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Please return to Robert E. Dungan, Allen, Stahl & Kilbourne, 20 Town Mountain Road, Suite 100
Asheville, North Carolina 28801

References: Book 1447, Page 345
Book 1605, Page 770

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR GARNET RIDGE PRESERVE, A PLANNED COMMUNITY

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR GARNET RIDGE PRESERVE was adopted and approved by the Owner-Members of Garnet Ridge Preserve Property Owners Association, Inc. ("Association"), which was validated and confirmed by the Board of Directors of the Association on August 27, 2021.

WITNESSETH:

WHEREAS Longbranch Properties, LLC ("Declarant"), as declarant and developer of Garnet Ridge Preserve, recorded a Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Garnet Ridge Preserve in Book 1447, Page 345 in the Jackson County Registry ("Original Declaration"); and

Submitted electronically by "Allen, Stahl, & Kilbourne, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Jackson County Register of Deeds.

WHEREAS the Declarant subsequently recorded Amendment No. 1 to the Original Declaration on July 31, 2006, in Book 1605, Page 770 of the Jackson County Registry ("Amendment No. 1"); and

WHEREAS the Owner-Members of the Association have voted by the required percentage of members to strike the Original Declaration and Amendment No. 1 in their entireties and replace them with this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Garnet Ridge Preserve.

NOW THEREFORE, the Association by and through its Owner-Members hereby amends the Original Declaration and Amendment No. 1 by **striking the Original Declaration and Amendment No. 1 in their entireties** and by replacing them with the attached AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR GARNET RIDGE PRESERVE, A PLANNED COMMUNITY.

IN WITNESS WHEREOF, the undersigned officer of GARNET RIDGE PRESERVE PROPERTY OWNERS ASSOCIATION, INC. hereby certifies that the attached AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR GARNET RIDGE PRESERVE is duly adopted and approved by the Association and its membership in accordance with and pursuant to the Original Declaration as Amended.

This 11 day of September, 2021.

(Seal) **Garnet Ridge Preserve Property Owners Association, Inc**

by: _____
President

Attest: _____
Secretary

(NOTARY BLOCK ON FOLLOWING PAGE)

STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I Chasity Justice, Notary Public for said County and State, certify that personally came before me this day and acknowledged that s/he is Secretary of Garnet Ridge Preserve Property Owners Association, Inc and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him/herself as its Secretary.

Witness my hand and official seal, this the 11 day of September, 2021.

(SEAL)
Chasity Justice
Notary Public
Buncombe County, NC
My Commission Expires: 06/08/2026

Notary Public

My commission expires 06/08/2026.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR GARNET RIDGE PRESERVE

Savannah Township, Jackson County, North Carolina

A Planned Community Development under the

North Carolina Planned Community Act.

Dated: August 31, 2021

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BACKGROUND

A. The original developer/declarant of Garnet Ridge Preserve was Longbranch Properties, LLC. Ownership changed several times with past owners being Great Oak Properties, Asset Holdings, LLC, and more recently Garnet Ridge Properties, LLC. Currently, the Property Owners' Association (POA) owns all the unsold property and is responsible to its members for further development and/or sale of property. There is no declarant, and all declarant rights have terminated.

B. Garnet Ridge Preserve contains approximately 185.95 acres consisting of 4.28 acres designated as common area (entry area with gate and clubhouse), 8.07 acres of property originally designated for condominium buildings, 157.50 acres for individual Lots, and 16.10 acres for future development. There is also 7.66 acres of adjoining property owned by the POA along Garnet Road leading up to the subdivision entry gate. Except for a small area to the south side of the subdivision, the Nantahala National Forest surrounds the property. There is an easement for access to the property along Garnet Road that leads to the subdivision gate granted by the U.S. Forest Service.

C. This Declaration retains the right, but not the obligation, for the owner of the portion of Garnet Ridge Preserve designated as "Condominium Sites" as one or more condominiums, in accordance with the North Carolina Condominium Act. The number of condominium units that may be developed is limited by this Declaration.

ARTICLE I:
DEFINITIONS

The definitions in Article I, shall be applicable to this Declaration, unless otherwise indicated or the context prohibits such application. The words listed below, when used in this Declaration will have the following meanings:

1.0 Annual Assessments

"Annual Assessments" shall mean the amounts assessed by the Association to owners of Lots for annual maintenance, repair or replacement of the common areas, for reserve funds, and for the payment of principal and interest on obligations incurred by the Association, if any.

1.1 Association

"Association" shall mean Garnet Ridge Preserve Property Owners' Association, Inc., a North Carolina nonprofit corporation, incorporated under the North Carolina Nonprofit Corporation Act (Chapter 55A of the North Carolina General Statutes).

1.2 Architectural Control Committee

"Architectural Control Committee" shall mean the committee responsible for application and administration of the Declaration as it pertains to any matters related to the development of Lots and of all related rules and regulations

1.3 Articles

"Articles" shall mean the Articles of Incorporation of the Association filed with the North Carolina Secretary of State.

1.4. Board

"Board" shall mean the Board of Directors of the Association.

1.5. By-laws

"By-laws" shall mean the Bylaws of the Association.

1.6. Common Areas or Common Elements

"Common Areas or Common Elements" shall be all real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights for the common use and enjoyment of the Owners, including all elements that would be "Common Elements" pursuant to N.C.G.S. Section 47F-1-103(4). Common area shall include the area encompassing a nonexclusive easement for use of a road, along and across a strip of land, over and across the lands described in the U.S. Forest Service Private Road Easement, dated March 30, 2004 and recorded on April 8, 2004 in Book 1412, Page 682, Jackson County Public Registry.

1.7 Declarant

"Declarant" shall be an entity as defined in N.C.G.S. § 47F-1-103(9). There is no declarant

at Garnet Ridge Preserve. The Association in accordance with the applicable provisions of this Declaration has the right to assign "Developer Rights" as may be appropriate for the continuing development of Garnet Ridge Preserve.

1.8 Declarant Rights

"Declarant Rights" or "Special Declarant Rights" do not exist at Garnet Ridge Preserve. "Developer Rights" or "Special Developer Rights" may be created and defined in accordance with the provisions of this Declaration, should a new developer continue to improve the infrastructure and develop the lots and property for sale.

1.9 Declaration

"Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Garnet Ridge Preserve Property Owners' Association.

1.10 Effective Date

"Effective Date" shall mean the date on which the Declaration is recorded in the Jackson County Public Registry.

1.11 Improvements

"Improvements" shall mean all structures and appurtenances thereto of every kind constructed on a Lot, or any parcel(s) of land in the property, including, but not limited to, each single family residence ("residence") constructed on a Lot, and all modifications to the exteriors thereof (including but not limited to, room additions, patio covers, decks, gazebos, spas, hot tubs, pools, awnings, screens and skylights), sheds and any other outbuildings, radio antenna, satellite dishes or other similar electronic receiving or broadcasting devices, drainage devices, fences, walls, parking areas and all trees, shrubs and other landscaping.

1.12 Lot

"Lot" means a parcel of land shown on any subdivision plat for Garnet Ridge Preserve, recorded in the Office of the Clerk of the Superior Court in Jackson County, which has been designated as a Lot intended for the construction of a residence and all improvements constructed thereon. Lot also means any portion of the undeveloped land at Garnet Ridge Preserve that may be designated on a plat as a Lot in the future as approved and permitted by the Association. Lot shall also include any individual Condominium Unit that may be constructed at Garnet Ridge Preserve.

1.13 Member

"Member" shall mean any member of the Association.

1.14 North Carolina Planned Community Act

"North Carolina Planned Community Act" shall mean the North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes).

1.15 Owner

"Owner" shall mean the owner(s) of record of a Lot or Lots at Garner Ridge Preserve recorded by deed with the Jackson County Public Registry.

