

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 _____ day of
Month _____ Year _____

Pineapple Fields, LLC

By: _____
Pineapple Fields, LLC – Mr. Keith Becker
Sole Owner

STATE OF NORTH CAROLINA

COUNTY OF CHEROKEE

_____, 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 _____ of Month _____ Year _____

My Commission Expires: _____

SEAL:

