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Prepared by and Return to: The Collie Law Firm
1645 Asheville Highway
Hendersonville, NC 28791

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

**LAKE LURE LIVING AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS**

This Amendment to the Declaration of Restrictive Covenants for Lake Lure Living is dated this the 18th day of September, 2026.

The Declaration of Restrictive Covenants were originally made and entered into on the 20th day of February, 2003, in Book 814 at Page 812, Rutherford County Registry, by and between ANNE J. HANSLEY hereinafter referred to as the Developer; and all future purchasers and owners of the various numbered subdivision lots as shown, described and platted on the recorded plat of Lake Lure Living Subdivision filed of record at Plat Book 23 at Page 66, Rutherford County Registry, and as the same may be amended and to such properties as shall in the future be added thereto, and further described as all of that property acquired by the Developer by deeds recorded at Deed Book 663 at Page 793, Rutherford County Registry.

W I T N E S S E T H:

WHEREAS, the said Developer is the owner of that real property described in Deed Book 663 at Page 793, Rutherford County Registry, with all appurtenances thereto, which has been platted and filed of record at Plat File 23 at Page 66, Rutherford County Registry; and

WHEREAS, the said Developer desires that Lake Lure Living be SUBJECT TO all previously recorded Restrictive Covenants as the same have heretofore been amended and or as the same are amended by and through this document, for the mutual benefit and protection of itself and persons, both natural and corporate, who hereafter may purchase or acquire said property or any part thereof or any interest in said property or any part thereof; and

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WHEREAS, the said Developer has heretofore executed and recorded certain Declaration of Restrictive Covenants, the same being recorded at Book 814 at Page 812, in the Rutherford County Register of Deeds office, and the Developer and **ANNE J. HANSLEY** as Member/Manager of **LAKE LURE LIVING, LLC** a North Carolina Limited Liability Company, as the current owners of the majority of the lots located in Lake Lure Living, desires to amend said covenants pursuant to Continuance of Covenants Paragraph 1 of the Declaration of Restrictive Covenants by executing this Amendment of Declaration of Restrictive Covenants, and this Amendment shall modify the existing restrictions and covenants and shall supersede prior covenants inconsistent herewith.

NOW, THEREFORE, in consideration of these premises, the said Developer, as both Developer and as owner of the majority of the lots shown on the above referenced plat, does hereby declare said real property to be SUBJECT TO the following Declaration of Restrictive Covenants, binding upon the said Developer, and upon each and every person, both natural and corporate, who or which shall acquire any interest in said real property as referred to and described above or any part thereof, and the respective heirs, personal representatives, successors and assigns of each and all the foregoing, said Restrictions, Reservations and Covenants being as follows:

DEFINITIONS:

The following terms as used in this Declaration are defined as follows. Unless otherwise stated:

A. "Developer" shall mean Anne J. Hansley, or any party hereafter designated by her as a successor-Developer in an instrument duly executed and recorded in the office of the Register of Deeds, Rutherford County, North Carolina.

B. "Subdivision" shall refer to the numbered lots depicted on the plat of Lake Lure Living Subdivision recorded in Plat Book 23, Page 66 (and such additional and/or revised plats as the Developer may hereafter record) of the Rutherford County Registry. The Developer hereby expressly withdraws those plats pertaining to the real property recorded in Plat Book 19, Page 24, and Plat Book 19, Page 51, of the Rutherford County Registry.

C. "Lot" means any numbered lot depicted on the plat of Lake Lure Living Subdivision recorded in Plat Book 23, Page 66 (and such additional and/or revised plats as the Developer may hereafter record in the Rutherford County Registry).

D. "Lot Owner" means any person or legal entity, including the Developer, who owns a lot or lots in the Subdivision.

E. "Association" means the Lake Lure Living Home Owners Association as referred to herein, or the Developer in all cases until such time as the requirements have been met for the Developer to turn over responsibilities as set forth herein to the Association.

F. "Committee" means the Architectural Control Committee. The Association shall select an Architectural Control Committee to perform the functions set out herein and such other functions

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as shall be assigned to it. Until such time as an Association is formed, and the Committee duly selected, the Developer in all cases may carry out the Committee's functions.

USES, RESTRICTIONS, COVENANTS AND EASEMENTS:

NOW, THEREFORE, the undersigned does hereby impress, place upon, and declare the title to the Lots in said Subdivision for the period set forth, to be subject to the following restrictive covenants, conditions, prohibitions and reservations, to-wit:

1. Continuation of Covenants: These covenants are to 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 amended covenants are recorded. Thereafter these covenants shall be extended automatically for successive periods of ten (10) years unless and until an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change the covenants in whole or in part.

2. Use. Except as provided in this Agreement, and subject to the rights of the Developer as set forth herein in Paragraph 19, no lots shall be used except for residential purposes with single family dwellings only, and with garages and such other customary outbuildings as are appropriate for residential use.