1.16 Property

"Property" shall mean real property located within Garnet Ridge Preserve in Savannah Township, Jackson County, North Carolina. The Property has been submitted to the Declaration. The Property includes the following and is further described in Exhibit A to this Declaration, which Exhibit A is incorporated herein by this reference:

The property described in General Warranty Deed, dated January 23, 2004, and recorded on February 13, 2004, in Book 1216, Page 502, Jackson County Public Registry, described in General Warranty Deed, dated January 24, 2004, and recorded on February 13, 2004, in Book 1216, Page 507, Jackson County Public Registry, described in General Warranty Deed, dated January 26, 2004, and recorded on February 13, 2004, in Book 1216, Page 512, Jackson County Public Registry, described in General Warranty Deed, dated January 23, 2004, and recorded on February 13, 2004, in Book 1216, Page 517, Jackson County Public Registry, described in General Warranty Deed, dated January 23, 2004, and recorded on February 13, 2004, in Book 1216, Page 524, Jackson County Public Registry, described in General Warranty Deed, dated February 12, 2004, and recorded on February I 3, 2004, in Book 1216, Page 529, Jackson County Public Registry, described in General Warranty Deed, dated March 29, 2004, and recorded on March 29, 2004, in Book 1220, Page 504, Jackson County Public Registry, described in General Warranty Deed, dated February 12, 2004, and recorded on May 5, 2004, in Book 1419, Page 337, Jackson County Public Registry.

The property also includes a Special Warranty Deed dated September 24, 2019, and recorded on January 2, 2020 in Book 2257, Page 1771, Jackson County Public Registry wherein the Grantee is Garnet Ridge Preserve Property Owners' Association, Inc. whereby a conveyance of property (and title) listed in Exhibit "A" to the special warranty deed, was made to the Garnet Ridge Preserve Property Owners' Association. Most Lot references are as shown on the Plat recorded in Plat Cabinet 21, Slide 10, Jackson County Public Registry. Property ownership was transferred as a result of a Settlement and Release Agreement with Garner Ridge Properties, LLC ("Plaintiff") and Garnet Ridge Preserve Property Owners' Association ("Defendant") as a result of case File No. 18 CVS 401, filed in the Superior Court of Jackson County, North Carolina.

1.17 Residence

"Residence" shall mean a structure and the Lot on which it is situated which is intended for independent use and occupancy as residence for a single family. A structure and the Lot upon which it is situated shall not become a residence until the appropriate governmental authorities have issued a Certificate of Occupancy (COC) as a pre-requisite to the occupancy of such residence. The owner of a residence shall notify the Association immediately upon issuance of a COC for the residence.

1.18 Special Assessment

"Special Assessment" shall mean an amount assessed by the Association to all owners of Lots when the annual assessment proves to be inadequate for the year or in the event of an emergency or when properly approved by the membership for capital improvements.

1.18 Specific Assessment

"Specific Assessments" shall mean the amounts assessed by the Association against one or more Lot Owners but not all Lot Owners.

1.19 Subdivision Roads

"Subdivision Roads" shall mean all roads located within Garnet Ridge Preserve.

1.20 U.S. Forest Service Road Easement

"U.S. Forest Service Road Easement" shall mean the easement granted by the U.S. Department of Agriculture for the Garnet Ridge Preserve Property Owners' Association, Inc. to access the property. The easement is currently billed once each five years with the cost included in the POA annual dues. The bill for the easement includes fees and other obligations required by a Private Road Easement, dated March 30, 2004.

1.21 Utilities

"Utilities" shall mean electricity, water, propane, cable, telephone, and other such services.

Additionally, the definitions set forth in Section 47F-1-103 of the Planned Communities Act shall apply.

ARTICLE II:
GENERAL PLAN OF DEVELOPMENT

Section 1. Garnet Ridge Preserve

Garnet Ridge Preserve is a planned community. The property includes individual Lots, condominium sites, a future development area, and a gated entry area and a clubhouse. Currently the 185.95 acres property contains approximately 100 individual Lots and condominium sites with some units partially constructed. The future development area is approximately 16.10 acres.

Section 2. Subdivision Roads and Entrance Gating

Currently some of the subdivision roads are paved with asphalt and some are gravel. Each owner shall have a non-exclusive perpetual road right-of-way easement for pedestrian and vehicular ingress, egress and regress over and across the subdivision roads.

The Association is not responsible nor is it under any duty to construct or pave roads. The Association only has the duty to maintain the roads that have been left by successive

developers. If a road is paved, then the Association has the continuing duty to use assessments to maintain those paved roads. If a road is gravel or only "roughed-in", then the Association only has the duty to use assessments to maintain gravel roads or "roughed-in" roads.

Electronic gating is installed at the entrance of the property. Each owner shall comply with the rules and regulations established for use of the electronic gating.

Section 3. Further Development at Garnet Ridge Preserve

The development and construction of the Garnet Ridge Preserve Community has been held back by many events since its establishment. Only a few lot owners have built residences, and many lots remain unsold.

The Association is now in a position to promote the further development of Garnet Ridge Preserve. The Association will be selling the properties that it now owns at Garnet Ridge Preserve for the benefit of current and future owners. The Association by and through its Board of Directors shall have full authority to deal with all matters that involve future development at Garnet Ridge Preserve.

Such matters include but are not limited to granting permission by developers or owners to improve or to construct roads that may or may not be accepted by the Association for maintenance; allowing and administering renovation and remodeling of the Clubhouse; permitting the establishment of condominiums that might be created on the currently-platted Condominium Sites; granting easements and any special development rights that the Board deems necessary; and in general working with and cooperating in actions that will allow for the orderly and successful completion of Garnet Ridge Preserve. The Board may carry out such goals through rules and regulations; and, by vote of the owner members on any issues concerning development that the Board deems necessary.

ARTICLE III:
THE ASSOCIATION

Section 1. Purpose

The purpose of the Association is:

1. to undertake and perform all acts and duties of the Association as described in this declaration,
2. to administer the operation and management of the Association, and
3. to own, operate, manage, and otherwise deal with such real and personal property as may be necessary or convenient for the performance of the duties of the Association under the declaration.

Section 2. Powers

The Association shall have all of the powers granted to a nonprofit corporation under the laws of North Carolina pursuant to which the Association is chartered, all of the powers

and duties set forth in this declaration, and all other powers reasonably necessary to affect the purposes of the Association. The powers of the Association shall include, but not be limited to, the following:

1. to adopt and amend the Declaration and the Bylaws and Articles of Incorporation,
2. to adopt and amend budgets for revenues, expenditures, and reserves, and to levy and collect assessments against members of the Association in accordance with the terms of the declaration,
3. to use the proceeds of assessments for their intended purposes,
4. to hire and discharge managing agents and other employees, agents and independent contractors,
5. to institute, defend, or intervene in litigation or administrative proceedings on matters affecting the Association,
6. to make contracts, including the right to enter into contracts for:
   a. the management, operation, and insurance coverage of the Association, and
   b. the maintenance, repair and replacement of the common areas,
7. to encumber and convey real and personal property held in its own name,
8. to grant easements, leases, licenses, and concessions through or over the Common Elements, and such other real property as the Association may from time to time acquire, and
9. to impose interest on, and to impose late charges for late payment of, assessments, during any period that assessments, or other amounts due and owing to the Association remain unpaid for a period of 30 days or longer,
10. after notice and an opportunity to be heard, to impose interest and late charges and legal fees or suspend privileges or services provided by the Association (except rights of access to Lots) for reasonable periods for violations of the Declaration, and the Bylaws, and rules and regulations of the Association,
11. to foreclose on the lien of any assessment (together with interest, late charges and fees), against a Lot remaining unpaid for a period of 30 days or longer,
12. to impose reasonable charges in connection with the preparation and recordation of documents, including without limitation, amendments to the Declaration or statements of unpaid assessments,
13. to provide for the indemnification of and maintain liability insurance for its officers, members of the Board, employees and agents, and
14. to exercise any other powers necessary and proper for the governance and operation of the Association.

