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FILED Nov 16, 2021 01:52:03 pm FILED
BOOK 01696 CHEROKEE
PAGE 0840 THRU 0856 COUNTY NC
INSTRUMENT # 07720 DAPHNE DOCKERY
RECORDING \$34.00 REGISTER
EXCISE TAX (None) OF DEEDS
KMW

GRAND VIEW FALLS
Declaration of Covenants
Restrictions & Easements
November 2021

CHEROKEE COUNTY, STATE OF NC
I, DAPHNE DOCKERY, REGISTER OF DEEDS in and for
said County do hereby certify that the within is a true and
correct copy of the original document as it appears on file
in this office. Witness my Official Seal and Signature of the
Register of Deeds.

16 day of Nov, 20 21

DAPHNE DOCKERY, REGISTER OF DEEDS

Karen Wright

REGISTER OF DEEDS, ASSISTANT DEPUTY



Grand View Falls

Cherokee County
North Carolina

DECLARATION OF COVENANTS,
RESTRICTIONS & EASEMENTS

Revised November 2021

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,
RESERVATIONS, TERMS AND CONDITIONS GOVERNING
GRAND VIEW FALLS**

WHEREAS, the undersigned, Pineapple Fields, LLC, is the owner and developer of a certain tract or parcel of land in Valletown Township, Cherokee County, North Carolina, said tract being more particularly described as follows:

All that certain tract or parcel of land containing 266.09 acres, more or less, Valletown Township, Cherokee County, North Carolina, as shown on that certain plat of survey by Phillip G. Allen, R.L.S. No. L-3081, entitled "Composite Boundary Re-Tracement Survey for Rushing Creek Development, LLC, Valletown Township, Cherokee County, North Carolina" dated March, 2006, reference to which plat is hereby made for greater certainty of description of said land and the adjoining properties.

AND WHEREAS, it is the plan of the undersigned to devote said land exclusively for residential purposes and to develop said land with homes that reflect the natural beauty of the mountains; and as a part of the development plan to said properties that the same shall be restricted according to the use and development herein intended by the Owner and Developer.

NOW, THEREFORE, Declarant declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following provisions, restrictions, conditions, easements, covenants, agreements, liens and charges, all of which are declared and agreed to be in furtherance of a plan for subdivision improvements and sale of said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property and every part thereof, all of which shall run with the land, be appurtenant thereto and shall be binding on all parties having acquired any part thereof.

I. DEFINITIONS

The following terms as used in this Declaration and Supplemental Declaration of Restrictions are defined as follows:

- (a) "Articles" means the Articles of Incorporation of the Association.
- (b) "Association" shall mean or refer to Grand View Falls Homeowners' Association.
- (c) "Board" means the Board of Directors.
- (d) "By-Laws" means By-Laws of the Association.
- (e) "Declarant" means Pineapple Fields, LLC, its successors and/or assigns.

- (f) "Declaration" means this Declaration of Covenants, Restrictions, Easements, Reservations, Terms, and Conditions Governing Grand View Falls.
- (g) "Developer" means Pineapple Fields, LLC, its successors and/or assigns.
- (h) "Development" means all real property situated in Valletown Township, Cherokee County, North Carolina, in the afore mentioned plat of survey and all other property which may be annexed thereto as provided herein.
- (i) "Owner" means any person, firm, corporation, trust or other legal entity, including Developer, who holds fee simple title to any lot.
- (j) "Supplemental Declaration" means any Declaration filed for record in Cherokee County, North Carolina subsequently to the filing of record of this document; or in the event of real property being annexed to the Development, the recorded Supplemental Declaration which incorporated the provisions of this Declaration therein by reference. In either event, the Supplemental Declaration shall include a description of the real property in the Development subject to the provisions of this Declaration and shall designate the permitted uses of such property.
- (k) "Improvements" mean all buildings, out-buildings, streets, roads, driveways, parking areas, fences and retaining walls and other walls, poles, antennas, and other structures of any type or kind.
- (l) "Lot" means any numbered or unnumbered lot or parcel of land within the Development as shown on a registered plat of survey.

II. PRINCIPAL USES

This Declaration shall designate the principal uses of lots. If a use other than set out herein is designated, the provisions relating to permissible uses may be set forth in a Supplemental Declaration. The provisions for residential use of a lot are set forth below:

Residential Dwelling

Except that as to those areas which may be designated on a plat or otherwise for a common enjoyment and use by all lot owners, lots in the subdivision shall be used for single family dwelling purposes only and shall not be higher than 2.5 stories above grade, exclusive of basements. The Declarant reserves the right to build or construct multi-family dwellings within the subdivision.

Outbuildings

Each Owner of land may place only one (1) outbuilding per lot, excluding garages. Garages will be considered primary dwelling. However, no metal structures may be used as outbuildings. All outbuildings must be approved by the Architectural Review Board.

Satellite Dishes

Satellite dishes must be Eighteen inches (18") or less in diameter.

Minimum Use

No residence shall be erected with an enclosed, heated floor area of less than 1,150 square feet on the main level, exclusive of basements, garages, carports, screened areas, porches, patios, terraces and decks, unless otherwise pre-approved by the Developer/Declarant/Owner prior to purchase acquisition of land.

Temporary Structures and Vehicles

No temporary building, trailer, garage, or building under construction on any Lot shall be used, temporarily or permanently, as a residence except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefore approved by the Architectural Review Board. Unless extended by Declarant, all temporary buildings, trailers, and sheds used by contractors or builders shall be removed at any time such contractor or builder has no house actively under construction.

Masonry Walls

All exposed masonry walls shall be covered with stucco, brick or rock or be painted masonry block.

Construction of Homes

The exterior of all houses shall be constructed of cedar siding or log siding, (whole or half logs) hardy board siding, or pine lap siding, which shall stay natural wood-tone colors to blend with the rustic/mountain character of the development.

Development must approve color of roofing on all houses and outbuildings until such time as the Developer assigns all of its interest in and to the road maintenance, and etc., to the Home Owners Association who shall then be given the responsibility and authority to approve the color of roofing on all houses and outbuildings. Unfinished tin roofing, silver roofing, or white tin roofing is prohibited.

The exterior of all houses and other structures shall be completed within one (1) year after the commencement of construction of the same. All building debris shall be cleaned up and removed from the lot and a reasonable amount of landscaping (such as removal of excess dirt, leveling or terracing of yards) shall be done within said one (1) year period and the yards reasonably maintained thereafter.

Construction Material Storage

All construction material placed upon any lot shall be assimilated so as not to interfere with the use and enjoyment of appurtenant lots thereto.

In the event that an Owner temporarily terminates construction of a residential building on or before the requisite one (1) year construction period as herein provided, all small building materials must be stored inside the structure and all large materials must be covered and stored beside and behind the structure during this period of time. It will be required that owner develops a plan to complete home within an acceptable period of time presented to the HOA/Declarant and this plan be pre-approved.

No Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. All lots shall be kept free of accumulations of brush, trash, junk, building materials, inoperable automobiles, or other unsightly things. After fourteen (14) days of written notice to the Owner, sent to the address contained in the list maintained by the Association and/or the Developer, the Association and/or the Developer, reserves the right of entry for the purpose of clearing away any such violations. Assessing the cost thereof against the Owner and such assessments shall be enforceable against the Owner as other liens herein provided for. The Developer shall not be required to comply with these provisions by anyone until all development work has been completed and the common properties, if any, deeded to the Association.

Fences

No electric wire fences, barbed wire fences, chicken or hog wire fences, stockade fences, or chain linked fences are permitted. Any fence must be approved by the Architectural Review Board.

Refuse Disposal. Concealment of Fuel Storage Tanks and Trash Receptacles

Owners shall conceal any fuel storage tank on any lot so as to render it not visible by neighbors of from the street view. Owners shall not allow accumulation of refuse or garbage on any lot except in a concealed receptacle.