During the term of these Restrictive Covenants as specified above in Paragraph 1, no lot shall be subdivided or its boundary lines changed and no Lot Owner shall convey any parcel of any lot less than the whole or entirety of said lot, without the express written consent of the Developer.

No building, fence, wall or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, plot plans (showing the proposed location of such) and construction schedule have been submitted to the Committee and approved by the Committee. Disapproval by the Committee may be based on any ground, including purely aesthetic considerations, in the sole discretion of the Committee (including the Developer prior to the formation of the Committee).

No building shall be constructed or erected of exposed cinder block or cement, asbestos shingle siding, or corrugated aluminum.

Each Lot Owner shall provide off-street parking space for at least two motor vehicles prior to the occupancy of any residence constructed on any Lot. Except on a temporary basis during construction of a residence parking on the streets of the Subdivision shall not be permitted, other than during times when normal parking facilities on the lot will not accommodate the vehicles of persons visiting that Lot Owner.

3. Floor Space. No permanent residence shall be placed on the premises unless the same shall have at least 700 square feet of heated, finished floor space on a permanent foundation, exclusive of garage and open porches.

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4. Time to Construct. There shall be no time limit during which construction of houses must be started; however, any building must be completed within a period of two (2) years from date construction commences.

5. Set-backs. No building or structure shall be constructed, erected, or placed nearer than twenty-five (25) feet to any street right-of-way, nor nearer than twenty (20) feet to any interior lot line, however, if two or more adjoining lots are owned by a Lot Owner and used for the construction of one residence, the common boundary line(s) of the two or more adjoining lots shall not be considered an "interior lot line" for purposes of this Paragraph.

6. Temporary Structure. Except as provided in this instrument no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be placed or used at any time on any lot, either temporarily or permanently, except as a temporary construction office during construction of a permanent residence, and shall be removed immediately upon completion of the construction.

7. Trucks. No machine, commercial trailer, semi-trailer, tractor trailer or truck which has a size rating in excess of one and one-half (1 1/2) tons shall be parked on any lot or on any road within the Subdivision except for service vehicles which are located there on a temporary basis, but not parked on the road, during a time when they are performing a service for a resident or Lot Owner within the Subdivision. No trucks of any size, motorized recreational campers, boats, carriages or trailers for boats, hauling trailers or trailers of any kind may be parked on any lot in the Subdivision, unless they are placed in areas such that they are totally screened off from the view of adjoining property owners, from all other residences in the Subdivision, and from the roads in the Subdivision.

8. Construction Equipment Damages. Any excessive damage to roads or drainage channels caused by construction equipment during construction on any lot shall be the liability of the Lot Owner of that lot, and the cost of repair of said damage shall be borne and promptly paid by that Lot Owner. The Association shall determine the cost of any such repair and shall assess the Lot Owner the cost of the repair of said damage. Failure of any Lot Owner to pay any such assessed expense within thirty (30) days after receipt of the bill for said expense may result in the Association filing a lien on the lot which may be enforced and foreclosed pursuant to North Carolina General Statutes.

9. No Nuisances: Motorcycles, motorbikes, motorized trail bikes and any noisy or unmuffled vehicles are not permitted to be operated on the roads, premises of lots of the Subdivision. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood. After fourteen (14) days written notice to the Lot Owner to cease such noxious or offensive activities or to eliminate such nuisance, the Association may take appropriate action (including but not limited to corrective action and/or legal action) with expenses incurred by the Association to be paid by the Lot Owner within thirty (30) days of receipt of bill for said expenses. Failure of Lot Owner to pay said bill within thirty (30) days after receipt of the bill for said expense may result in the Association filing a lien on the lot which may be enforced and foreclosed pursuant to the North Carolina General Statutes.

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10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats or any other household pet, provided it is not kept, bred or maintained for any commercial purpose.

11. Signs. Except for the Subdivision's entrance sign, no sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than two (2) square feet designating the resident and house or lot number, and/or one (1) sign of not more than five (5) square feet of advertising the property for sale or rent or used by a builder to advertise the property during the construction and sales period.

12. Rubbish, Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, junk automobiles, or any other waste. No accumulation of refuse or garbage shall be permitted, except in a concealed receptacle prior to timely disposal.

13. Burning, Fires. No open fires shall be permitted without a burning permit secured from the appropriate governmental agency. Fires shall be contained within approved camp stoves, fire boxes, or outdoor grills.

14. Lot Clearing: No tree 12" in diameter or larger may be cut without written approval of the Committee, except for approved driveway, homesite, well, or placement of a septic system as required under permit issued by the Rutherford County Health Department.