Section 3. Members

The Association shall have members. The manner of their admission to membership and qualification shall be as follows:

1. each owner of a Lot with the Garnet Ridge Subdivision shall be a member of the

Association, and no other persons shall be entitled to membership,

2. an owner shall become a member of the Association by virtue of his or her present fee ownership interest in a Lot, or upon the future acquisition of a fee ownership interest in a Lot, whether by conveyance, devise, judicial decree or otherwise, and

3. new membership shall be recognized by the Association upon the transfer of ownership, as evidenced by a certified copy of the recorded deed transferring ownership, of a Lot to the new member.

The termination of membership shall be as follows:

1. the membership of a Lot Owner shall be automatically terminated when, and at such time as, the Lot Owner no longer has a fee ownership interest in any Lot, and

2. except as appurtenant to the member's Lot, no member may assign, hypothecate or transfer in any manner his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized in the Declaration, the Articles of Incorporation and in the Bylaws of the Association which may be hereafter adopted or amended.

The voting by members shall be as follows:

1. each Lot shall have one (1) vote on all Association matters on which votes are cast, which vote will be cast by the Lot Owner(s),

2. if any Lot of record is owned by multiple owners, or the owner is an entity, the votes of such owner(s) shall be cast only in the following manner:

   a. if only one of the multiple owners is present at a meeting of the Association, the owner who is present is entitled to cast all of the votes allocated to the owner of that Lot,

   b. if more than one of the multiple owners is present, the votes allocated to the owner of that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Majority agreement is conclusively presumed if anyone of the multiple owners casts the votes allocated to the Lot Owner without protest being made promptly to the person presiding over the meeting by any of the other owners of the Lot. If a protest is promptly made by any of the other multiple owners, the votes allocated to the owner of that Lot shall not be cast or counted,

   c. if the owner is an entity, the votes allocated to the owner of that Lot shall be cast only by a person who is, and so states that he or she is, authorized to cast the votes on behalf of such owner,

   d. votes allocated to a Lot Owner may be cast pursuant to a proxy duly executed by the owner. If the Lot is owned by more than one person, each person may vote or register protest to the casting of votes by the other owners through a duly executed proxy, and if contradictory votes are cast by proxy, the votes allocated to the owner of that Lot shall not be cast or counted. A proxy is void if it is not dated. A proxy terminates twelve months after its date, unless the proxy specifies a shorter term.

Section 4. Indemnity

Every director and every officer of the Association, in the management of the Association shall, to the maximum extent permitted by law, be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed in connection with any business of the Association or any proceeding to which such person may be a party by reason of being or having been a director, officer or in charge of the management of the Association, whether or not such person is a director or officer, in charge of the management of the Association, at the time such expenses and liabilities are incurred, except in such cases where the director, officer is adjudged by a court of competent jurisdiction to be guilty of willful misconduct in the performance of their duties.

Section 5. Performance by Association

The Association shall undertake and fully perform all of the acts, duties and obligations of the Association described in the Declaration.

ARTICLE IV:
ASSESSMENTS

Section 1. Power and Obligation to Levy Assessments

The Association has the power and obligation to levy the following assessments:

1. Annual, Special and Specific assessments against all Lots.
    a. Annual assessments are assessed by the Association against Lot Owners for annual common expenses including, but not limited to, maintenance repair and replacement of the common areas and for reserve funds.
    b. Special Assessments may be assessed when the annual assessment proves to be inadequate for the year or in the event of an emergency and when properly approved by the membership for capital improvements.
    c. Specific Assessments are assessed by the Association against one or more but not all Lot Owners.
2. The U.S. Forest Service Road easement costs against all the Lots.

If any assessment is not paid within 30 days after the due date, the Association has the power to levy interest and late charges against the member who is delinquent in the payment of the assessment. The Association shall be authorized to waive all, or any part, of the interest and late charges due on delinquent assessments for good cause shown by the delinquent owner should the owner pay the delinquent amount required to bring the account into good standing.

Section 2. Purpose of Assessments

The assessments for common expenses as described in Section 47F-3-115 of the Planned Community Act and as otherwise provided for in the Documents shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and

enjoyment of the owners and occupants of Lots in the Planned Community as may be more specifically authorized from time to time by the Board.

Section 3. Apportionment of Common Expenses

Except as set forth in this Article, common expenses shall be assessed against all Lots equally. The allocated interest of each Lot in the common expenses therefore is the same.

In the case where common expenses are attributable to fewer than all Lots the following applies:

1. if a common expense is caused by the misconduct of a Lot Owner, the Association may assess that expense exclusively against that Lot Owner's Lot,
2. any common expense associated with the maintenance, repair, or replacement of a limited common element shall be assessed against the Lots to which that limited common element is assigned, equally, or in any other proportion that the declaration provides,
3. any common expense or portion thereof benefiting fewer than all of the Lots shall be assessed exclusively against the Lots benefited,
4. the costs of insurance shall be assessed in proportion to risk and the costs of utilities shall be assessed in proportion to usage. The Board in its sole discretion may determine that the activities of one or more Lot Owners causes more risk and thus higher insurance premiums for the Association. In such event, the Lot Owners will be responsible for paying any increase in premium caused by their activities, and
5. fees, charges, late charges, fines, all collection costs, including reasonable attorney's fees actually incurred and interest charged against a Lot Owner pursuant to the Planned Community Act, the Declaration, Bylaws and Rules and Regulations are enforceable as common expense assessments.

Section 4. Requirement of Owners to Pay Assessments

Each property owner shall pay, and shall be personally liable for, all assessments, interest, late charges levied by the Association against the Lot owned by such owner. The assessments shall be paid to the Association on the first day of each calendar month, or on or before the due date(s) where required to be paid in full or in other approved designated installments.

Each owner of a condominium unit will be assessed annual dues and other assessments payable to the Property Owners' Association to pay a portion of the maintenance of the roads and common areas and for a portion of the U.S. Forest Service Road easement costs.

Section 5. Collection and Use of Assessments

The assessments, interest, late charges and fines shall be collected by the Association and used for their intended purposes. Any surplus for assessments levied and collected during an assessment year shall be retained by the Association as operating funds or as reserves as the Board in its sole discretion may determine.

Section 6. Computation of Operating Budget and Annual Assessment

It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Planned Community during the coming fiscal year and amounts necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. The Board shall cause the budget and the annual assessments to be levied against each Lot for the coming fiscal year.

Within 30 days after adoption of any proposed budget for the planned community, the Board shall provide to all the lot owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the lot owners to consider ratification of the budget, such meeting to be held not less than ten (10) not more than sixty (60) days after mailing of the summary and notice.

There shall be no requirement that a quorum be present at the meeting. The budget and the assessment established therefrom is ratified unless at the meeting sixty-seven percent (67%) of all the lot owners in the Association vote to reject the budget.

Notwithstanding the foregoing, however, in the event that the membership rejects the proposed budget, or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the current year shall continue for the succeeding year.

Section 7. Assessment Year

The assessment (fiscal) year shall be the calendar year, January 1 to December 31.

Section 8. Lien for Assessments

Subsection A. Unpaid Assessments

Any assessment levied against a Lot remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that Lot when filed of record in the Office of the Clerk of Court of Jackson County in the manner provided in Section 47F-3-116. The Association may foreclose the lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes.

For purposes of foreclosing a lien, the Association is the "mortgagee" and "trustee", as defined by N.C. Gen. Stat. §45-21.1, of said lien with a power of sale. As the owner of the indebtedness secured by the lien, the Association, acting through the Board may, in its discretion, substitute a trustee in accordance with N.C. Gen. Stat. § 45-10, by the execution of a written instrument properly recorded pursuant to Chapter 47 of the North Carolina Statutes.