Septic Tanks

Prior to the occupancy of any residence on any lot, a proper and suitable septic tank and accompanying system shall be installed on such parcel for the disposal and treatment of all sewage. No sewage shall be emptied or discharged into any marsh, stream, or ravine, or upon the surface of the ground. No sewage disposal system shall be permitted or used on any lot unless said system is located, constructed, and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority, and approval of said system shall be obtained from said authority prior to occupancy of any dwelling on any lot.

Maintenance of Lots

It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition(s) of building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area. Excavation and landscaping of a lot shall conform to approved practices of the appropriate County or state agency having jurisdiction over such matters.

All owners are responsible to maintain the existing condition of their lot's key features for the entire life cycle of the lot, as from the date of purchase from its original owner or any successors. All on-site stormwater, stream, spring, and water features which are existing at the time of purchase shall be the responsibility of the Owner to maintain and restore. In the event of any fault or issue with the water feature, it will be the responsibility of the Owner of the Lot to repair and or replace to its fully functioning condition.

Any lapse in maintenance or repair caused by Lot Owner neglect, which impacts the community, neighboring properties, etc. shall be the immediately cited by the Property Owner's Association and enforced.

In the event of failure of Owner to maintain the lot and/or the improvements thereon in good condition, the Association may make such repairs and perform such maintenance as may be necessary for the general benefit of the remaining Owners. The cost thereof shall be assessed against the Owner and such assessment shall be enforced as other liens as herein provided.

Individual Lot/Property owners are responsible for maintaining the entrance and to each of their lots by means of bush hogging, weeding, and re-application of gravel on an annual basis. Shall the lot Owner's elect to not maintain their driveway/entrance to their lots, they will receive up to two (2) written notices from the HOA. Following these two notices, the individual lot/property owner's will be given thirty (30) days to bring their driveway into compliance, at which time if not completed, the individual lot/property owner will be assessed remediation costs by the HOA. These costs will include fees for, but not limited to, bush hogging, land clearing, turning the driveway, and installation of new gravel. Driveway / entrance assessments will be reviewed on an annual basis, once per calendar year.

Animals

No animals, including, but not limited to swine, fowl, sheep, cattle or like farm animals, may be kept or raised on the property, except dogs, cats, and other household pets are permitted so long as they are kept within the lot boundary lines and are not raised for commercial purposes.

Signs

No signs whatsoever (including, but not limited to lot resale, commercial and similar signs) shall, without the Architectural Review Board's prior written approval of plans and specifications therefore, be installed, altered, or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof.

Dangerous Substances

Owner shall not store or permit to be stored any toxic chemicals, wastes or pesticides on any, lot.

Lot Subdivision

No lots are to be subdivided or combined/assembled into any lots less than 1 acre by anyone other than the Developer/Declarant/Owner. No lot, or combination of lots, shall be further subdivided by any person, other than the Developer/Declarant/Owner, nor shall any boundary lines of a lot, or a combination of lots, be altered by any person, other than the Developer, if the effect of such subdividing or alteration shall result in any of the altered lots having less than 1.00 acre, unless the subdivided portion containing less than 1.00 acre be merged with another lot. Provided, however, that an entire lot may be conveyed at the same time to two (2) or more adjoining lot owners with each of the grantees receiving a portion of the lot, so that the lot so conveyed ceases to exist as a separate lot. Where portions of a lot are conveyed to one or more adjoining lot owners for the purpose of merging such portion of that lot with an existing lot, each portion so conveyed shall not be deemed a separate lot and building site but shall be considered an addition to the lot of the acquiring landowner.

Junk Cars and Appliances

No unlicensed, unused, discarded, or salvaged motor vehicle, of any kind, or any part thereof, and no unusable or salvaged household appliance, or part thereof, shall be placed or left anywhere on any lot outside of any enclosed building or on the right of way of any subdivision road

Private Roadways

It is the responsibility of the individual Homeowner's to maintain their driveways and private roadway conveyance to their property. All driveways and means of conveyance shall be built with gravel with a minimum depth of 6". All private roadways shall be continually maintained and remain free of weeds and overgrowth.

Restriction of Use:

Lots may be used for one single-family residence per each Lot only and for no other purpose provided Declarant or any builder acquiring any Lots from Declarant may operate a Sales Office and/or Model Home on a Lot or Lots designated or approved by Declarant for this specific use. Declarant may at any time designate a specific area in the subdivision to construct multi-family buildings or for another purpose. These uses will not be in specific single family lot sections of the subdivision. See the appropriate sections in the Design Standards for specific requirements for the design, minimum size and detailing for each home along with submittal forms that need to be presented and approved. The following sections address specific restrictions for each lot.

Setback Restrictions

No residence or other building shall be constructed closer than thirty-five (35) feet from the centerline of a subdivision road or closer than fifteen (15) feet from any interior lot boundary lines. The interior lot set back shall not apply to the common boundary of lots where one owner owns two (2) or more adjoining lots.

III. RIGHT-OF-WAY AND EASEMENTS

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable, releasable and non-exclusive road and utility right-of-way for the purposes of ingress, egress and regress and utilities on, over, across and under all subdivision roads, whether existing or not, or as shown on the above-referenced recorded plat of survey, for the benefit of properties now owned or hereafter acquired by Declarant. Declarant further reserves the right to grant said right-of-way for the benefit of additional properties owned by third parties in its sole discretion.

Said road and utility rights-of-way are for the benefit, use and enjoyment of the subdivision lot owners and their heirs, successors and assigns, and every conveyance of the lands herein restricted shall be deemed to be subject to said easements, while conveying to the Grantee under said conveyance a similar right, appurtenant to his or her lands, in common with the Declarant, its successors and assigns, and other lot owners who have similar rights appurtenant to their lands.

The Declarant has constructed the roads serving the subdivision. The maintenance of the subdivision roads shall be the joint responsibility of the Owners on a pro rata basis with each lot in said subdivision bearing their proportionate share of the road repair and maintenance expenses. At such time ninety-five (95%) percent of the lots are sold, the Declarant may turn over the responsibility for providing and paying for all road maintenance to the Owners or the Association

The Declarant shall not be considered an Owner of the lots unsold. Each lot shall be exempt from its pro-rata share until the execution and delivery of a deed from the Developer/Declarant. Each Owner shall be furnished with an accounting of the expenses for road maintenance. In the event that action is necessary to enforce payment of the road maintenance expenses, the Owner(s) failing to pay said road maintenance expenses shall be responsible for all court costs, expenses of collections and reasonable attorney fees for the attorney of the Declarant or the Association.

IV. COMMON PROPERTY

(a) Conveyance of Common Property. The Declarant may from time to time convey to the Association or grant easements to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (such real and personal property is hereinafter collectively referred to as "Common Property"). The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property and upon acceptance thereof by the Association the Declarant's duties and obligations with respect to such Common Property.

Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarant and designated as Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency, or authority.

(b) The Declarant intends to convey to the Association, as part of the Common Property, portions of the Property, Front Gate, and associated Roadway Easements, which do not impact the Developer's private ownership. These areas will be noted on the final plat and final Declaration Of Covenants, Restrictions & Easements recorded with the County.

Every Owner shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy any part or all the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish.

(c) Maintenance The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. In addition, the Association shall maintain grass and other landscaping located along or in dedicated rights of way which were installed and maintained by Declarant, to the extent permitted by the applicable governmental authority, shall maintain all entry features, and shall maintain all storm water and well and disposal of treated septic discharge serving the Development until such facilities are dedicated to and accepted for maintenance purposes by the applicable governmental authority or the Grand View Falls Property Owners Association.

