placed on any Tract, except a doghouse, swing set or a children's playhouse. No Structure, building, modular or site built amenity, however permanent or temporary in function, shall be permitted with the rear property setback.

3.06 Auxiliary building. Every auxiliary building shall be constructed onsite and the architectural design and exterior construction materials shall be the same as the residence. This may include a detached garage, utility building or other structure used for purposes related to the storage of household, vehicular and/or maintenance items. Design and placement of said buildings must be approved by Architectural Review as set forth in Article 5 herein prior to construction.

3.11 Driveway. Declarant has prepaid initial culvert fees, therefore, all driveway pipe installed in ditches which are in the road right of way shall be installed by Avery County Public Works and shall meet applicable governmental standards (in no case less than 15" diameter). All improvements (fences, landscaping, etc.) constructed in the road right of way (road right of way typically extends beyond rear slope of roadside ditch) must meet applicable governmental standards. No other driveway piping is permitted without an encroachment permit issued by Avery County Engineering and review and approved by Declarant as set forth in Article 5.

3.13 Mailboxes. This provision is deleted.

3.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and one horse per fenced acre of land is permitted. Household pets kept by an Owner shall not be permitted to run free or to roam at large at any time. All animals or pets, when permitted outside the residence or fenced area, must be under the direct control of the Owner or responsible person through use of a leash or similar restraint. Any Owner found in violation of this

Article will receive one courtesy letter from Declarant, or its assigns, and said Owner will have 30 days within which to comply with the Restrictions. Thereafter Declarant shall have the right to enforce the Restrictions pursuant to Article 4 herein.

3.17 *Beautification.* Each Owner covenants to preserve and maintain the exterior of all improvements to the real estate together with lawn, trees and shrubbery care in a good and reasonable manner. No Owner shall permit his or her lot or the improvements thereon to become unsightly. ~~No cutting of grand trees thirty two (32) inches in diameter measured four (4) feet from the ground shall be removed without approval from Declarant or its assigns, unless located within the Homesite Footprint as approved pursuant to Article 5 herein. Undeveloped lots are not exempt from this provision. The Owner may cut and trim trees to open and maintain the view or views from the Lot and for the building site on the Lot, however, clear cutting, logging and timbering of the Lot is strictly prohibited.~~ Except in naturally wooded areas, Owners of such Lots shall cut vegetation and grass in a timely manner by usual methods of maintaining the appearance of such lots. Failure of an owner of any lot to comply with this requirement, after five (5) days notice, shall entitle Declarant, or its assigns to maintain the lot and include the reasonable cost as an additional assessment to the Owner, plus attorney's fees. All tracts, whether improved or unimproved, shall be kept free of dead trees or limbs, which are a danger to abutting property or roads. Trash, construction debris and rubbish shall be disposed of in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health or safety of other residences. In the event the owner, or his contractor or agent, fails to comply with the terms of this provision, the Declarant, or its assigns, shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken within 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with this provision. All expenses incurred by the Declarant, or its assigns, shall be paid by the owner of the tract immediately upon receipt of a statement from the party incurring the expense.

3.29 *Resale of Lot.* This provision is deleted.

4.02 *Maintenance Fee.* Except as otherwise specifically provided, the owner of each tract by acceptance of a deed therefore by virtue of such ownership shall agree to an annual maintenance fee. Each owner of a tract is deemed to covenant and agree to, and shall pay to Declarant, or its assigns, an annual fee to pay for the cost of operating,

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maintaining and repairing the Common Areas, as herein defined, within The Views at Cranberry. Fees will also be used for the maintenance, preservation, improvements, landscaping, and lighting of The Views at Cranberry and the administration thereof, including, but not limited to, obtaining general liability and/or errors and omissions insurance, payment of property taxes, office personnel expense, legal fees incurred to make any amendments to plats or restrictions, or attorney's fees incurred to enforce restrictions. Each owner of a tract subject to this assessment obligation, including owners of tracts in subsequent sections or phases of The Views at Cranberry who are subject to these restrictions by amendment or supplemental filings, shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor. Each lot owner shall be obligated to pay to the Declarant or its assigns, the sum of \$400.00 per year beginning January 1 of each year with said fee to be prorated as necessary. The assessments and charges created herein shall constitute a continuing lien upon each tract and, if not paid within thirty (30) days after the due date thereof, shall bear interest at the rate of ten percent (10%) per annum until paid. The lien may be enforced as allowed by law. The Lien created herein is specifically subordinated to the lien of any valid first mortgage upon any tract in the subdivision. Declarant, or its assigns, shall have the right to promulgate rules and regulations concerning the use of the Common Areas. Each person acquiring title to a tract binds himself; his heirs, and assigns to the maintenance fees, and further binds and obligates himself; his heirs, and assigns to pay the assessment to Declarant once it has been levied by Declarant.