Fees, charges, late charges, fines, collection costs, reasonable attorney's fees, and interest charged pursuant to Sections 47F-3-102(10), (11), and (12), 47F-3-107(d), 47F-3-107.1, and 47F-3-115, the Declaration, Bylaws, and Rules and Regulations, are enforceable as assessments under this Section.

Subsection B. Priority of Liens

The lien under this Section is prior to all other liens and encumbrances on a Lot except:

1. liens and encumbrances (specifically including, but not limited to, a mortgage or deed of trust on the Lot) recorded before the docketing of the claim of lien in the Office of the Clerk of Superior Court, and
2. liens for real estate taxes and other governmental assessments or charges against the Lot. This subsection does not affect the priority of mechanics' or materialmen's liens.

Subsection C. Enforcement of Liens

A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the docketing of the claim of lien in the Office of the Clerk of Superior Court; provided, that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

Subsection D. Separate Collection Actions

This Section does not prohibit separate collection actions to recover sums which are personal obligations of Owners and for which subsection (a) creates a lien or prohibit the Association taking a deed in lieu of foreclosure.

Subsection E. Judgment Costs and Fees

A judgment, decree or order in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.

Subsection F. Unpaid Assessments Deemed Common Expenses

Where the holder of a first mortgage or first deed of trust of record, or other purchaser of a Lot, obtains title to the Lot as a result of foreclosure of a first mortgage or first deed of trust, such purchaser, and its heirs, successors and assigns, shall not be liable for the assessments against such Lot which became due prior to acquisition of title to such Lot by such purchaser. Such unpaid assessments shall be deemed to be common expenses collectible from all Lot Owners including such purchaser, and its heirs, successors and assigns.

Section 9. Transferees; Statement of Unpaid Assessments

The personal obligation for assessments, which are delinquent at the time of a transfer of a Lot, shall not pass to the transferee unless the delinquent assessments are assumed in writing by the transferee.

Upon any transfer of a Lot, the transferee shall be entitled, upon written request, to receive from the Association a written statement of unpaid assessments levied against the Lot. The Lot so transferred shall be subject to the lien of unpaid assessments, but not in excess of the amount in the Association's written statement of unpaid assessments requested by the transferee.

Section 10. Acceleration

If a Lot Owner is in default in payment of any assessment or charge, including, but not limited to, the regular installments of the annual assessment based on the budget, the Board

may accelerate the remaining balance of the annual assessment, including regular installments based on the budget, special and specific assessments, upon ten (10) days written notice to such Lot Owner, whereupon the entire unpaid balance shall become due and payable upon the date stated in such notice.

Section 11. No Waiver of Liability for Common Expenses

No Lot Owner may exempt himself or herself from liability for payment of the common expenses by waiver of the use or enjoyment of the common elements or by abandonment of the Lot against which the assessments are made.

Section 12. Special Assessments

The Association shall also have the power and authority to levy Special Assessments as follows:

1. if the annual assessment proves inadequate for any year or in the event of an emergency, the Board may at any time levy a special assessment against all Owners, and
2. the Board may levy special assessments for capital improvements upon the common elements and for such other matters as the Association shall determine; provided, however, prior to becoming effective any such special assessment shall be approved by the affirmative vote of a majority of all the lot owners at a special meeting of the Association duly called for that purpose.

Section 13. Interest, Late Charges and Payments

In accordance with N.C. Gen. Stat. 47F-3-115(b), the Association hereby establishes that any past due common expense assessment or installment thereof, past due special and specific assessments, fines, or other past due charges shall bear interest at 18% per annum.

The Board shall set a late charge to be assessed against Lot Owners for late payment of any common expense assessments or installment thereof, special and specific assessments, fines, or any other charges.

Any payments received by the Association in the discharge of a Lot Owner's obligation may be applied to the oldest balance due.

Section 14. Surplus Funds

Any surplus funds of the Association remaining after payment of or provisions for common expenses and any prepayment shall be retained in the general operating funds or reserve fund of the Association in the sole discretion of the Board, and no such surplus funds shall be paid to Lot Owners nor shall such surplus funds be used as a credit to reduce future common expense assessments.

Section 15. Well Water Distribution Systems

Subsection A. Background and Status

The Original Declarant recorded Amendment No.1 to the Original Declaration on July 31, 2006, in Book 1605 at Page 770, Jackson County Registry. Amendment No. 1 is amended by striking it and by replacing it in its entirety with this Section of the Declaration. Amendment No. 1 established separate Water Distribution Systems within Garnet Ridge Preserve to

provide well water for consumption by Lot Owners.

The Original Declarant then drilled several wells to provide water to these separate Water Distribution Systems. The Original Declarant also installed some but not all the Water Distribution Systems that are to serve the Lots at Garnet Ridge Preserve. There are currently no as-built drawings of the Water Distribution Systems, and there is no accurate inventory as to which wells serve which Lots.

The Water Distribution Systems were apparently designed to serve no more than twelve (12) Lots. The Association never had, does not now have, nor will ever have any obligation, duty, or responsibility to construct or to maintain Water Distribution Systems. Any and all infrastructure additions or improvements to and the maintenance of Water Distribution Systems are the sole responsibility of the Lot Owners whose Lots are served by a particular Water Distribution System.

Should any condominiums be established at Garnet Ridge Preserve, all condominium units shall have the right to be served by a Water Distribution System; and the condominium association will operate and maintain its Water Distribution Systems and will be subject to the provision of the applicable condominium declaration.

Subsection B. Definitions

The following definitions apply to Water Distribution Systems (these definitions do not apply to condominiums):

1.0. Water Assessment

"Water Assessment" shall mean the pro-rata share of costs for construction, improvement, maintenance, repair, replacement and operation, including utility costs, that each Lot Owner is hereby obligated to pay for the Water Distribution System to which that Lot Owner belongs, once the Lot begins to be a Water Consumer as defined herein. The Water Assessment shall also include any replacement reserves established by a Water Distribution System Manager for any Water Distribution System.

Water Assessments are deemed to be Specific Assessments as defined in Article IV, Section 1 in order that the Association can employ its collection powers should a Lot Owner default in the payment of Water Assessments.

1.1. Water Consumer

"Water Consumer" shall mean a Lot that is consuming water from a Water Distribution System. A Lot begins consuming water as soon as an Owner makes any connection to the Water Distribution System but no later than the date on which application for construction of a residence is approved by the Association's Architectural Control Committee.

All Lots on which a residence already exists on the date of recording of this Declaration are also Water Consumers. Lots that are Water Consumers shall be solely responsible for the costs of operating and maintaining a Water Distribution System. The share of such costs will decrease as Water Consumers are added to the Water Distribution System.

By way of example, should there be three Water Consumers on a Water Distribution System, then each such Lot shall pay one-third of the costs. When a fourth Water Consumer is added, then the costs will decrease, and each such Lot shall pay one-fourth of the costs.

Non-Water Consumers are vacant Lots and Lots for which no construction has been approved.

Non-Water Consumers do not pay any Water Assessment.

1.2. Water Distribution System

"Water Distribution System" shall mean a separate water distribution, consisting of the Water Distribution System Components, for the distribution of water for the use and consumption on and for twelve or fewer Lots.

1.3. Water Distribution System Components

"Water Distribution System Components" shall mean the component parts of each Water Distribution System, including but not limited to, the following:

1. the well, well casing, well pump, and ancillary parts, installed on a Lot within a Water Distribution System; and
2. the underground water lines necessary to carry and distribute the ground water from the well to each Lot within a Water Distribution System.