V. PROPERTY OWNERS ASSOCIATION

Membership Covenant

All Owners in this subdivision shall become members of the Association upon its organization. Each Owner of a lot subject to these covenants and restrictions shall maintain one (1) membership per lot. All Owners shall abide by the Bylaws of the Association as may be amended from time to time and further agree to pay to the Association an annual maintenance charge as hereinafter as set forth.

Assessments

SECTION ONE

Purpose for Assessments. The Developer and its successors in interest, including the Association as herein provided shall, pursuant to these Declarations, have the power to levy assessments as herein provided for the purpose of financing the operations of the Association and maintaining roads and other improvements for services within or for the benefit of subdivision lots, including roads, and/or utility easements of the subdivision in accordance with the formula herein set forth.

SECTION TWO

Creation of Lien and Personal Obligation for Assessments. Each lot is and shall be subject to a lien and permanent charge in favor of the Developer or the Association in the event of transfer by the Developer to the Association of any, and all rights and responsibilities it has under and pursuant to the terms of this indenture for the annual and special assessments set forth in Sections Three and Four of this Article V. Each assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the lot or lots against which it relates and shall also be the joint and several personal obligation of each Owner at the time the assessment becomes due and payable and upon such Owner's successor in title if unpaid on the date of the conveyance of the lot. Each and every Owner covenants to pay such amounts to the Developer or the Association when the same shall become due and payable. The purchaser of a lot at a judicial or foreclosure sale shall be liable only for the assessments due and payable after the date of such sale.

SECTION THREE

Annual Assessments. No later than December 1 of each calendar year the Developer or the Association, as assignee of any and all rights and responsibilities of the Developer, shall establish the annual assessments upon the following considerations: (1) the cash reserve, if any, on account with a lending institution as created for the benefit of the lots of the subdivision; (2) the expenditure devoted to the benefit of the subdivision lots during the immediately preceding twelve (12) month period; and (3) the projected annual rate of inflation for the forthcoming year foreseeable for the County in which the land subject hereto is situate as determined by review of information available to any person, firm or corporation by any governmental agency, lending institution or private enterprise which provides such statistical data upon request. The initial annual assessment for each lot shall be EIGHT HUNDRED DOLLARS EVEN \$800.00 for each lot owned, which will be due in full upon closing of on the sale of each lot on a pro-rated basis for remaining months within the calendar year. Additionally, upon closing of each new Lot Owner, there will be an Initiation fee of \$1,750.00 which is due at the time of closing, and check shall be made payable to the Grand View Falls Homeowner's Association and are non-refundable. Shall the Owner elect to move within less than twelve months of ownership in this community, the \$800.00 assessment will be refunded for the remaining months.

Developer, or the Association as assignee of the Developer as herein provided, shall give written notice to each Owner of each lot the annual assessment fixed against each respective lot for such immediately succeeding calendar year.

The annual assessments levied by the Developer or the Association as herein provided shall be collected by the Developer or the Treasurer of the Association as provided in Section Five (5) of this Article V.

The annual assessments shall not be used to pay for the following expenses:

- (a) Casualty insurance of individual Owners for their lots and improvements thereon or for their possessions within any improvement thereon, any liability insurance of such Owner insuring themselves and their families individually, which insurance coverage shall be the sole responsibility of the Owner(s)
- (b) Water, telephone, gas, sewer, cable television or electrical utility charges for each lot which expense shall be the sole responsibility of each respective Owner; and
- (c) Ad valorem taxes for any lot, improvement thereon, or personal property owned by Owner.

SECTION FOUR

Special Assessments. In addition to annual assessments, the Developer, or the Association as assignee of the Developer as herein provided, may levy in any calendar year, special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay expenses and for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements on any lot or appurtenances thereto; provided, however, that any such special assessment by the Association shall have the assent of the majority of the votes represented in person or proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such expenditure(s), written notice of which shall be sent to all Owners not less than Ten (10) days nor more than Sixty (60) days in advance of such meeting, which notice shall set forth the purpose of the meeting. Any special assessments shall be fixed against the specific lot or lots for which an expenditure is appropriated. The period of the assessment and manner of payments shall be determined by the Developer, or the Association as assignee of the Developer as herein provided, by the Board.

SECTION FIVE

Date of Commencement of Annual Assessments - Due Dates

Assessments are due in annual installments on or before January 30 of each calendar year.

The annual assessment(s) provided for in this Article V shall be paid in advance and the first annual installment for each such lot shall be due on January 30 of the year following the purchase of any lot.

The Developer, or the Association as assignee of the Developer, shall upon demand at any time, furnish any lot owner liable for any such assessment a certificate in writing setting forth whether the same has been paid. A reasonable charge may be made for the issuance of any certificate. Such

certificates shall be conclusive evidence of any payment of any assessment therein stated to have been paid.

SECTION SIX

Effect of Non-payment of Assessments, the Personal Obligation of the Owner, the Lien, Remedies of Developer and/or its Assignees, including the Association

If an assessment is not paid on the date when due as hereinabove provided, then such assessment, together with any interest thereon and any cost of collection, including attorney's fees as hereinafter provided, shall be a charge and continuing lien on the respective lot to which it relates and shall bind such property in the hands of the Owner, his heirs, legal representatives, successors and assigns for payment thereof. The personal obligation of the then Owner to pay such assessment and related costs shall remain his personal obligation, such prior Owner shall nevertheless remain as fully obligated as before to pay the Developer or its assignee any and all amounts which said Owner was obligated to pay immediately preceding the transfer of title thereto; and such prior Owner and his successor in title who may assume such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and his successor in title creating the relationship of the principal and surety as between themselves other than one by virtue of which such prior Owner and his successor in title would be jointly and severally liable to make any lot assessment payment.

Any such assessment not paid by the 15th day of March as herein set forth within which such assessment is due shall bear an interest at the rate of Two (2%) percent per annum from such date (delinquency date) on delinquent assessment fees, as well as a \$250.00 per/month management fee for the management of collections efforts of the Homeowner's account. All past due assessments shall be payable in addition to the basic assessment amount.

The Developer or its assigns, including the Association, may institute legal action against any Owner personally obligated to pay any assessment or foreclose its lien against any lot to which it relates or pursue either such course at the same time or successively. In such event, the Developer or its assigns, including the Association, shall be entitled to recover all attorney fees and collection effort costs associated with the individual homeowner's account and any, and all, other costs of collection, including, but not limited to court costs.

By the acceptance by Owner of a deed or other conveyance for a lot in the subdivision, vests' the Developer or its assigns, including the Association as herein provided, the right and power to institute all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in appropriate proceeding at law or in equity.

The Developer and its assigns, including the Association as herein provided, shall have the power to bid on any lot at any foreclosure sale and to require, hold, lease, mortgage and convey any lot purchased in connection therewith.

Shall the individual delinquent Lot Owner's elect, they do reserve the right to collateralize their property/lots in an effort to offset or dissolve their amount owed to the Association/Developer/Owner, which would include all Assessment Fees, Legal Fees, Collections Fees, and Attorney Fees. This effort will require pre-approval from the Developer/Owner, Pineapple Fields, LLC.

No Owner/Developer shall be relieved from liability from any assessment provided for herein by abandonment of his lot or lots.

A "Clear To Close" notice & letter shall be provided by the Association within forty-eight (48) business hours of request for any lot pending sale. No lot shall be sold or transferred ownership without the Association being reconciled. All Clear To Close letters will be provided by the Association's Manager directly to the closing attorney of record for the sale.

SECTION SEVEN

Subordination of the Charges and Liens to Deeds of Trust Secured by Promissory Notes

The lien and permanent charge for the annual and any special assessment (together with interest thereon and any such costs of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any deed of trust placed on any lot if, but only if, all such assessments with respect to any such lot having a due date on or prior to the date of such deed of trust is filed of record have been paid in full. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such lien of deed of trust is filed of record prior to the satisfaction, cancellation or foreclosure of such lien of deed of trust or sale or transfer of any mortgaged lot pursuant to any proceeding in lieu of foreclosure or the sale under power contained in any deed of trust.