Declarant may retain the legal title to the Common Area so long as it owns at least one lot in The Views at Cranberry. Declarant will be responsible for the maintenance and management of the Common Area(s) until the formation of a Property Owners' Association is complete or Declarant otherwise assigns it rights and obligations to a property management company or other entity for the purpose of maintaining and managing the Common Area(s). Before conveyance of the last lot owned by Declarant, Declarant may convey the Common Areas to an Association, property management company or other entity whose sole purpose is to retain title to, maintain, and manage the Common Areas, subject to taxes for the year of conveyance and to enforce restrictions, conditions, limitations, reservations, and easements of record; and also subject to the reservation hereby perpetually reserved to the Declarant, its successors and assigns, of the right to use and enjoy the same nonexclusive common utility easements, easements of drainage, and ingress and egress easements for the benefit of additional lands owned and to be owned by the Declarant.

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Except as amended herein, the Declaration of Covenants, Conditions and Restrictions for The Views at Cranberry as recorded at Book 415 at Page 2344 of the Avery County Register of Deeds Office, as amended from time to time, are hereby reaffirmed.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for The Views at Cranberry as recorded at Book 415 at Page 2344 of the Avery County Register of Deeds Office, as amended from time to time is executed by the Declarant to certify and confirm the amendment to the Declaration as provided by the Declaration and Chapter 47F of the General Statutes of North Carolina, as amended.

Premier Land Liquidators, LLC

By: _____
James A. Deal, Manager

_____ County, _____

I certify that the following person **James A. Deal**, Manager of Premier Land Liquidators, LLC, personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: _____

(Official Seal)

Print Name: _____

My Commission expires: _____

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STATE OF NORTH CAROLINA

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COUNTY OF AVERY

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR



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WHEREAS, The Views at Cranberry, LLC, its successors and/or assigns (the "Declarant"), is the fee simple owner of certain real property located in Avery County, North Carolina, which is described on a map recorded in Map Book 40 at Page 165 in the Avery County Public Registry, and desires to establish on a portion thereof a community consisting of residential dwellings to be known as The Views at Cranberry, LLC, Phase I and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in The Views at Cranberry this 25 day of June, 2007.

WHEREAS, Declarant desires to insure the attractiveness of The Views at Cranberry and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within The Views at Cranberry and to provide for the maintenance and upkeep of all common areas in The Views at Cranberry. To this end, Declarant desires to subject the real property described herein, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, liens, charges, assessments hereinafter set forth, each and all of which is and are for the benefit of said property and each future owner thereof; and

WHEREAS, Declarant further desires to and does retain its right until such time that the Declarant, in its sole discretion, is ready assign to The Views at Cranberry Lot Owners Association, Inc. its powers of owning, maintaining and administering the common areas in The Views at Cranberry, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in The Views at Cranberry to insure the residents' enjoyment of the specific rights, privileges and easements in the common areas, and to provide for the maintenance and upkeep of the common areas.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property shown on said Map described herein and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, the Declaration and matters to be construed as covenants running with the land which shall be binding on

all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

ARTICLE 1

SUBMISSION TO NORTH CAROLINA PLANNED COMMUNITY ACT &
DESCRIPTION OF THE PLANNED COMMUNITY

1.01 The real property and improvements which comprise The Views at Cranberry, a Planned Community are hereby submitted to the provision of the North Carolina Planned Community Act (N.C.G.S. §§ 47F-1-101 et seq.) (Referred to hereinafter and in the By-Laws as the "Act").

1.02 The name of the Planned Community is The Views at Cranberry.

ARTICLE 2

DEFINITIONS

2.01 "Association" shall mean The Views at Cranberry Lot Owners Association, Inc. a North Carolina non-profit corporation to be formed.

2.02 "Builder" means any Person in the business of building and selling homes to individuals, and who purchases Lots and construct homes for sale in The Views at Cranberry, so long as any such Builder is approved by and in good standing with Declarant and with the State of North Carolina Regulatory Agencies. Declarant's approval of a Builder in no way warrants that Builder's workmanship or construction.