The Water Distribution System Components for each Water Distribution System shall be located and installed within a corresponding Water Distribution System Easement.

1.4. Water Distribution System Easement

"Water Distribution System Easement" shall mean, for each separate Water Distribution System, a separate irrevocable easement appurtenant to each of the Lots within the corresponding Water Distribution System for the purpose of:

1. installing the Water Distribution System Components,
2. providing access for the maintenance, repair and replacement of the Water Distribution System Components, and
3. to allow for the flow and distribution of ground water from the well to each Lot served by the Water Distribution System.

Each Water Distribution System Easement shall be sixty (60) feet in width, shall run the length of the Roads in Garnet Ridge Preserve that service, and are in close geographical proximity to, the Lots within the Water Distribution System. The centerline of the width of the Water Distribution System Easement shall be the centerline of the applicable Roads. Since the Roads are less than sixty feet in width, each Water Distribution System Easement shall be located on both the Roads and the Lots within the geographical area of the corresponding Water Distribution System.

1.5. Water Distribution System Manager

"Water Distribution System Manager" shall mean the person or persons who manage, operate, and administer a Water Distribution System.

Subsection C. Installation and Operation of Water Distribution Systems

Each Lot shall have the right to be served by a Water Distribution System. The Original Declarant failed to create an inventory of Water Distribution Systems and to delineate which Lots are to receive water from which wells. As the information becomes available, the Association shall assign a numeric or alphabetic designation to each Water Distribution System and shall designate the Lots that are to be served by each Water Distribution System.

The Owner of each Lot to be served by a Water Distribution System shall pay the entire cost of hooking up the water lines necessary to bring the water from the System's underground

water lines to the residence on the Lot.

Any Lot Owner may opt out of joining a Water Distribution System by drilling a well on the Lot and operating the well independently from the particular Water Distribution System. Should the Lot Owner, a successor or assign subsequently choose to join a Water Distribution System, then the Lot Owner, successor, or assign may do so in accordance with the terms and conditions of the Water Distribution System's Manager, which may include but not be limited to the payment of a fee based on the maintenance of the system by others being served by that system.

The Owners of water consuming Lots as defined herein shall establish rules and regulations for the operation and maintenance of a Water Distribution System. Each such Lot Owner shall have one (1) vote on all matters connected with or related to the Water Distribution System that serves their Lots on which votes are taken, to include the selection of a Water Distribution System Manager ("Manager"). The members of any Water Distribution System may by a majority vote of the members decided to meter or to measure the consumption of water and charge members for consumption of water.

The Manager may be one or more Lot Owners, a committee, or a professional management entity. The Manager may be compensated as determined by the rules and regulations of a Water Distribution System.

Lot Owners of non-water consuming Lots shall not have a vote until such time as their Lots become Water Consumers. The Association by and through its Board of Directors shall have the final authority to resolve any dispute that might arise between a Lot Owner and any Water Distribution System.

The Association shall also have the authority to make any final decision about the assignment of a Lot to be served by a particular Water Distribution System. The Manager of any Water Distribution System may request that the Association collect unpaid Water Assessments as Specific Assessments against the Lot Owner who has not paid.

Subsection D. Payment of Water Assessments

The Owner of a Water Consumer shall pay the appropriate pro-rata share of all costs for the improvement, maintenance, repairs, replacement, and operation, including utility costs, of the Water Distribution System and Water Distribution System Components that provide well water.

The Owner of a Lot shall commence paying Water Assessments from the date that the Lot becomes a Water Consumer as defined herein. Payments will be due in accordance with the rules and regulations of the Water Distribution System serving the particular Water Consumer. If a Lot becomes a Water Consumer before approval of a construction application, then it is the duty and responsibility of the Lot Owner to inform the applicable Water Distribution System Manager the date on which the Lot becomes a Water Consumer.

Water Distribution Systems are hereby authorized to charge late fees and interest against the Owner of a Water Consumer that fails to pay Water Assessments in accordance with the rules and regulations of the applicable Water Distribution System. Water Distribution System Managers shall also have the right and the authority to cut-off and to discontinue water services to any Water Consumer that is delinquent in the payment of Water Assessments.

A minimum of thirty (30) days written notice by regular or electronic mail to the Owner of the Water Consumer shall be required prior to discontinuance of water services.

Subsection E. Ownership of Water Distribution Systems

The Owners of Water Consumers within a Water Distribution System shall own, as tenants in common and as a non-severable appurtenance to each applicable Living Unit, the Water Distribution System, and the Water Distribution System Components included therein.

Each Owner shall own an undivided percentage ownership interest, as a tenant in common, in the Water Distribution System, and the Water Distribution System Components included therein. The percentage ownership interest at any time shall be equal to the percent of Water Consumers by the Owner in the Water Distribution System. The Owner of a non-water consuming Lot has no ownership interest in the Water Distribution System until such time as the Lot becomes a Water Consumer. The Owners' percentage ownership interest will automatically change as Lots become Water Consumers.

Each Owner shall automatically acquire the applicable percentage ownership interest, as a tenant in common, in the Water Distribution System that services a Lot on the date that the Lot becomes a Water Consumer, and the percentage ownership interest of existing Water consumers shall automatically decrease to adjust for each additional Water Consumer as they are added to the Water Distribution System.

Upon the transfer of ownership of a Water Consumer, whether by conveyance or by operation of law or otherwise, the applicable tenant in common percentage ownership interest in the Water Distribution System, together with all rights and obligations related thereto as herein provided, shall vest automatically and be assumed by, the transferee. No further conveyance document is necessary or required.

Subsection F. Water Distribution System Easements.

The Association by and through the Board of Directors shall have the right to establish Water Distribution System Easements as it deems necessary from time to time for the development of Garnet Ridge Preserve. Any Water Distribution System Easements may be created to accommodate the needs of the applicable Water Distribution System and the location of the Water Distribution System Components.

Each Water Distribution System, and its Water Distribution System Components, shall be located and installed within a corresponding Water Distribution System Easement. Each Water Distribution System Easement shall run with the land and shall inure to the benefit of and be binding upon all Owners, their successors, and assigns.

ARTICLE V:
INSURANCE

Section 1. Insurance Maintained by Association

To the extent reasonably available, the Board shall obtain and maintain insurance coverage, as a common expense in accordance with Section 47F-3-113 of the Planned Community Act.

Section 2. Insurance Maintained by Lot Owners

Each Lot Owner shall be solely responsible for maintaining reasonable property insurance

and liability insurance for such owner's own benefit and at such owner's sole cost and expense.

ARTICLE VI:
RESERVATION OF EASEMENTS

Section 1. Easements for Utilities

The rights and duties of the Lot Owners, with respect to lines, laterals and accessories for the electric and other utilities shall be governed by the following:

1. each Lot Owner shall maintain the utility lines located upon the owner's respective property, that are not maintained by the utility company,
2. each Lot Owner grants to utility company or other appropriate party, an easement to the full extent necessary therefor, to enter upon such owner's property, to install, repair, replace and generally maintain the utility lines,
3. when utility lines are installed within the owner's property, and they serve more than one property, the owner, served by the utility lines shall be entitled to the full use of the utility lines that service each owner's property, and
4. no Lot Owner shall construct any improvements on any utility easement area, which will interfere with the maintenance, repair or replacement of the lines, laterals and accessories for the utilities located in the easement without the prior written consent of the utility company.

Each Lot Owner hereby acknowledges that all improvements (and landscaping) installed within any utility easement area may be removed to maintain, repair or replace any of the lines, laterals and accessories for the utilities without any liability to the Lot Owner to repair or restore such improvements (or landscaping).

Section 2. Easements for Well Water Distribution Systems

A number of separate well water distribution systems for distributing underground water for use and consumption by Lot Owners are planned. Several systems are completed and operational for homes already constructed and occupied. Additional well water distribution systems will be completed, tested and made operational as Lots are made ready for sale.