- (a) Such subordination procedure is merely a subordination and not to relieve any lot owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is a lot owner; shall not relieve such property from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished as a result of such subordination or against the beneficiary of the lien of a deed of trust or his assignees or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by power of sale); and no sale or transfer for such property to the beneficiary of the lien of any deed of trust or to any other person pursuant to a foreclosure sale, or owner of such lot of any personal obligation, or relieve any subsequent lot owner from liability for any assessment coming due after such sale or transfer of title to a subdivision lot.
- (b) Notwithstanding the foregoing provision, the Developer or its assigns, including the Association as herein provided may, in writing at any time, whether before or after any lien of deed of trust is placed upon a subdivision lot, waive, relinquish or quitclaim in whole or in part the right of the Developer or its assigns, including the Association as herein provided, to any assessment provided for hereunder with respect to such lot coming due during the period while such property is or may be held by any beneficiary of the lien of any deed of trust pursuant to the said sale or transfer.

VI. REMEDIES FOR VIOLATIONS, AMENDMENT TERMS AND MISCELLANEOUS PROVISIONS

Enforcement

Theses Covenants, Restrictions, Easements, Reservations, Terms and Conditions shall run, with the land and shall be binding on all parties and all persons claiming under them.

Enforcement of these Covenants, Restrictions, Easements, Reservations, Terms and Conditions may be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Either the Developer or any successor in title to the Developer, or any Owner of any property affected hereby may institute such proceedings.

Amendment

These Covenants, Restrictions, Easements, Reservations, Terms and Conditions may be altered, amended or repealed at any time, by filing in the Office of the Register of Deed of Cherokee County, North Carolina an instrument setting forth such annulment, amendment or modification, executed by either the Developer or its assigns and/or successors in interest any time during which it owns 5% of record lots in the Development subject to this Declaration or Declarant is an Owner of adjacent properties which it intends or has intention to subdivide or, in the alternative, by the Owner or Owners of record as set forth on the records in the office of the Register of Deed of Cherokee County, North Carolina at any time of the filing of such instruments by consent in writing of Ninety-Five (95%) percent of the Owners of lots subject to these restrictions.

Invalidation

Invalidation of anyone (1) of the provisions of this instrument by a Judgment or Order of a court of competent jurisdiction shall in no wise affect the validity of any of the provisions which shall remain in full force and effect.

Developer's Obligations

In this instrument, certain easements and reservations of rights have been made in favor of the Developer. It is not the intention of the Developer in making these reservations and easements to create any positive obligations on the Developer insofar as building or maintaining roads, water systems, sewage systems, furnishing garbage disposal, beginning and prosecuting lawsuits to enforce the provisions of this Declaration, or of removing people, animals, plants or things that become offensive and violate this Declaration. Where a positive obligation is not specifically set forth herein, none shall be interpreted as existing as it relates to the Developer.

Term

The provisions of this Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for a period of Thirty (30) years from the date these Covenants are filed for record at the office of the Register of Deeds of Cherokee County, North Carolina at which time the said Covenants shall be automatically extended for successive periods of Ten (10) years unless prior to the beginning of such ten year period an instrument signed by the then Owner(s) of Ninety-five (95%) percent of lots subject to this Declaration agreeing to terminate, amend or modify these Covenants shall have been recorded in the office of the Register of Deeds of Cherokee County, North Carolina.

Governmental Regulations

The property herein described, and lots subdivided therefrom in addition to being subject to this Declaration, are conveyed subject to all present and future rules, regulations and resolutions of

the County of Cherokee, State of North Carolina, if any, relative to zoning and the construction and erection of any buildings or other improvements thereon.

Notices

Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or Owner of record(s) of the of the Developer, or its assigns, including the Association, at the time of such mailing.

Assignment

It is the intention of the Developer to assign and may assign any and all rights and responsibilities it has under the terms of this Declaration to the Home Owner's Association upon the sale / development / build and transfer of Ninety-five (95%) percent of the lots within Grand View Falls.

Supplemental Declaration and Annexation

Developer reserves the right to annex additional properties currently owned or subsequently purchased by the Developer to the terms and conditions of these restrictions by the recording of a Supplemental Declaration subjecting said properties to those Declarations.

VII. RESALE OF LOTS

If, and when, lots are offered for resale within the Grand View Falls Properties, the Developer/Declarant/Owner shall have the right of first refusal, prior to any public market sale. Homeowners are responsible for receiving a "Clear For Public Sale" letter from the Developer/Declarant/Owner prior to listing their property for sale on the Public Market.

VII. TILE ARCHITECTURAL CONTROL COMMITTEE

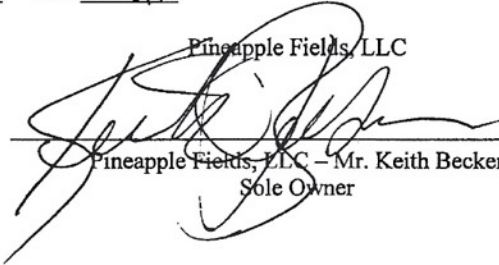
- A. General Powers. All Improvements constructed, placed, or planted on any Lot, Parcel or Common Area, except Improvements constructed by Declarant, must first have the written approval of the Committee. Approval of the Committee shall be defined as at least a 2/3 majority of the members of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two (2) sets of plans and specifications and shall show the location of all Improvements existing upon said Lot, the location of the proposed Improvement to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the relevant to the review process. The Lot Owner / Applicant is responsible for adhering to all state, local, and regional, municipal requirements for code and building construction. The committee review shall review all plans in fourteen (14) days or less after confirmation of receipt. In the event that the review takes longer than fourteen (14) days with no response, the review is considered automatically approved for building by the Architectural Board.

- B. Committee Membership. The Committee shall be composed of a total of three (3) Committee Members. These Committee Members be sitting on the Board of Directors, or they can be outside of the Board of Directors, however the committee cannot be less than three (3) Lot Owners within the community and shall be required to have a term of twelve (12) months, unless otherwise noted by the Declarant/Owner.
- C. Grounds for Disapproval. The Committee may disapprove any application:
1. If such application does not comply with this Declaration
 2. Because of the dissatisfaction of the Committee with grading plans, location of the proposed Improvements on a Lot, Parcel, or Common Area, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed Improvement, the materials used therein, the kind, pitch or type of roof, or the species of plants proposed to be placed thereon; or
 3. If, in the judgment of the Committee, the proposed Improvement will be inharmonious with the Property, or with the Improvements erected on other Lots, Parcels, or Common Areas.
- D. Rules and Regulations. The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove; etc.
- E. Variances. The Committee/Developer/Declarant/Owner may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other Lots or Parcel, including, but not limited to a handicap ramp.
- F. Certification of Compliance. At any time prior to the completion of construction of any Improvement, the Committee may require a certification/verification of compliance in the form of review of the site from the Owner of the Lot.
- G. Liability. Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, Declarant, the Association, nor any person acting on behalf of any of them shall be responsible in any way for defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of Improvements constructed pursuant thereto.
- H. Appeals. Any applicant shall have the right to appeal to the Board any decision of the Committee within thirty (30) days after entry of such decision.
- I. Maintenance. Any Improvement approved by the Committee and built by the Owner must be maintained by the Owner to the same degree as the Board maintains all other Lots, Parcels, or Common Areas. The Board has the right to make repairs to any Improvement to bring it back to the standards deemed necessary by the Board. The Board shall have the right to assess the Owner for any expenses incurred by the Board

IN WITNESS WHEREOF, the Developer has set its hand and seal this the 10 day of
Month November Year 2021

Pineapple Fields, LLC

By:


Pineapple Fields, LLC - Mr. Keith Becker
Sole Owner

STATE OF NORTH CAROLINA

COUNTY OF CHEROKEE

Elaine Planes, Adams, a Notary Public of the County and State aforesaid, certify
that Mr. Keith Becker, Member/Managers of Pineapple Fields, LLC, personally appeared before me this
day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this day 10th of Month November Year 2021

My Commission Expires: January 08, 2024

SEAL:



BY LAWS
OF
**GRAND VIEW FALLS HOMEOWNER'S
ASSOCIATION, INC.**

ARTICLE I — NAME

The name of the organization shall be Grand View Falls Homeowner's Association, Inc.