2.03 "By-Laws" means the by-laws of the Association

2.04 "Common Area" may include (a) one or more signs identifying The Views at Cranberry, and columns, retaining walls or fences at entrance locations (b) any landscaping, water feature(s) or lighting associated with any Common Area, (c) the subdivision entrance area, and (d) any other land, improvement, facility or amenity which Declarant may construct on the property subject to these restrictions and designated as Common Area or open space on the Map as defined herein.

2.05 "Declarant" means The Views at Cranberry, LLC, a North Carolina limited liability company, or any successor and/or assigns to whom The Views at Cranberry, LLC assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the official records of the County, or any mortgagee of Declarant which takes control of the Property by foreclosure or trustee's deed.

2.06 "Declaration of Covenants and Restrictions" means this Declaration and all amendments or supplements hereto.

2.07 "Lot" means any numbered Tract, lot or plot of land, together with any improvements thereon, as shown on the Map which is not a dedicated street or Common Area.

2.08 "Map" means the map of The Views at Cranberry recorded in Map Book _____ at Page _____ in the Avery County Public Registry, and any re-recordings thereof.

2.09 "Mobile Home" means any dwelling unit that: (i) is not constructed in accordance with the standards set forth in the North Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

2.10 "Modular Home" means any dwelling unit constructed in accordance with the standards set forth in the North Carolina State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

2.11 "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, and shall include Declarant as to any Lot owned by Declarant. Owner's family, tenants, guests or agents shall be subject to these Restrictions. "Owner" shall not include any person or entity holding an interest in a Lot merely as security for the performance of an obligation or as a tenant.

2.12 "Person" means an individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

2.13 "Property/Project" means the property shown on the Map exclusive of the public rights of way shown on the Map, which Property includes the Lots and the Common Area.

2.14 "Public Roads" means all roads and cul-de-sacs in the Property and shown on the Map, all to be maintained by the Declarant until accepted for dedication and public maintenance by the State of North Carolina or other governmental entity.

2.15 "Restrictions" means this Declaration and all amendments or supplements hereto.

2.16 "Structure" means (a) any thing or object the placement or construction of which upon any Lot may affect the appearance of such Lot, including but not limited to, any building, garage, porch, shed, gazebo, patio cover, pool, statuary, fence, paving, driveway, wall, all forms of landscaping, signs, temporary or permanent living quarters and tents, antennae and satellite dishes; (b) any excavation, grading, fill, ditch, berm, or other thing or device which affects or alters the flow of surface waters from, upon or across any Lot as originally graded by Declarant, or which affects or alters the flow of any water in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot.

2.17 "Tract" means any numbered Lot, tract or plot of land, together with any improvements thereon, as shown on the Map which is not a dedicated street or Common Area.

2.18 All other definitions not specifically set forth above, shall be in accordance with N.C.G.S. § 47F-1-103.

ARTICLE 3
RESTRICTIONS AND REQUIREMENTS

3.01 Dwelling Use. No tract shall be occupied or used except for single-family residential purposes. Only one residence is permitted on any tract. No tract shall be used for the purpose of ingress or egress to or through any other property contiguous to The Views at Cranberry except for tracts owned by Declarant.

3.02 Dwelling Size/Garage. Each residential unit shall contain a minimum of 1,800 square feet of heated, enclosed living area, exclusive of patios, porches, garages and basements (finished or unfinished). Each two-story dwelling shall contain a minimum of 1,200 square feet of enclosed, heated living area on the first (main entry level) floor. Garages are optional, however, whether attached are detached, they must be constructed of the same materials as the residence and conform to the design and style of the residence, as well as, the development standards of the Project.

3.03 Property Setbacks. No building shall be constructed nearer than ten (15) feet to any side property line, an aggregate of thirty (30) feet to the adjacent dwelling, additionally, no building shall be constructed any nearer than forty (40) feet to the front property line or any nearer than twenty-five (25) feet to the rear property line.

3.04 Structures/Amenities Permitted. No Modular home, Mobile home, house trailer, camper (including recreational vehicles) garage, or the basement of a contemplated permanent dwelling shall be occupied as a residence either on a permanent or temporary basis. All Structures constructed or placed on any Tract shall be built of substantially new materials and no used Structures shall be placed on any Tract, except a doghouse, swing set or a children's playhouse. No Structure, building, modular or site built amenity, however permanent or temporary in function, shall be permitted within the rear property setback.