As the total number of wells and water distribution systems are not know at this time some Lots may end up having to install their own well water systems. Such disclose will be made at the time of sale, so the Lot Owner will know which separate well water distribution system they are part of, or if they will have to provide for their own well water system.

For Lots on a well water distribution system each well will be located within a reasonably close geographic proximity to each Lot served for use by up to twelve (12) Lots. The following attributes are noted for the well water distribution systems:

1. the subdivision well water distribution systems are not and are not intended to be public water systems as defined in the North Carolina Drinking Water Act (N.C.G.S. Section 130A-311 et. seq.) as each well water distribution system will

have less than 15 service connections and will not regularly serve 25 or more individuals, and

2. even though N.C.G.S. Section 130A-315 (b2) is also not applicable to the subdivision well water distribution systems, these systems shall meet the standards applicable to public water systems for the following contaminants: coliform bacteria, nitrates, nitrites, lead, copper, and other inorganic chemicals for which testing and monitoring is required for public water systems on July 1, 1994.

Each separate water distribution system, shall have a separate irrevocable easement appurtenant to each of the Lots served for the purpose of:

1. installing the water distribution system components,
2. providing access for the maintenance, repair and replacement of the water distribution system components, and
3. to allow for the flow and distribution of ground water from the well to each Lot served.

Each water distribution system easement shall be sixty feet in width and run the length of the subdivision roads that are in proximity to the Lots served. The centerline of the width of the water distribution system easement shall be the centerline of the applicable subdivision roads. Since the subdivision roads are less than sixty feet in width, each water distribution system easement shall be located on both the subdivision roads for the Lots served.

Each Lot Owner, and all of his guests and invitees, shall be entitled to travel over the water distribution system easement for all lawful purposes, including but not limited to, access to and egress from the Lots served.

Section 3. Association's Development Easements

The Association shall have such easements and rights of way as are reasonable and necessary for the continued development of the property. As the result of litigation, the Association acquired properties that include Lots, so-called Condominium Sites, and an undeveloped tract of land. The Association plans to sell these properties in order that they can be developed.

The Association by and through its Board of Directors shall have the right and authority to grant such easements and rights of way, be they temporary or permanent, to facilitate and to promote the orderly development of Garnet Ridge Preserve.

Section 4. Easements for Drainage

The Association reserves non-exclusive easements appurtenant to each Lot for surface and/or subsurface drainage according to the patterns and drainage systems established in accordance with the approved grading plans for the property, as well as according to the actual, natural and existing patterns for drainage.

Each Lot Owner agrees that they shall not obstruct or otherwise interfere with water drainage patterns from adjacent property. In the event it is necessary and essential to alter drainage patterns or drainage devices for the protection and use of one's own property, the owner or the Association, as the case may be, will obtain approval from any governmental agency having jurisdiction.

Section 5. Easements for Ingress, Egress and Regress

The Association and each Lot Owner and the agents, employees, guests and invitees of such owner, shall have a non-exclusive perpetual road right of way easement for vehicular and pedestrian ingress, egress and regress over the subdivision roads in the property in order to have access to and from a public right of way. The Association shall also have an exclusive easement for maintenance and repair of the subdivision roads rights of way since the Lot boundaries extend to the middle of the road's rights of way.

Section 6. Association Easement in Common Areas

The Association shall have an easement in the common areas for access thereto in order to perform the maintenance, repair and replacement of the common areas.

Section 7. No Easements for View Purposes

Each Lot Owner, by accepting a deed to a Lot hereby expressly acknowledges and agrees that further construction within the property and/or on any property adjoining the property, in accordance with applicable ordinances and regulations, may partially or totally obstruct the view from such property, and each owner hereby expressly consents to any such obstruction.

Section 8. Establishment of Easements

Each of the easements reserved or granted shall be deemed to be established upon the recording of the Declaration, whether or not they are set forth in the Warranty Deed of any property, and shall thereafter be deemed to be covenants running with the land for the use and benefit of all the Lot Owners.

Section 9. Owners Easements of Enjoyment

Every Owner shall have a right and easement of enjoyment in, to and over the common elements, and the easement granted herein shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

1. the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against that Owner's Lot remains unpaid for a period of thirty (30) days or more or for any infraction of its Declaration or published rules and regulations after the Lot Owner has received notice, an opportunity to be heard and notice of the decision; and
2. the right of the Association to suspend planned community privileges for any infraction of its Declaration or published rules and regulations after the Lot Owner has received notice, an opportunity to be heard and notice of the decision; and
3. the right of the Association to suspend planned community privileges (except rights of access to lots) during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of 30 days or longer after the Lot Owner has received notice, an opportunity to be heard and notice of the decision.

ARTICLE VII:
USE RESTRICTIONS

Section 1. Use and Occupancy

The rights and duties of the Lot Owners with respect to use and occupancy thereof shall be governed by the following statements.

1. All Lots shall be used solely for residential purposes, and no businesses of any kind shall be established, operated or permitted therein. Working remotely through electronic means is not considered a business. Furthermore, a "home-based" business that can be conducted without any notice, disturbance or disruption to the community shall be allowed, but the Board in its sole discretion shall determine whether a home business causes any notice, disturbance or disruption to the community.
2. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family residence. A separate single or multi-vehicle detached garage for use by the residence is also allowed should the layout of the Lot permit. The garage building may include second floor space above the vehicle ground floor.
3. Any residence to be constructed on a Lot shall not exceed two stories in height, unless because of the nature of the terrain on any given Lot a residence exceeding two stories would be logical and desirable. Any such variation in the height of a residence must be approved by the Architectural Control Committee.
4. No Lot shall be subdivided (split) or consolidated (merged) without the written consent of the Association Board.
5. Each single-family residence constructed on a Lot shall have the minimum of 1,500 square feet of heated floor space, exclusive of basements, carports, garages, and porches if the residence consists of one (1) story.
6. If the single-family residence constructed on a Lot consists of two (2) or more stories, it shall have a minimum of 1,000 square feet on the main floor, exclusive of basements, carports, garages, and porches.
7. Due to the variations of terrain within the property, no construction of a residence shall be allowed without the prior written approval of the Association. The location of the home and/or garage must be depicted on the Lot and deemed satisfactory by the Architectural Control Committee.

Section 2. Prohibited Dwelling Structures

At no time shall any garage, basement, attic, tent, shed, trailer, camper, motorhome, recreational vehicle or boat be used as a dwelling, or for dwelling purposes, on any Lot.

Section 3. Signs

All signs displayed in the property shall be attractive and compatible with the development of the property, as determined and approved by the Association, and shall comply with all applicable local ordinances. The only signs of any kind, which may be displayed, to the

public view on or from any Lot shall be as follows:

1. One sign not larger than eighteen inches by twenty-four inches may be placed on a Lot advertising the residence for sale or rent.
2. Signs may be displayed on unsold Lots, as the Association deems appropriate for advertising Lots owned by the Association for sale, and other signs deemed necessary or appropriate.
3. Signs required by legal proceedings may be displayed.

Section 4. Animals

No more than three (3) common domesticated household pets (e.g., dogs, cats), may be kept on each Lot; provided, however, that no owner shall operate any kennel, breed or maintain any animals for any commercial purpose or for resale.

Each owner shall be responsible for cleaning up any excrement or other unclean or unsanitary conditions caused by animals within their property.

Every person bringing an animal upon or keeping an animal on the property shall be liable pursuant to the laws of the State of North Carolina to each and all persons for any injury or damage to persons or property caused by such animal. All animals must be kept either within an enclosed portion of a Lot or secured on a leash held by a person capable of controlling such animal. Each owner shall be responsible for keeping his animal from causing undue noise or creating a nuisance for other owners.