15. Fences: Any fence or wall built on any lot shall be maintained in a good and attractive manner at all times.

16. Easements, Utilities, Roads: Easements for roads are shown on the recorded Plat. Developer hereby reserves the right without further consent from any Lot Owner to grant 10-foot-wide rights-of-way for utilities along the road rights-of-way and five (5) feet off-center along property lines of lots within the Subdivision, along with the right to do any necessary clearing for installation, maintenance or replacement of utilities. Utility lines within the Subdivision shall be underground. The expense for the installation of underground utilities shall be borne by each Lot Owner proportionately. All costs of installation of underground lines to each residence shall be borne by that Lot Owner.

The Lot Owners of Lots 2, 3, 4 and 5 of the Subdivision shall have a non-exclusive right to remove water from a well that may be located on Lot 1 of the Subdivision for non-commercial residential use only. For this purpose, Lot 1 shall be subject to an easement for the well that is located thereon, the easement consisting of that circle having a fifty-foot radius from the well, and to a 10-foot-wide easement for a water line, extending from the said circle in a southerly direction along the eastern boundary line of Lot 1 to the utility easement running along the road right-of-way referred to above. The Lot Owners of Lots 2, 3, 4 and 5 shall also have a non-exclusive right to water from the said well located on Lot 1, the right to maintain and repair the said well, and the right to maintain, repair and replace the well pump, fittings, and water line(s) from or pertaining to the said well. The Lot Owners of Lots 1, 2, 3, 4 and 5 shall share equally

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and promptly pay all costs of operation, maintenance, repair, and replacement incurred regarding the well located on Lot 1.

The Lot Owners of Lots 7, 8, 9, 10 & 12 of the Subdivision shall have a non-exclusive right to remove water from the well located on Lot 8 of the Subdivision for non-commercial residential use only. For this purpose, Lot 8 and Lot 9 shall be subject to an easement for the well that is located thereon, the easement consisting of that circle having a fifty-foot radius from the well. The Lot Owners of Lots 7, 8, 9, 10 & 12 shall have a non-exclusive right to water from the said well located on Lot 8, the right to maintain and repair the said well, and the right to maintain, repair and replace the well pump, fittings, and common water line(s) from or pertaining to the said well. The Lot Owners of Lots 7, 8, 9, 10 & 12 shall share equally and promptly pay all costs of operation, maintenance, repair, and replacement incurred regarding the well located on Lot 8.

The Developer expressly reserves the right to convey to other Lots and to other property not presently part of the Subdivision, without the consent or joinder of any Lot Owner, the same non-exclusive water rights and easements regarding the wells located on Lot 1 and/or Lot 8. In the event the Developer does so, the grantee(s) of such conveyance(s) shall share equally, on a pro rata basis with those Lot Owners also having such water rights, the obligation to promptly pay all costs of operation, maintenance, repair, and replacement incurred regarding the well(s) in question.

17. Driveways; Any Lot Owner connecting a driveway to a road within the Subdivision shall place, within the drainage channel, a culvert of a minimum diameter of fifteen (15) inches at all driveway locations. These culverts shall be kept clean and clear at all times by the Lot Owner.

18. Septic Tanks and Wells: All septic tank systems and wells shall meet the requirements of the North Carolina State Board of Health and local Health Department. No unsanitary conditions prejudicial to the public health shall be permitted. No liquid waste of any description shall be drained, dumped or disposed of in any way into any open ditches or watercourses.

19. Notwithstanding anything herein to the contrary, until such time as the Developer no longer owns fee simple title to any of the Lots, the Developer shall have the right to place temporary sales and/or construction offices and storage on any Lot(s) the Developer owns.

20. The Developer expressly reserves the right to include in this Subdivision any lands contiguous to the Subdivision that Developer owns or may acquire and develop in a similar manner, to make such additional lots subject to these restrictive covenants and lot owners in such contiguous lands to become members of the Association in the same manner as if they had been included in the original Plat to which these Restrictive Covenants apply, to use existing roads for the development of contiguous lands, and to convey rights-of-way and easements to contiguous lands to be so developed. The Developer further reserves the right to convey non-exclusive road and utility easements over the Subdivision roads and utility easements to provide access and utilities to other real property not lying within the Subdivision.

21. Variances: Until such time as the Developer no longer owns fee simple title to any of the Lots the Developer may, in her discretion, grant variances to the restrictions contained in this

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Declaration, provided that said variances are not contradictory to the general plan of this Declaration.

22. Enforcement. Enforcement of these restrictions, easements and covenants shall be by action against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the court may adjudge to be reasonable for legal services and fees. Failure to pay any fees or assessments due to the Home Owners Association within 5 days of the final due date will result in a \$100.00 late fee or 10% of the amount that due, whichever is greater. If the fees, assessments and penalties are still outstanding 30 days after the final due date, a lien may be placed against the owner and against the lot Pursuant to the terms set forth in paragraph 24 below.