3.05 Exterior Façade. One hundred percent (100%) of the exterior construction material for a residence, excluding roofing materials, doors and windows (and their trim), eaves, soffits, vents and posts shall be wood siding, log, stone, manufactured stone, timber, bark siding, or native materials to Appalachian Region. No exterior of any house shall have chipboard, masonite, aluminum or vinyl siding, or be constructed of a material that does not meet the all-natural building requirement (manufactured stone excluded)

3.06 Auxiliary building. Every auxiliary building shall be constructed onsite and the architectural design and exterior construction materials shall be the same as the residence. This may include a detached garage, utility building or other structure used for purposes related to the storage of household, vehicular and/or maintenance items. Design and placement of said buildings must be approved by Architectural Review as set forth in Article 3.01 herein prior to construction.

3.07 Plumbing. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the Tract Owner and approved by the appropriate governmental authority unless public sewage becomes available to the Tract.

3.08 Fireplaces. Gas and/or wood-burning fireplaces shall be allowed. Prefabricated fireplaces on an outside wall with chimneys that do not extend beyond the roofline must be located at a hip designated roof. An interior chimney may be veneered with any permitted building material, except metal. Flashing, caps, and similar chimney parts may be metal.

3.09 Roof. Roof pitch shall be a minimum ratio of 8/10, except that screen porches, sunrooms and similar ancillary rooms may have a roof pitch of 3:12.

3.10 Foundation/Retaining Walls. All concrete block above ground level must be covered in brick, stone or stucco in order to completely hide the concrete block and any mortar seams. Split faced block may be used as exposed foundation material, subject to architectural review and approval set forth herein which may limit area, color, and finish (paint, stucco, etc.).

3.11 Driveway. All driveways must have a concrete wearing surface, and may include brick or stone pavers or decorative stamped concrete, all of which are subject to architectural review. Declarant has prepaid initial culvert fees, therefore, all driveway pipe installed in ditches which are in the road right of way shall be installed by Avery County Public Works and shall meet applicable governmental standards (in no case less than 15" diameter). All improvements (fences, landscaping, etc.) constructed in the road right of way (road right of way typically extends beyond rear slope of roadside ditch) must meet applicable governmental standards. No other driveway piping is permitted without an encroachment permit issued by Avery County Engineering and review and approval by Declarant as set forth in Article 3.01 herein.

3.12 Fencing. No walls or fences shall be permitted between the front wall of a dwelling and the street it faces. Streetscapes and retaining walls are permitted subject to architectural review and approval set forth herein. Except as expressly provided herein, all fences shall be built of stone, masonry or decorative powder-coated metal and shall be architecturally compatible to the Owner's house. No fence in excess of 4 feet in height shall be permitted within 10 feet of any lot line, and no fence in excess of 6 feet in height shall be permitted on any lot.

3.13 Mailboxes. All mailboxes shall be uniform in size and color, and conform to the design approved by Declarant, or its assigns, and made available to each purchaser from Declarant prior to the closing. Each owner shall be responsible for all costs associated with the purchase and installation of the mailbox and its support.

3.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets kept by an Owner shall not be permitted to run free or to roam at large at any time. All animals or pets, when permitted outside the residence or fenced area, must be under the direct control of the Owner or responsible person through use of a leash or similar restraint. Any Owner found in violation of this Article will receive one courtesy letter from Declarant, or its agents, and said Owner will have 30 days within which to comply with the Restrictions. Thereafter Declarant shall have the right to enforce the Restrictions pursuant to Article 4 herein.

3.15 Prohibited activities. No noxious, offensive, immoral, improper or illegal activities shall be conducted on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance, inconvenience or nuisance to the residents of the Property or unreasonably interferes with the quiet enjoyment of occupants of Lots or guests. No Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any other residence or any part of the Common Area or which would be in violation of any law. No doorways, walkways or streets shall be obstructed in any manner, which would interfere with their use for ingress or egress in the event of fire, earthquake or other emergency. No oil or natural gas drilling, refining, quarrying, mining or timbering operations of any kind shall be permitted upon or in any tract and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.

3.16 Laundry. No laundry or wash shall be dried or hung upon the exterior of any Lot or any place visible within the Property from outside such Lot.