The Board shall have the authority to decide in its sole discretion whether an animal is too noisy or creates a nuisance to the community. Should an animal be found to be a nuisance by the Board, then the Owner of the animal will be required to remove the animal from the community. Refusal to remove a nuisance animal may result in daily fines against the animal's owner.

Section 5. Quiet Enjoyment

No owner shall permit anything to be done or kept upon such owner's Lot which will obstruct or interfere with the rights of quiet enjoyment of the other residents in the subdivision, or annoy them by unreasonable noises or otherwise, nor will any owner commit or permit any nuisance on the premises. Each owner shall comply with all of the laws, ordinances, rules and regulations of Jackson County, the State of North Carolina and other governmental agencies with respect to his Lot.

Section 6. Windows

No window in any residence on a Lot shall be covered, in whole or in part, inside or outside, with aluminum foil, newspaper, paint or reflective tinting material. An owner may temporarily use clean white sheets as drapes for privacy purposes for a period of time not to exceed six (6) months pending installation of permanent drapes, curtains, shutters or other appropriate window coverings.

Section 7. Parking Restrictions

Each owner of a Lot shall provide sufficient space for the parking of at least two (2) passenger vehicles off the subdivision roads.

An owner may park or store recreational vehicles (including but not limited to, campers, motorhomes, trailers, boats) on his Lot in an area that is not in full view from the subdivision roads.

Parking such a vehicle in full view from the street, such as in the driveway, is allowable for short periods of time such as a two (2) or three (3) days. No owner shall use a recreational vehicle parked on his Lot for more than two (2) or three (3) days for living accommodations.

The Association may allow an owner to store a recreational vehicle on Common Area should a designated area be designated later for such use. The Owner shall obtain approval from the Board and must maintain insurance on the vehicle.

Section 8. Solar Heating

Upon the prior written approval of the Architectural Control Committee, each member shall have the right to place and maintain on his residence, equipment and facilities related to the installation and maintenance of individual solar systems. The installation and maintenance of any solar system by an individual owner shall be subject to approval by the Architectural Control Committee, all-applicable zoning regulations, the State of North Carolina and/or County Building Codes and associated ordinances.

No solar panels or other solar energy collection equipment shall be installed on any portion of any Lot, or any improvement thereon, unless such equipment is installed in such location and such manner as to be obscured from the view of other persons in the property to the greatest degree practicable without significantly decreasing its efficiency. Any decision made by the Architectural Control Committee shall be conclusive.

Section 9. Antennas and Air Conditioning

No outside television antenna, aerial or radio tower shall be erected, constructed or placed on any Lot without written prior approval of the Architectural Control Committee.

Satellite antenna dishes shall be installed in a location and manner as to be obscured from street view and view from adjacent property to the greatest degree practicable. The owner shall obtain the prior written approval from the Architectural Control Committee and conform to all applicable county permits.

Heating and Air conditioning units may not be installed on a roof without written prior approval of the Architectural Control Committee. Heating and air condenser units need to be installed in a manner so they are obscured from the street and adjacent property as much as practicable.

Section 10. Leasing

A member shall be permitted to rent or lease all or part of his/her residence.

Section 11. Drilling

No oil, gem, mineral or other natural resource mining, drilling or other exploration or development operations, refining or quarrying operations of any kind shall be permitted upon land within the subdivision property, nor shall natural resource wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of the property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected,

maintained or permitted upon any land within the property.

Section 12. Refuse

Each owner shall remove all rubbish, trash, garbage, weeds, debris and other waste material from his Lot so as to keep same in a neat, clean, safe and attractive condition at all times. All such refuse shall be kept in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof, or to its occupants.

All such refuse if put out for pickup by the county, or other governmental agency or authorized private company shall be contained in garbage cans, garbage bags or other closed containers approved by such entity. After pickup, all garbage cans and other containers shall be promptly returned to the appropriate screened areas.

Generally, all garbage cans and other closed containers shall be exposed to the view of neighboring Lots for only a reasonable period of time, not to exceed twenty-four (24) hours before and after any scheduled trash collection hours.

Article VIII
Architecture Control

Section 1. Architectural Approval Required

Except for purposes of proper maintenance and repair, no building, fence, wall, sign or other improvement, or exterior addition to or change or alteration thereof (excluding landscaping and repainting with the same color and shade) shall be commenced, constructed, erected, placed, removed, altered, maintained or permitted to remain on any Lot, until plans and specifications shall have been submitted to and approved in writing by the Architectural Control Committee.

The plans and specifications shall be prepared by a licensed architect or builder or the member and submitted to the Architectural Control Committee. Approval of an application by the Architectural Control Committee shall not exempt the owner from obtaining any and all necessary county permits and approvals.

Section 2. Architectural Control Committee

The Architectural Control Committee shall consist of three (3) members of the Association. The Board shall seek volunteers and appoint members to the Architectural Control Committee.

Each member of the Architectural Control Committee shall serve two years or until the member submits a written resignation. The Board shall appoint an interim replacement member who shall serve until a replacement member can be permanently appointed by Board.

Section 3. Annual Membership Meetings

The Board shall schedule an annual meeting of members in October of each year to be held on the first Saturday of November. The Board shall mail via United States Postal Service each member a notice of the annual meeting at least ten (10) days prior and no more than sixty (60) days in advance of the meeting date. Notice of the annual meeting shall be mailed to each owner at the street address or to the email address designated by the member and included in the Membership Rooster.

The agenda for the annual meeting of members may include next year's budget as well as appointing any new members to the Architectural Control Committee.

Section 4. Powers of Architectural Control Committee

The Architectural Control Committee shall have the following authority:

1. review and approve, disapprove or conditionally approve plans, submittals, applications and requests tendered to it by members, or their agents, pursuant to the provisions of the Declaration. The Architectural Control Committee may investigate and consider the architecture, design, layout, detail, and other features of the proposed improvement,
2. adopt rules and regulations for the transaction of business, scheduling of meetings, conduct of meetings and related matters. All adopted rules shall be made available to each owner, upon request,
3. require the submission of site plans, diagrams, photographs, materials or other presentation material as may be necessary for complete review and consideration of the proposed improvement. All such plans and specifications shall be submitted in writing and each shall be signed by the member or his authorized agent,
4. adopt criteria consistent with the purpose and intent of the Declaration, to be used in making its determination to approve, disapprove or conditionally approve any matter submitted to it for decision, and
5. to adopt a schedule of reasonable fees for processing submittals and to establish the time and manner in which such fees shall be paid.

Section 5. Duties of Architectural Control Committee

The Architectural Control Committee shall render a decision on each matter submitted to it, in writing, within thirty (30) days of receipt of all data required by its rules and regulations, unless the Committee advises the Owner that the Committee is exercising its right to have a fifteen (15) day extension. Failure to render a decision within said period of time shall be deemed to be an approval of the matter submitted.

The approved plans and specifications, if any, shall be signed by a fully authorized member of the Architectural Control Committee. The Architectural Control Committee shall retain one copy and one copy shall be returned to the member.

The Architectural Control Committee shall publish and make available to members and prospective members all of its rules, regulations and criteria from time to time adopted, if any.

Section 6. Conditions Precedent to Approval

As conditions precedent to approval of any matter submitted to it, the Architectural Control Committee must be able to find that the approval will be in the best interests of a majority of the members.

General architectural considerations, including the character, scale, and quality of the design, the architectural relationship with the site to other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and similar elements have been incorporated in order to ensure the compatibility of the proposed improvement with its design concept and the character of adjacent improvements.

General site considerations including site layout, open space and topography, orientation and locations of buildings, vehicular access, circulation and parking, setbacks, height, walls, fences, and similar elements have been designed to provide an aesthetically pleasing, desirable environment. In undertaking these considerations, should the Architectural Control Committee decide in its sole discretion that it needs to engage an architect, engineer or other professional to consult on a decision, then the Owner will be informed and will be required to pay the respective fees.