23. Invalidation: Invalidation of any one or more of these Restrictions, Easements or Covenants by judgment or a court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

24. Home Owners Association: The Lake Lure Living Home Owners Association (hereinafter called the Association) contemplated hereby may be formed by the Developer after three (3) lots have been conveyed to Lot Owners other than the Developer, and (if not yet formed) shall be formed by the Developer when eighty percent (80%) of the lots have been conveyed to Lot Owners other than the Developer. The Developer shall cause a non-profit North Carolina corporation to be formed to constitute the Association in accordance with the terms of this Paragraph.

Each Lot Owner shall at all times provide the Association with written confirmation as to the Lot Owner's current and accurate mailing address. For all purposes any communication or notice required to be provided by the Association to the Lot Owner shall be deemed to be accomplished upon the mailing or emailing of said communication or notice by the Association, to the Lot Owner at the most recent mailing address or email address provided by the Lot Owner, if by mail it shall be by first class mail, postage prepaid.

Upon the formation of the Association, all Lot Owners shall be members of the Association, either upon signing an agreement for deed or upon acceptance of a deed. Recordation of the deed shall be deemed to be acceptance by the Lot Owner of the deed. Each owner shall be subject to this Declaration and shall maintain one (1) membership per lot owned by him and shall maintain such membership or memberships in good standing as long as such person is the owner of such lot or lots and during such time shall abide by the By-Laws of the Association, as may be amended from time to time, and further agrees to pay to the Association an annual charge for assessments and/or dues in the amount and payable in a manner established by the Association as a reasonable, necessary and appropriate charge for the operation of the Association.

The roads and drainage facilities will be turned over to the Association for maintenance ninety (90) days after the Association has been formed. The Association shall assess the Lot Owners for the maintenance and repair of the roads, drainage facilities, common utility lines, and any properties deeded to the Association, which assessments shall be in addition to any annual dues.

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The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year. Any change in the annual assessment must be communicated to the Lot Owners, in writing, on or before December 1, preceding the year in which the assessment is to be changed. The assessments may include assessments for the purpose of establishing reserve accounts for the future maintenance and repair of the roads, drainage facilities, common utility lines, and any properties deeded to the Association.

In addition to the annual assessments authorized herein, the Association may levy in any assessment year a special assessment, applicable to that year only, but which may be payable annually over a period not to exceed five (5) years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto provided that, notwithstanding any provisions By-Laws and assessments shall be approved by a vote of a majority of the Lot Owners. The due date of any assessment shall be fixed by the Board of Directors of the Association.

In the event that any Lot Owner does not pay within thirty (30) days after receipt of a bill or notice, any annual charge for dues or any assessment, then the Association shall be entitled to file a lien on that owner's lot which may be enforced and foreclosed pursuant to the North Carolina General Statutes.

IN WITNESS WHEREOF, the undersigned Developer has caused these presents to be executed by the Developer, this the 18th day of September, 2026.

LAKE LURE LIVING SUBDIVISION

 (SEAL)
By: ANNE J. HANSLEY, Developer

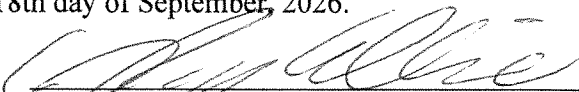
STATE OF NORTH CAROLINA

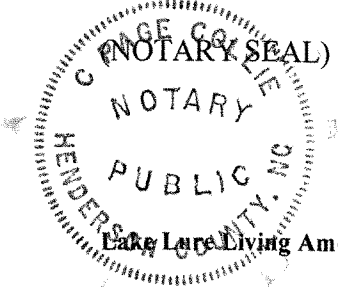
COUNTY OF HENDERSON

I, C. Page Collie, a Notary Public, do hereby certify that ANNE J. HANSLEY, Developer of LAKE LURE LIVING, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my and notarial seal, this 18th day of September, 2026.

My Commission Expires:
05/06/2027

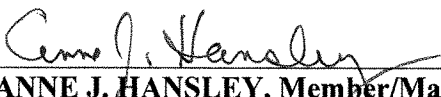

C. Page Collie, Notary Public



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IN WITNESS WHEREOF, the undersigned Developer has caused these presents to be executed by the Developer, this the 18th day of September, 2026.

LAKE LURE LIVING, LLC, a
North Carolina Limited Liability Company

 (SEAL)
By: ANNE J. HANSLEY, Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I, C. Page Collie, a Notary Public, do hereby certify that ANNE J. HANSLEY as Member/Manager of LAKE LURE LIVING, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my and notarial seal, this 18th day of September, 2026.

My Commission Expires:
05/06/2027


C. Page Collie, Notary Public

(NOTARY SEAL)