3.17 Beautification. Each Owner covenants to preserve and maintain the exterior of all improvements to the real estate together with lawn, trees and shrubbery care in a good and reasonable manner. No Owner shall permit his or her lot or the improvements thereon to become unsightly. No cutting of grand trees thirty two (32) inches in diameter measured four (4) feet from the ground shall be removed without approval from Declarant or its assigns. Undeveloped lots are not exempt from this provision. Except in naturally wooded areas, Owners of such Lots shall cut vegetation and grass in a timely manner by usual methods for maintaining the appearance of such lots. Failure of an owner of any lot to comply with this requirement, after five (5) days notice, shall entitle Declarant, or its assigns to maintain the lot and include the reasonable cost as an additional assessment to the Owner, plus attorney fees. All tracts, whether improved or unimproved, shall be kept free of dead trees or limbs, which are a danger to abutting property or roads. Trash, construction debris and rubbish shall be disposed of in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health or safety of other residences. In the event the owner, or his contractor or agent, fails to comply with the terms of this provision, the Declarant, or its assigns, shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken within 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with this provision. All expenses incurred by the Declarant, or its assigns, shall be paid by the owner of the tract immediately upon receipt of a statement from the party incurring the expense.

3.18 Waste Disposal. All rubbish, trash, garbage or other waste material shall be kept in sanitary containers out of sight and under cover except on days of trash collection. All equipment for the storage or disposal of such materials shall be kept in a clean sanitary condition. No Lot or portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials except that composting is permitted with appropriate sanitary and aesthetic measures maintained. Failure of an owner to comply with this requirement, after five (5) days notice, shall entitle Declarant to maintain the lot and include the reasonable cost of such maintenance as an additional assessment to the Owner. Yard incinerators for the disposal or burning of trash or yard waste are not permitted.

3.19 Sewage Disposal. All sewage disposal and gray water systems, including garage and patio floor drains, shall be connected to fully approved individual septic systems. Lot owner shall be responsible for obtaining the approval of the Avery County Health Department and/or other appropriate state or county agencies regarding the design and construction of the septic system.

3.20 Media/Communication devices. No satellite reception disk or device larger than 24" in diameter shall be permitted. Conforming satellite reception disks or devices shall be located on the rear side of the roof or in the rear or side yards. Antennas for amateur radios or other uses are prohibited.

3.21 Swimming pools. All swimming pools must be in-ground and shall be screened from view by adjoining tracts and the streets by means of landscaping and/or attractive screening material. It shall be the affirmative obligation of the Owner as required by law to enclose any swimming pool with fencing and restrict the access thereof with the appropriate gates, locks and latches.

3.22 Motor Vehicles. No tractor-trailer rigs (as a unit or the individual components thereof), buses or heavy equipment, including, but not limited to, work vehicles or trailers, shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the tract. Any recreational vehicle, boat, trailer or camper trailer must be stored out of view of nearby tracts or the street in a garage or approved auxiliary building. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract. No repairs to any automobile or other vehicle shall be made or performed on any driveway within the Property, except in the case of emergency.

3.23 Motorcycles. Motorcycles shall be allowed within the Property, however, use of motorcycles within the Property shall be restricted to the purpose of traveling in as direct course as possible from the entrance to the owner's residence and back. "Joy riding" throughout the Property or any common areas, including, but not limited to, logging roads and community trails is prohibited and shall not be tolerated.

3.24 Lot boundaries. No lot may be subdivided by any owner subsequent to the Declarant. Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract, which is owned by Declarant.

3.25 Rights of Way. The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, a ten (10) foot strip along the margin of each road right of way for the purpose of constructing, installing, maintaining, repairing and operating utility systems, mains and facilities, and water drainage.

3.26 Easement for Access. There is reserved an easement for access, ingress and egress in favor of owners of tracts in The Views at Cranberry and in favor of their invitees, over and across the streets shown on the Plat. Any damage (including tracking mud, pouring concrete or depositing debris) to a street shown on the Plat or to the ditches or shoulders of the street, or to the flow of drainage water along the said street, caused by driveway connections or traffic to and from the property owner's tract, shall be repaired at the expense of the owner connecting such driveway. Each property owner is held fully responsible for the acts of his agents, contractors, and subcontractors.

3.27 Temporary Marketing. Only the Declarant is permitted to place temporary marketing signs at the entrance to or in the Common Areas of The Views at Cranberry. No other temporary marketing or other signs shall be permitted at the entrance of The Views at Cranberry or within the Common Areas including, but not limited to, real estate signs, banners, balloons, directional or yard/garage sale signs. The only sign permitted on any Lot with an occupied residence is one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address and which is placed within twenty (20) feet of a driveway entrance, provided, that one small sign such as is used in the ordinary course of effecting residential sales transactions may be placed within twenty (20) feet of a driveway by real estate agents or by owners to advertise a residence for sale. For Sale by Owner signs are subject to review and approval by Declarant. All signs used by Builders during construction for the purposes of marketing a home for sale shall be uniform in size and color, and conform to the design approved by Declarant, or its assigns, and made available to each Builder from Declarant prior to the closing. Each Builder shall be responsible for all costs associated with the purchase and installation of said signs.