ARTICLE II — PURPOSE AND POWERS

1. The purpose of the Association is to provide for the common interest and integrity of the Grand View Falls subdivision in Cherokee County, North Carolina, including but not limited to the enforcement of rules, covenants and restriction, the maintenance, upkeep and repair of subdivision roads, any common areas, and any other common elements or concerns of the subdivision.

2. The Association shall have the powers granted to Non-Profit corporations under the North Carolina General Statutes in addition to any powers specified by the Articles of Incorporation of the Association and also any powers granted to the Association by the Restrictive Covenants, and amendments thereto, for Grand View Falls subdivision as recorded at Deed Book 1253, Page 839, and Deed Book 1292, Page 936, Cherokee County Registry (and any further amendments thereto) (the "Declaration") and also any powers granted to or reserved by the Owner/Developer/Declarant (Pineapple Fields, LLC) in said Restrictive Covenants and any amendments thereto, and also any powers provided to such an association by the Planned Community Act of the North Carolina General Statutes (Chapter 47F), and any other provision of North Carolina or Federal law. Specifically included in the powers of the Association is the authority to levy and collect annual assessments, special assessments, and dues from the members as may be necessary for the purposes set out above, and the power and authority to increase or decrease assessments, give discounts, access interest and penalties, and otherwise provide for the collection of assessments, both annual and special.

ARTICLE III — FUNDING AND FINANCIAL ARRANGEMENTS

1. NON-PROFIT STATUS. The Association shall be a non-profit corporation chartered by the State of North Carolina. All contributions and assessments thereto shall be non-taxable as allowed by the Internal Revenue Code.

2. FISCAL YEAR. The fiscal year of the Association shall be from January 1 to December 31.

3. EVENT OF DISSOLUTION. In the event of dissolution of this Association, all liabilities and obligations of the Association shall be paid, or adequate provisions be made therefore, and any remaining assets shall be distributed to the members of the Association in proportion to the dues, fees or assessments collected from the members, subject to the provisions

of NCGS §55A-13-02 and Article 14 of Chapter 55A, of the North Carolina General Statutes, the Nonprofit Corporation Act. However, in no event shall the residual assets of the Association be distributed in a fashion that terminates the Association's exempt status under Section 528 of the Internal Revenue Code of 1986 or any corresponding sections or provisions of any future United States Internal Revenue law.

ARTICLE IV — MEMBERSHIP

All owners of lots subject to the above referenced Restrictive Covenants for Grand View Falls Subdivision, in Cherokee County, North Carolina shall be members of the Association. Each lot that is current on its assessments and/or dues shall have one vote on all matters that come before the Association.

ARTICLE V — MEETINGS

1. TIME and PLACE. The time and place of the meetings of the membership shall be as specified by the Board of Directors and will be held in or around Andrews, North Carolina.
2. ANNUAL MEMBERSHIP MEETING. An annual membership meeting shall be held the first Saturday in November unless otherwise scheduled by the Board of Directors. The President will provide a written agenda along with the notification of the meeting sent out by the Secretary.
3. SPECIAL MEETINGS. Special meetings of the membership may be called at the request of a majority of the Board of Directors, or by a written petition of 20% of the membership stating the purpose of the meeting and items of discussion.
4. NOTICE OF MEETINGS. The secretary shall notify each member of the time and place of all meetings. Such notification shall be by mail thirty (30) days prior to said meetings.
5. QUORUM. A simple majority of the members present in person or virtually at a properly called meeting shall constitute a quorum at membership meetings.
6. PROXY VOTING. "Proxy" shall mean the written or emailed (virtual) authorization from an absentee voting member allowing another voting member to vote his or her interest in their absence. Proxy voting shall be allowed and any such proxy authorization shall be entered into the minutes of the meeting and shall be in effect for eleven (11) months after execution, unless otherwise stated in writing. Each lot is assigned one (1) vote for proxy voting. Residents with multiple lots will receive multiple votes.

ARTICLE VI — PERIOD OF DECLARANT CONTROL

The Declarant hereby retains the right to appoint and remove at any time and from time to time any or all members of the Board of Directors, and to determine the number thereof, and to appoint and remove at any time and from time to time any or all of the officers of the Association, until fifteen (15) days after the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of the Declaration; (ii) the date

upon which 95% of the lots in Grand View Falls Subdivision have been conveyed to third parties after final platting; or (iii) the surrender, in writing, by Declarant of the authority herein reserved.

Upon the expiration of the Declarant's rights reserved herein, a special meeting of the Association shall be called. At such special meeting the Members shall elect a new Board of five (5) Directors which shall undertake the responsibilities of the Board of Directors as set out herein and which shall serve until the next annual meeting of the Association.

ARTICLE VII - BOARD OF DIRECTORS

1. PURPOSE. NUMBER AND TERM OF OFFICE. The business and affairs of the Association shall be managed by a Board of Directors of five (5) individuals, who shall be entitled to act on behalf of the Association. The members of the Board of Directors shall be elected by the membership of the Association at each annual meeting of the members of the Association, to serve until the next annual meeting of the members, and those persons who receive the highest number of votes at a meeting shall be elected. Each member of the Board of Directors shall hold office until his/her death, disability, resignation or removal, or until the expiration of their term and the election of their successor. Not less than three (3) of the Directors elected by the membership of the Association must be members of the Association.

2. POWERS AND DUTIES. The Board of Directors shall have the power and the duty to act on behalf of the Association in all instances, except that the Board may not amend the Declaration, terminate the subdivision, elect members of the Board (except to fill any vacancy in its membership for the unexpired portion of a term) or determine the qualifications, powers, duties or terms of office of members of the Board.

3. REMOVAL OF DIRECTORS. Any director may be removed at any time with or without cause by a vote of at least sixty-seven percent (67%) of the total votes represented in person or by proxy at any meeting of the membership of the Association at which a quorum is present.

4. VACANCIES. In the event of the death, disability, resignation or removal of a director, their successor shall be selected and appointed by the remaining members of the Board of Directors to serve until the next meeting of the membership of the Association.

ARTICLE VIII - MEETINGS OF THE BOARD OF DIRECTORS

1. CALLED MEETINGS. Meetings of the Board of Directors may be called by or at the request of the President or any two directors.

2. NOTICE OF MEETING. The person or persons calling a meeting of the Board of Directors shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

3. WAIVER OF NOTICE. Any member of the Board of Directors may waive notice of any meeting. The attendance by a member of the Board of Directors at a meeting shall constitute a

waiver of notice of such meeting, except where a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4. QUORUM. A majority of the number of the members of the Board of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the members of the Board of Directors.

5. MANNER OF ACTING. Except as otherwise provided in these Bylaws, the act of the majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

6. INFORMAL ACTION BY MEMBERS OF THE BOARD OF DIRECTORS. Action taken by a majority of the members of the Board of Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the members of the Board of Directors and filed in the book of records of the Association, whether done before or after the action so taken.

7. COMMITTEES OF THE BOARD. The Board of Directors may establish either standing or ad hoc committees of the members to assist it in its work. Such committees shall be chaired by a member of the Board of Directors.

ARTICLE IX — OFFICERS

1. DESIGNATION. The officers of the Association shall consist of a President, a Vice-President, a Secretary, a Treasurer, and an Assistant Secretary. The offices of Secretary and Treasurer may be held by the same person; otherwise, no two offices may be held by the same person. •

2. ELECTION AND TERM. The officers of the Association shall be appointed by each newly elected Board of Directors of the Association as soon as practicable after the annual meeting of members at which that Board was elected. Members of the Board shall be eligible to serve as officers of the Association. Each officer shall hold office until their death, disability, resignation or removal, or until the appointment of their successor by a subsequently elected Board of Directors.

3. PRESIDENT. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. They shall, when present, preside at all meetings of the members. They shall sign, with the Secretary, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general they shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from

time to time. The President, together with the Secretary, shall execute any amendments to the Declaration or these Bylaws approved by the membership of the Association.

4. VICE PRESIDENT. In the absence of the President or in the event of thier death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President, and shall perform such other duties as from time to time may be assigned to them by the President or the Board of Directors.

5. SECRETARY. The Secretary shall: (a) keep minutes of the meetings of members, of the Board of Directors and of all Executive Committees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; (d) be authorized to certify and oversee the recordation of amendments to the Declaration or these Bylaws on behalf of the Association; (e) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to them by the President or by the Board of Directors.

6. TREASURER. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such depositories as shall be appropriate; and (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to them by the President or by the Board of Directors.

7. ASSISTANT SECRETARY. In the absence of the Secretary or in the event of their death, inability or refusal to act, the Assistant Secretary shall perform the duties of the Secretary, and in so doing shall have all the powers of and be subject to all the restrictions upon the Secretary.

ARTICLE X — AMENDMENTS

The bylaws of the Association may be amended by 51% affirmative vote of the members present at any duly called membership meeting, but only after the Board of Directors has made a recommendation for such a change and thirty (30) days notice has been given to the membership prior to any vote, and a copy of the proposed bylaw changes has been circulated to the membership for study and review.

ARTICLE XI — COMMITTEES

The Board of Directors may, by resolution of a majority of the Board, establish committees of two or more Directors to conduct the management of the Corporation. Other committees shall be established consisting of members of the Association, but may not exercise the authority of the

Board of Directors in the management of the Association. All committees shall function in accordance with the rules and procedures established by the Board of Directors.

ARTICLE XII — MULTIPLE LOTS

A member may, by petition to the Association, combine adjoining lots which are under said member's common ownership into one single lot, provided that no more than one dwelling exists on the lot then combined. In such event said combined lots shall then be considered as one lot for purposes of all assessments and dues, for all voting purposes, and for any and all other purposes related to the Association. Upon the conveyance of one of the lots combined, such that the multiple lots cease to be under common ownership, then the lot severed from the common ownership shall then again become a separate lot and thenceforth subject to all assessments and allotted one vote.

ARTICLE XIII - SECTION 528 STATUS

The Association shall elect and shall be managed in such fashion as to maintain tax-exempt status under Section 528 of the Internal Revenue Code of 1986. The Association shall not carry on any activities prohibited by an Association electing tax-exempt status under Section 528, or any corresponding sections or provisions of any future United States Internal Revenue law.

The foregoing instrument is hereby approved, accepted, and adopted by the Association as the Bylaws of Grand View Falls Homeowners Association, to be effective as of the date of filing of the Articles of Incorporation of said Association with the North Carolina Secretary of State, being March 14, 2007.

Grand View Falls

Cherokee County, North Carolina

ARCHITECTURAL REVIEW BOARD

DESIGN STANDARDS

Revised – November 2021

Statement of Intent

Grand View Falls is a unique environment. Located by Andrews on top of Granny Squirrel gap, the development of this landscape presents both a special opportunity and an implied obligation to build in a way that protects and respects the existing landscape. These Design Guidelines are intended to establish a framework in which Owners, with the assistance of their Architects, Landscape Architects, and Contractors, can build not only their vision of an escape in the mountains but a community of homes that share and reinforce a common vision.

Basis of Authority

These guidelines are made under the auspices of The Grand View Falls Declaration of Covenants, Restrictions & Easements, Pineapple Fields, LLC, Articles V, VI, VII and VIII. As outlined in the Covenants, these guidelines shall apply equally to all projects within the development. Establishment of the Architectural Review Board (ARB) and operations of that Board shall be as outlined in the Covenants. This document and the Covenants are intended to be complementary. The Guidelines are intended to provide clarity and greater detail to the general provisions of the Covenants.

These guidelines shall be approved by the ARB and the Board of Directors (Board) prior to taking effect. The ARB shall, as they see fit, draft revisions, additions, and modifications to these Guidelines and make such recommendations to the Board of Directors for approval of any such changes they see fit.

General Comments

The Guidelines and operation of the ARB are established with the intention of protecting the design integrity of the development and assuring a uniformly high quality of design and construction. The goals are of a high quality of design and creation of a cohesive and appropriate built environment that responds to its context underlies these Guidelines and the ARB's activities. In support of these goals, it is strongly suggested that Owners retain qualified and experienced Architects and Landscape Architects for their projects.

In establishing these guidelines, the Developer, the Board, and the ARB strive to establish the general and specific requirements and expectations of the projects to be built. The intent is to promote respect for the site and the natural landscape, the highest possible design quality, and the unity of design. It is not intended to stifle creativity or prohibit creative design solutions. These guidelines and the responsibility of the ARB are limited to the siting of each project, its landscape, and the exterior of the proposed project. The interior configuration, detailing, and

finish of the project are beyond the scope of the ARB and these guidelines except to the extent that the interior configuration has a direct effect on the exterior appearance of the project.

It is recognized that a written document establishing design guidelines cannot be exhaustive nor address every possible condition or eventuality. It is possible that a design may meet the specific requirements of the guidelines, but not create an acceptable design. In recognition of this fact, the ARB shall review each project on a case-by-case basis and reserves the right to reject or require changes in designs that may meet the letter but not the spirit of the Guidelines. Rejection may be made on purely aesthetic or site incompatibility grounds in recognition of the broader goal of protecting the beauty of the setting and maintaining the overall design vision of the development.

Shall the community not be turned over to the Homeowner's Association, the acting ARB will be the Developer/Declarant/Owner until the community is turned over.

Fees

A Design Review Fee of \$750 per project shall be submitted with the Preliminary Design Review submission. This fee is non-refundable and shall cover the expenses of the ARB. No re-submittal fees are required for any revisions or modifications to the initial plans.

Fines

Non-compliant homeowner's or lot owner are subject to a \$25.00 fine / per violation, shall the ARB elect that their home-site or lot does not need the community standards. Fines will be assessed on a monthly basis and can be compounded in the event that the homeowner does not elect to community a resolution or plan of action to the DRB.

Violations are billed on a Monthly basis, and payments are due within thirty (30) days of violation receipt.

REVIEW PROCESS

The ARB exists to review each proposed project and assure high architectural quality, site sensitive and appropriate designs, and the design and environmental integrity of the project. The Review Process is established to provide a systematic procedure to carry out these goals.

The ARB has fourteen (14) business days from date of submission to provide feedback on the proposed Architectural Modification/Addition. If feedback is not provided by the ARB within this time, it is assumed that the project is "Approved as submitted" and the Applicant may continue with their work as per the submitted application.

This process includes Preliminary Design Review, Final Design Review and Pre-Construction Site Inspection which must all be accomplished before Final Approval is granted and any on-site construction activities may begin.

Submissions will be "Approved", "Approved with Comments", "Approved with Comments -Resubmit" or "Not Approved" by majority vote of the ARB. Projects that are "Approved" or "Approved with Comments" may proceed to the next step in the process. It is strongly suggested that projects that are "Approved with Comments — Resubmit" or "Not Approved" should be resubmitted before moving forward in the process. While the Preliminary Design and Final Design Reviews can be combined in the

interest of time and an expedited review process, this practice is strongly discouraged. Design changes that may be required by the ARB may require changes to final construction documents. The ARB accepts no responsibility for changes or additional work that may be required as a result of the design review process or any applicant's attempts to expedite this process.

The ability of the ARB to fully understand, review, and approve any proposed design is dependent on the submission of complete, concise, and understandable documents. Documents submitted for approval should be professionally prepared and should accurately, clearly, and fully reflect the design intent of the proposed project. In order to determine the compatibility of proposed designs with these guidelines it is necessary for drawings to be developed beyond the schematic or diagrammatic level. Design features including, but not limited to exterior trim, porches, railings, eaves, and rakes should be adequately detailed in submitted drawings to convey the design intent of the proposed project. Drawings deemed unclear or incomplete by the ARB may be returned without review. Drawings shall be submitted in .PDF format to the ARB for review and electronic file management/storage.

For new construction builds, it is the responsibility of the homeowner to provide the Grand View Falls Homeowner Association with a copy of the Certificate of Occupancy upon complete and finished construction on-site.

No homes will be accepted into the community without a Certificate of Occupancy. Shall any construction be constructed/completed without the ability to provide a Certificate of Occupancy, the homeowner will be fined on a monthly basis a fee of \$500.00 until the project is brought into compliance and a Certificate of Occupancy can be provided.

Variations

The ARB will review projects on a case-by-case basis. Variations will be considered as a part of the design review process on the same case-by-case basis. Requests for variations shall be reviewed by the ARB and forwarded with recommendations to the Board of Directors for final action. It should be stressed that the ARB and the Board of Directors will grant variations only when the intent of this guideline and the overall good of the community have not been compromised. Support of the overall design goals and project integrity will take precedence over individual project goals with a focus on each project's size, context, and impact, on the community as a whole. Applicants must be able to show clear and compelling evidence in support of variance requests. Granting of variations does not establish precedence for future variance requests.

Revisions

Once final approval is granted, the Owner, their Architect, Builder, Landscape Architect, and General Contractor are committed to the execution of the approved design. Revisions made during the construction process must be presented to the ARB and / or their onsite representative for approval. Revisions may be approved at the discretion of the designated on-site representative or may be referred to the full ARB for their review and approval. Revisions not approved by the ARB may be deemed non-conforming and their removal or correction required of the Owner at his sole expense.

Pre-Design Review and Consultation

The ARB strongly urges Owners and their Architects or builder review and fully understand these Guidelines as a first step in design process. The ARB invites inquiries and requests for clarification in advance of drawings being submitted and will attempt to clarify or offer preliminary or partial reviews as necessary in an attempt to provide the Owners, and their design professionals, as much support as possible in the review and approval process. Questions should be submitted in writing to the ARB.

Design Review Criteria

Final Design submissions should include the following:

Final Site Location Plan — Scale 1" = 20' minimum, 1" = 10' recommended. Site plan shall include all proposed improvements. Location of utilities, HVAC equipment, drainage features, limits of clearing and sediment control measures shall be indicated.

Landscape Plan — Scale 1" = 20' minimum, 1" = 10' recommended. Submission of landscape plans for final approval may be delayed to up to 6 months following the start of construction.

Foundation Plan — Scale 'A" = -0".

Floor Plans — Scale 1/4" = 1%0". Floor plans should depict all elements of the proposed project necessary for construction.

Elevations - Scale 1/4" = 1'-0". Elevations should depict all exterior faces of the proposed project. At a minimum, one elevation should be fully delineated with the proposed exterior finishes, materials, and details.

Sections, Details, and Schedules — as necessary to fully document the proposed project. Electrical Plans — Design review will be for exterior lighting only.

Exterior Materials and Color Sample Board & Rendering. It is the responsibility of the Applicant to provide a fully detailed Rendering of the proposed Architectural Modification or Initial Build. This Rendering shall accurately represent the proposed home-site or addition.

LAND USE AND SITE DESIGN STANDARDS

Purpose and General Criteria

The intention of land use and site design standards is to promote the cohesive development of the property, enhance and protect the environmental qualities of the site, and reinforce the sense of community within the development.

Protection and enhancement of the natural beauty of the site should be foremost in the layout and development of each site. Protection of views and existing vegetation should be taken into consideration in the layout of proposed improvements on each site.

The density and configuration of the streets, lots, and neighborhood are intentionally designed to promote the street as a primary public and pedestrian space as well as a circulation space for vehicles.

The siting of each house should recognize the space between the front of the house and the street as an important semi-public transition space.

Existing Trees

Houses, drives, and other improvements shall be sited to preserve existing trees on-site and maintain the aesthetic of the community

Setbacks

The following setbacks are minimum standards. Setbacks are measured from the referenced location to the furthest extension of the proposed structure including roof overhangs and structured decks or porches. Landscape improvements, including terraces or patios are not subject to setback requirements.

Front (Street) Setbacks 20' from edge of street

Side Setbacks 15' from property lines

Rear Setbacks 15' from property lines

Easements

Utility or trail easements may be required to be granted and if so, every effort will be made to insure that the impact will be minimal if any at all.

Landscaping

Landscaping shall be provided to enhance and repair the natural character of the landscape. A natural design, employing predominately native and indigenous species is strongly encouraged, however the DRB encourages every homeowner to make their houses a home. Introduction of plants considered to be invasive is prohibited.

Driveways and Parking Areas

Design of driveways and parking areas should be done to deemphasize the vehicle circulation areas in favor of the pedestrian and landscape areas. Driveways shall be installed to match adjacent common use roads or finished with gravel. Other paving materials including chip and seal asphalt paving, interlocking pavers or stained and stamped concrete will be reviewed on a case by case basis and approved by the ARB. Color of the gravel or alternative paving shall be submitted for approval with the landscape plan. Parking for a minimum of two guest parking spaces is recommended. Overnight on street parking is discouraged. Landscaping shall be provided to screen and buffer the visual impact of driveways and parking areas from the street and adjacent properties.

Miscellaneous Site Improvements

Freestanding accessory buildings including sheds, tool sheds, dog houses and playhouses, fences, walls, flagpoles are to be constructed in an unobtrusive way. Antennas and satellite dishes shall be placed to be as visually unobtrusive from the street and secondarily from adjoining properties as possible. Locations shall be reviewed and approved by the ARB. HVAC equipment and emergency generators shall be located and screened to be visually unobtrusive from the street and adjacent properties. Depending on location and proximity to public areas, an architectural screen wall or landscape buffer shall be

provided. Landscape buffers shall be evergreen and plantings large enough to provide the required screening at installation. Provisions should be made to store garbage cans in a screened and secure location.

All other miscellaneous site improvements and accessory structures including, but not limited to sculptures, birdbaths, fountains, pools, hot tubs and play equipment shall be constructed in a discreet way. Natural finishes and designs that blend with the design of the house and the natural landscape are encouraged. Bright colors and obtrusive additions to the landscape are prohibited.

Exterior Lighting

Exterior lighting and up-lighting of homes is encouraged to be used for aesthetic and security purposes. Exterior lighting shall not impact neighboring properties or be disruptive.

ARCHITECTURAL DESIGN STANDARDS

Purpose & General Criteria

The purpose of the architectural standards is to establish the aesthetic criteria for the design and construction of residences with the development.

Dimensional Standards

Dimensional Standards including minimum heated area, maximum heated area, and maximum height shall be established for each phase. The standards are as follows:

Recommended Minimum Heated Area 1,150

Recommended Maximum Height 2 1/2 Stories (Above grade)

Architectural Character and Design Style

The aim of the design concepts of Grand View Falls is to blend into the forest setting of the mountains of Western North Carolina even as they maximize the pleasure of the setting and views far unto the horizon and close as the surrounding trees. It is not the intent of these guidelines to constrain the architectural palette — both traditional, indigenous, and modern styles are appropriate so long as they are in harmony with the setting. The retreat and recreational nature of the development will be captured in each house design and create an environment reflective of the site and its unique forest, streams, and lake environment.