3.28 County Ordinances. Zoning ordinances, restrictions and regulations of Avery County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these restrictions and such ordinances, restrictions or regulations, the more restrictive shall apply. The invalidation or unenforceability of any provision of these covenants by judgments or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect.

3.29 Resale of Lot. Any Lot sold by Declarant, which remains unimproved and which Owner subsequently markets for resale must be listed for sale with Declarant.

3.30 Fuel Tanks. Fuel tanks (propane, oil, etc.) must be buried according to fuel supplier specifications.

3.31 Exterior Lighting. No high intensity lights shall be permitted that cast significant light onto neighboring lots. Standard "flood lights" for safety and illumination may be allowed. Christmas lights and ornaments shall be allowed between November 21st and January 6th provided they do not cause excessive light onto neighboring lots or create noise outside the lot boundary.

3.32 Time-sharing. Time-sharing and time shares as defined in the North Carolina Time Share Act (N.C.G.S. § 93A-39 et seq.) of any Lot in The Views at Cranberry shall be prohibited.

3.33 Lease and Rental Properties. Resident Lots may be rented only in their entirety; no fraction or portion may be rented. No transient tenants shall be permitted. All leases must be for a term of not less than three (3) consecutive nights except by written permission of the Board of Directors in its sole discretion. All leases and lessees are subject to the provisions of the Declaration, Bylaws, and Rules and Regulations. The Lot Owner must make available to the tenant copies of the Declaration, Bylaws, and Rules and Regulations. "Leasing" for purposes of this Declaration is defined as regular occupancy of a Resident Lot by any person other than the Owner for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

ARTICLE 4
PROPERTY OWNERS' ASSOCIATION

4.01 Property Owners Association. Pursuant to the Act, the Declarant shall form a Property Owners Association to own, maintain and administer the common areas at The Views at Cranberry, upon assignment of those rights, which time shall be at the sole discretion of the Declarant but not before Declarant has sold and conveyed 85% or more of the Lots to which these restrictions apply. The Views at Cranberry Lot Owners Association, Inc., once formed, and assigned the rights from the Declarant, but not before, shall have the right to enforce the restrictions and conditions contained in this declaration as well as manage common areas as identified in these restrictions or on the subdivision plat(s). The Association shall be organized under the laws of the State of North Carolina, and each property owner shall automatically become a member of the Association upon purchase of a Lot, with full voting rights, but all powers being reserved unto the Declarant until such time the Declarant shall assign its rights to the Association. The owner of each tract shall be entitled to cast one vote for each tract owned; any subsequent combination of lots will not reduce owner's responsibility to continue to pay an assessment for each lot originally purchased prior to the lot combination. The officers and directors of the Association shall be property owners and all fees set by the Association for maintenance shall be set by the directors of the Association. The initial directors shall be elected by the Members at the first meeting or appointed by the Declarant and shall be governed by the By-Laws and in accordance with the Act.

4.02 Maintenance Fee: Except as otherwise specifically provided, the owner of each tract by acceptance of a deed therefore by virtue of such ownership shall agree to an annual maintenance fee. Each owner of a tract is deemed to covenant and agree to, and shall pay to Declarant, or its assigns, an annual fee to pay for the cost of operating, maintaining and repairing the Common Areas, as herein defined, within The Views at Cranberry. Fees will also be used for the maintenance, preservation, improvements, landscaping, and lighting of The Views at Cranberry and the administration thereof, including, but not limited to, obtaining general liability and/or errors and omissions insurance, payment of property taxes, office personnel expense, legal fees incurred to make any amendments to plats or restrictions, or attorney's fees incurred to enforce restrictions. Each owner of a tract subject to this assessment obligation, including owners of tracts in subsequent sections or phases of The Views at Cranberry who are subject to these restrictions by amendment or supplemental filings, shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor. Each lot owner shall be obligated to pay to the Declarant or its assigns, the sum of \$720.00 per year beginning January 1 of each year with said fee to be prorated as necessary. There is an automatic five percent (5%) cumulative per year increase allowed. An increase of greater than five percent (5%) will require a two-thirds (2/3) vote of all lot owners which will include lots owned by Declarant. The assessments and charges created herein shall constitute a continuing lien upon each tract and, if not paid within thirty (30) days after the due date thereof, shall bear interest at the rate of ten percent (10%) per annum until paid. The lien may be enforced as allowed by law. The Lien created herein is specifically subordinated to the lien of any valid first mortgage upon any tract in the subdivision. Declarant, or its assigns, shall have the right to promulgate rules and regulations concerning the use of the Common Areas. Each person acquiring title to a tract binds himself, his heirs, and assigns to the maintenance fees, and further binds and obligates himself, his heirs, and assigns to pay the assessment to Declarant once it has been levied by Declarant.

Declarant may retain the legal title to the Common Area so long as it owns at least one lot in The Views at Cranberry. Declarant will be responsible for the maintenance and management of the Common Area(s) until the formation of a Property Owners' Association is complete or Declarant otherwise assigns it rights and obligations to a property management company or other entity for the purpose of maintaining and managing the Common Area(s). Before conveyance of the last lot owned by Declarant, Declarant may convey the Common Areas to an Association, property management company or other entity whose sole purpose is to retain title to, maintain, and manage the Common Areas, subject to taxes for the year of conveyance and to enforce restrictions, conditions, limitations, reservations, and easements of record; and also subject to the reservation hereby perpetually reserved to the Declarant, its successors and assigns, of the right to use and enjoy the same nonexclusive common utility easements, easements of drainage, and ingress and egress easements for the benefit of additional lands owned and to be owned by the Declarant.

4.03 Violation of Restrictions. If any person shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations.

4.04 Consequences of Violations. Declarant will notify owner of any violations or non-compliance of the Restrictions and owner will have five (5) days to correct said violation or otherwise comply with the Restrictions. If owner fails to correct said violation or otherwise comply with the Restrictions, Declarant will have the right to impose a fine not to exceed \$100 for every month owner continues to be in violation of the Restrictions herein until such violation is complied with or corrected. Said fines created shall constitute a continuing lien upon the lot and may be enforced as allowed by law.

ARTICLE 5 ARCHITECTURAL REVIEW

5.01 Architectural Review. No lot clearing, construction, reconstruction, remodeling, or alteration of, or addition to, any building, improvement, device or structure of any kind, including, in addition to the residential structure and its appurtenant structures, all walls, fences, porches, patios, drives, walks, decks and swimming pools shall be commenced without the prior written approval of the Declarant, or its assigns, as to the proposed site location, plans and specifications of such building, improvement, device or structure. The enumeration of items above is made for clarification and example and is not intended to be, and shall not be construed to be, a limitation to the buildings, improvements, devices or structures controlled by this provision.

Process: There shall be submitted to the Declarant, or assigns, two (2) complete sets of the final plans, one full sized and one reduced sized (8"x14") and specifications for any and all proposed improvements, the erection or alteration of which is desired, along with a completed architectural review form which shall be provided to Owner by Declarant, or its assigns. No structures or improvements of any kind shall be erected, altered, placed, or maintained upon or connected to any lot unless and until final plans, elevations and specifications therefore have received such written approval as herein provided. Under no circumstances shall verbal

approval or disapproval be given of any plans. Such plans shall include site plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with specifications for the proposed construction material, color schemes for roofs and exteriors thereof and proposed grading and landscaping. Any lot owner, who fails to obtain the approval, will be proceeding in constructing an improvement at his own risk. In addition, in the event that the Declarant, or assigns, must resort to legal action to enforce the restrictions herein set forth, Declarant, or assigns, shall be entitled to recover reasonable attorney's fees from the offending lot owner.

The Declarant, or assigns, shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. In the event, the Declarant, or assigns, fails to approve or disapprove such plans and specifications within thirty (30) days, Owner or Builder shall notify Declarant in writing by certified mail of such failure and Declarant shall have five (5) business days from the receipt thereof to approve said plans. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Declarant, or assigns, for its permanent files. Variances may be granted where circumstances, including but not limited to, topography, natural obstructions, environmental considerations, or hardship, require deviation from the Development Standards. Such variances shall be limited in scope and number, allowing no more deviation from the Development Standards than is necessary to circumvent the obstacle to the proposed design. No waiver shall be effective unless in writing. Subsequent to the approval of any proposed improvement, lot owner shall have the responsibility for making such improvement in accordance with the plans and specifications as approved.

5.02 Fees. The Declarant, or assigns, shall have the right to charge a reasonable fee for reviewing each application for approval of plans and specifications. Declarant reserves the right to increase the review fee in order to pay a reasonable fee for professional assistance in reviewing and approving the plans.