Building Massing and Streetscape Design

Neighborhood Context — It is the intention of these guidelines to encourage a rich and varied mixture of compatible house designs. Uniformity or repetitive house design is discouraged. The ARB will make approved house designs available for review by applicants and their Architects during the schematic design phase.

Roof Configuration — Steeply sloped and varied roof forms and massing and varied plate heights are encouraged. Generous eave and rake overhangs compatible with the architectural character of the house are encouraged. Roofs must have a minimum pitch of 6"12". Roofs are recommended to be metal.

Garages — Garages should be designed so as to not be the most prominent streetscape feature of the house. Garages that front on the street elevation shall employ architectural elements to deemphasize the garage doors including recesses, deep overhangs, columns, brackets, and pergolas or trellises. Garages shall be the same finish and medium of primary residence.

Carports - The proposed carport must be integrated into the overall design and massing of the house. Provisions for exterior enclosed storage shall be incorporated into the design of any carport. Carport shall be the same finish and medium as primary residence

Patios ,Porches, and Decks — Porches and Decks shall be architecturally compatible with the house. They should be designed as extensions of the house with compatible materials, details, and colors.

Color Palette — All exterior colors shall be approved by the ARB. Generally, colors that blend with the natural landscape will be deemed more appropriate. Warm grays, browns, and muted greens are encouraged with darker values preferred over lighter values. Accent colors used in limited areas such as front doors, window trim or sashes, and shutters will be reviewed on a case-by-case basis but are encouraged provided they are compatible with the design integrity of the house and appropriate to the setting. Deep darker reds and greens are examples of accent colors that would be seen as acceptable.

Foundations — Foundations may be poured concrete or concrete masonry. Exposed surfaces shall be finished with textured stucco, stone, or painted block. Stone faced foundations shall be detailed so that the face of the foundation does not project beyond the face of the wall above. Stone facing that protrudes beyond the face of the wall above is not allowed. Foundation vents should be finished to match adjacent foundation walls. Porch or deck piers should be detailed so as to not protrude above the finished grade. Exposed stone or stucco finished piers supporting decks and porches are allowed and shall be compatible with the general architectural character of the house.

Siding — Siding shall be compatible with the architectural character of the house. Recommended siding styles include board and batten, board on board, horizontal wavy or wane edge, shingle, or bark siding. In shingle siding, individual shingles with thick butt dimension are preferred over panelized shingles with thinner butt dimensions; rougher, more textured siding preferred over smoother shingles. Composite, vinyl, or metal siding is prohibited.

Windows — Window design, size, scale, and character should be compatible with the general architectural character of the house and the intent of these guidelines.

Garage Doors — Design of garage doors shall be compatible with the architectural character of the house.

Chimneys — Fireplaces and chimneys visible on the outside of the house shall be full masonry, foundation based chimneys. Stone cladding is recommended. Wood clad chimneys are not allowed. The chimney shall be located to be visually unobtrusive and compatible with the overall style and composition of the house.

Gutters and Downspouts —If installed, downspouts shall be run below grade a minimum of 5' from the house. Roof leaders shall be daylighted to a rock outcropping located so as to disperse run off to the landscape and minimize potential of erosion or sedimentation damage to the land or adjacent properties.

Gates & Security — Gates for individual residences is permitted, however they are required to be finished with the same medium/colors as the primary home site. All gates shall have local power for supplemental accommodations such as security cameras, lighting, etc.

CONSTRUCTION GUIDELINES

Construction shall be carried out in full compliance with current North Carolina Building Codes as administered Cherokee county Inspections Department. Pineapple Fields, LLC, the ARB, or any of its designated agents accept no responsibility for the execution of the work or its compliance with applicable building codes.

Construction shall be completed within 12 months of the start of construction. General contractors shall provide sufficient manpower and resources to assure the steady progress of the work. Construction may not be suspended for any reason without prior approval of the ARB. Approval of suspensions may be granted only for extreme situations and shall be for limited periods of time as deemed appropriate by the ARB.

General Contractors working on site shall be licensed by the State of North Carolina and hold the level of license applicable to the project in question.

Subcontractors working on site shall be experienced and qualified in their trades and shall hold North Carolina licenses as required.

Contractors and subcontractors shall provide adequate supervision and administration of their work and forces to assure the safe, timely and workman-like execution of the work.

Vacant non-developed property shall be continuously maintained, neat and clear of debris, in its natural condition until construction commences on the property. All existing driveways leading into any lot shall be maintained continuously for all lots where development/building has not started. This includes weeding, gravel application, debris removal, or bush hogging.

Silt fences shall be installed and maintained as required by the inspections department. Regardless of permit requirements, a continuous silt fence shall be maintained between the building site, steep ridges, and waterways.

Hours of Work: Monday through Friday — 7 am to 4 pm. Saturday & Sunday — 9 am to 4 pm. Additional hours may be allowed at the discretion of the ARB in areas where no owners have established residence or where owners are not in residence. Requests for extension of normal hours should be submitted in writing. Requests will be granted on a limited basis and with limits as to the applicable dates.

Construction Sites shall be maintained in a clean, safe, and orderly manner. On site burn-pits are permitted only on days where the Fire Danger is noted as "Low". Burn pits require 24/7 supervision and may not be left unattended. All burn pits shall be extinguished with water prior to covering the burn pile with fill dirt.

Stored materials shall be stacked neatly and covered where feasible.

Construction debris shall be stored in an on-site dumpster (must have) or vehicle and removed from site on a regular basis.

Construction debris shall be contained within the site and cleaned up on a regular basis. Clean up not performed may be provided by the ARB and the cost billed to the responsible owner or contractor.

Weeds and unsightly growth shall be maintained on a periodic basis.

Portable toilet facilities shall be maintained on a regular basis and located on-site so as to be as inconspicuous to adjacent property owners as possible. The ARB may, at its sole discretion, may require installation of a screen wall or fence around porta-johns.

Construction activities, including storage of materials and vehicle parking shall be limited to the site under construction. Adjacent sites shall not be used without written approval of their owners. Any approved use shall not create any long-term damage or disruption to the adjacent sites. Any such damage shall be repaired, and the site returned to its original condition.

Measures shall be taken to keep mud and dirt associated with construction entrance activities off the public roads and adjacent properties. A stone drive-off mat shall be maintained at the vehicular access to the site and the road cleaned as necessary.

On-site burning requires ARB's approval.

Playing of radios or loud music which may disturb adjacent property owners or guests is not allowed at any time.

Contractor's vehicles shall be maintained in safe and sound condition. Vehicles shall be parked on or immediately adjacent to the construction site. Adjoining properties shall not be used for parking. Adjacent property's driveways or parking areas shall not be used for contractor parking. In extreme cases the ARB may limit on street parking and require employees of the contractor and subcontractors to use remote parking areas. Construction trailers may be located on-site. Size and location of trailers shall be approved by the ARB.

One construction permit / job identification sign will be issued by the ARB and shall be maintained on-site throughout construction. One other job site sign will be allowed identifying the General Contractor, Architect, Sub-Contractors and or Suppliers as the General Contractor and the Owner may see fit.

Maximum sign size 18"x24". Posting of building permits, inspections, and storage of permit drawings is allowed on jobsites for easy jobsite identification. Signs as such include Contractor Identification, Work Area Notices, Safety Notification Signage. All signage shall be removed immediately following Certificate of Occupancy.

Repeated violations of the guidelines or failure to maintain order on site will not be allowed. The ARB may issue a Stop Work Order if violations are found to be significant and repeated. Such orders are effective immediately and in effect until violations or non-conforming conditions are corrected. The ARB may also, at its sole discretion, bar or restrict any contractor, subcontractor, or supplier from the site for failure to maintain the requirements of the guidelines.