5.03 Development Standards. Declarant may institute development standards, which set forth the minimum standards for the design, size, location, style, structure, color, mode of architecture, mode of landscaping and relevant criteria deemed important by the Declarant for the construction of improvements of any nature in The Views at Cranberry.

The purpose of the Development Standards set forth herein is to protect the value of all real property subject to this Declaration and to promote the interest, welfare, and rights of all lot owners. Decisions of the Declarant, or assigns, approving or disapproving of plans and specifications shall be based on criteria it establishes for the Development, consistently applied, but such decisions shall be final and not subject to review or appeal.

By acceptance of a deed to any Lot, each Owner thereof and his successors and assigns agree to be bound by all provisions of such Development Standards, as well as all covenants set forth herein.

5.04 Violation of Approved Plans and Right of Entry. If it is determined by Declarant that work completed on any Lot has not been completed in compliance with the final plans approved by Declarant, Declarant may notify the Owner in writing of such non-compliance within thirty (30) days

of inspection, specifying in reasonable detail the particulars of non-compliance and may require the owner to remedy the same. The Declarant shall have the right to enter upon the Lot of any Owner and to perform compliance or remedy non-compliance as ordered by Declarant and the cost of such performance or remedy shall be charged to the Owner of the Lot in question, which cost shall be due within ten (10) business days after receipt of written demand thereof. If the Owner fails to remedy such non-compliance or to commence and continue diligently toward achieving non-compliance, Declarant shall notify the Owner that it shall take action to remove the non-complying improvements and/or seek injunctive relief, recovery of costs incurred, and imposition of a fine, which fine shall not exceed ten percent (10%) of the cost of achieving architectural compliance.

5.05 Non-Liability for Approval of Plans. Declarant's approval of plans shall not constitute a representation, warranty or guarantee, whether express or implied, that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such plans and specifications, Declarant does not assume any liability or responsibility therefore, for any defect in structure constructed from such plans or specifications. Declarant shall not be liable to any member, owner, occupant, or other person or entity for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, or (b) the constructions or performance of any work, whether or not pursuant to the approved plans, drawings and specification.

5.06 Non-Liability for Subsurface Soil Conditions. Declarant is not responsible for any subsurface soil conditions on any Lot.

ARTICLE 6 CONSTRUCTION ACTIVITY

6.01 Construction activity. Any partially completed structures or improvements for which construction activity has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire or other causes, shall constitute a nuisance and may be removed by the Declarant, or its assigns, if the owner of the tract fails to abate such nuisance within 30 days after written notice thereof is given. All costs expended by the Declarant, or its assigns, shall be paid by the owner and shall constitute a lien upon the tract until paid in full together with interest thereon at the rate of 8% per annum.

6.02 Construction area upkeep and environmental protections. All construction areas shall be kept in good order and properly maintained so that they do not become unsightly or a nuisance to the neighborhood. All debris shall be placed in dumpsters, which shall be emptied as necessary during construction in order to prevent spillage of debris on the ground. Porta-Jons shall be required upon each Lot during any construction activity and shall be located within the building setbacks as set forth herein. Reasonable efforts shall be made to screen locations of construction material storage areas, chemical toilets, dumpsters and other unsightly items from the line of the roadway. Silt fencing will be required where needed to keep eroded soils contained on a lot. Gravel will be required to be kept on construction driveways at all times. Construction projects shall minimize disturbance of tree concentrations to the maximum extent reasonable and all development proposals and permit applications shall require an erosion and drainage control plan.

LIMITATIONS

Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property may, but shall not be obligated to, extend these restrictions to such property by means of a supplemental declaration (which may include modifications applicable to such additional property) or impose such other restrictions or no restrictions as Declarant chooses.

These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until December 31, 2030 and shall continue for successive periods of ten (10) years thereafter unless amended pursuant to N.C.G.S. § 47F-2-117 or terminated pursuant to N.C.G.S. 47F-2-118. These restrictions may at any time and from time to time be modified or amended by Declarant without prior written notification or approval by any Owner of a Tract subject to these restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration as of the 20th day of June, 2007.

THE VIEWS AT CRANBERRY, LLC

By: [Signature]
Managing Partner

ATTEST: [Signature]

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Christopher R. Baxter sign, seal and, as the act and deed of The Views at Cranberry, LLC deliver the within written document for the uses and purposes therein mentioned, and that (s) he, with the other witnesses subscribed above, witnessed the execution thereof.

June, 2007.
H. Dates
Notary Public for South Carolina
Commission Expires: 8-2-09