The proposed improvement must be consistent with the overall development and no improvements shall be allowed over, or which unreasonable interfere with, any easement of right of way.

If the Architectural Control Committee makes a negative finding on one or more of the items set forth in this section, it shall disapprove such matter, or condition its approval so as to allow the negative findings to be mitigated to the maximum extent practicable.

Section 7. Deposit for Subdivision Road Repair

The Architectural Control Committee shall not issue an approval for the owner to construct proposed improvements on a Lot unless and until the member deposits $1,500 in order to repair damage to any portion of the subdivision roads caused by those participating in the construction of the improvements. The $1,500, or an amount necessary, shall be used to repair the subdivision roads, and the balance remaining, if any, shall be returned to the member. The amount of liability on the party responsible for the damage to the subdivision roads shall not be affected by this section.

Section 8. Arbitration

If an owner seeking the approval of the Architectural Control Committee with respect to a matter affecting that member's proposed improvement disputes the decision of the Architectural Control Committee in connection with such decision, the dispute shall be resolved by binding arbitration between that owner and the Architectural Control Committee.

The arbitration shall be commenced by the member by filing a Demand for Arbitration with the American Arbitration Association, and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. There shall be three arbitrators - one selected by each side, and the two arbitrators so selected shall then select the third arbitrator within sixty (60) days.

Any arbitration shall occur in Jackson County, North Carolina. No member shall undertake

any construction, or other act in connection with the disputed matter, regardless of whether the construction, or other act was authorized, prohibited or not subject to a specific determination, until the award in arbitration is made.

The fee necessary to commence the arbitration shall be advanced by the member. Such fee and any other fees, costs and expenses in connection with the arbitration shall ultimately be borne as determined by the arbitrators.

Section 9. No Liability

The Architectural Control Committee members or designated representatives thereof shall not be liable for damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by the declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, or for any defect whether in design or construction in any structure constructed from such plans and specifications.

The Architectural Control Committee members shall not be responsible for reviewing or approving any plans with respect to the adequacy of engineering design. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every member and agrees that they will not bring any action, suit or claim against the Architectural Control Committee members or designated representatives thereof with respect to any matters for which such persons or entities are relieved of liability pursuant to this section.

Section 10. Notice of Noncompliance or Non-Completion

Not with standing anything to the contrary contained herein, after the expiration of one (1) year from the date of the commencement of construction of any improvements, said improvements shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of the Declaration, unless actual notice of such noncompliance or non-completion, executed by the Architectural Control Committee or its designated representatives, shall appear of record in the Office of the Register of Deeds for Jackson County, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 11. Appointment and Designation

The Architectural Control Committee may, from time to time, by a majority vote of the members thereof, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the Architectural Control Committee in all matters delegated.

Any and all persons appointed or designated hereunder shall report to the Architectural Control Committee and be subject to periodic review. Any and all appointments and designations may be revoked at any time by the Architectural Control Committee.

Section 12. Review Fee and Address

All plans and specifications required herein shall be submitted in writing for approval, together with any reasonable fee required by the Architectural Control Committee. The address of the Architectural Control Committee shall be:

Garnet Ridge Preserve
915 Garnet Road
Sylva, NC 28779

Section 13. Inspection

Any member of the Architectural Control Committee may, from time to time, at any reasonable hour or hours and upon reasonable notice, enter and inspect any Lot, or improvements subject to the jurisdiction of the Architectural Control Committee as to its improvement or maintenance in compliance with the provisions hereof.

ARTICLE IX
MAINTENANCE

Section 1. Maintenance by Lot Owners

Each Lot, and the improvements thereon, shall be maintained by, and at the sole cost and expense of, the owner thereof to keep the same in a neat, clean, safe, and attractive condition at all times in a manner consistent with the standards established herein.

If an Owner does not maintain a Lot consistent with these standards, then the Association may undertake any maintenance that is required bring the Lot up to these standards and assess the Owner for any costs involved. Alternatively, any such failure to maintain the Lot is a violation that may be enforced through a fine.

Section 2. Maintenance by Association

The Association shall maintain, repair or replace the common areas so as to keep the same in a neat, clean, safe and attractive condition at all times in a manner consistent with the standards established herein. The Association shall keep the common areas in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure that the maintenance thereof is kept in superior condition.

In the event any maintenance or repairs are required due to the negligent or intentional acts or omissions of any member (or otherwise attributable to such member (e.g., tenants), such member shall be solely responsible for all costs and expenses for such maintenance and repairs.

Section 3. Drainage and Drainage Devices by Owner and Association

Without limiting the generality of Section 1 above, and subject to the drainage provisions set forth in Article VI, Section 3, each owner of a Lot, shall, at his or its sole cost and expense, maintain any graded drainage swale and/or any other drainage device located on the Lot in a neat, clean, safe and proper operating condition at all times so as to assure proper drainage of surface waters in, on, over, across and through the Lot and applicable drainage devices.

The finished ground surface of each Lot shall be maintained to slope away from all structures at a minimum five percent (5%) grade for at least five (5) feet or to a drainage swale located at least two and one half (2 1/2) feet from all structures. Further, no member shall perform any grading on his Lot, or build, construct, install or plant any improvements which would obstruct the structural integrity or proper operation of any drainage device, trap or otherwise cause water to pool adjacent to a Lot residence or result in creating an excessive amount of surface water runoff.

Section 4. Installation and Maintenance of Landscaping by Member

Within twelve months after construction of the residence on a Lot is completed, the owner shall, at his sole cost and expense, install complete and permanent landscaping in his front yard (and exposed side yard in the case of a corner Lot) in accordance with plans submitted by the owner and approved by the Architectural Control Committee, which approval shall not be unreasonably withheld.

Each owner of a Lot shall, at his sole cost and expense, continually maintain all landscaping located in his front yard and the exposed side yards in a manner consistent with the standards of design and quality as envisioned by the Association. All landscaping shall be maintained in a neat, clean, safe and attractive condition, free of weeds, trash and debris. All diseased or dead lawn, trees, ground cover or shrubbery shall be promptly removed and replaced. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed.

If a member fails to maintain any landscaping installed on his Lot in accordance with a landscaping plan approved by the Architectural Control Committee, the Association shall have the right, but not the duty, to maintain such landscaping at the sole cost and expense of the member.

If the Association desires to perform any such maintenance, the Association shall first notify the member in writing and provide the owner with at least thirty (30) days from the date of the notice to perform such maintenance. If the owner fails to commence and complete such maintenance within the thirty (30) day period, the Association shall have the right to enter the Lot on which the maintenance is required during reasonable business hours and perform such maintenance at the owners' expense. If the Association chooses to exercise its rights pursuant to this section, such exercise shall not create any duty for the Association to do so elsewhere or again in the future.

No living trees measuring six (6) inches or more in diameter, measured two (2) feet above the ground, shall be cut without the prior written approval of the Architectural Control Committee. Additionally, the Architectural Control Committee shall have the right to control absolutely the cutting of all living trees in the interest of enhancing the enjoyment of members, and provided that such cutting and clearing will be done in a selective and artistic manner.

Section 5. Maintenance of Landscaping by Association

The Association shall maintain in good order, condition and repair of the landscaping on the common areas and shall levy and collect assessments, in order to pay the cost thereof.

Section 6. Alterations to Residences

Any alterations or additions to the exterior of a Lot residence or garage buildings shall not

be constructed without prior written approval from the Architectural Control Committee.

Section 7. Damage to Residence on Lot

If all or any portion of a residence on a Lot is damaged by fire or other casualty, the owner shall either (1) restore the damaged improvements or (2) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition.

Any restoration must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, unless the Architectural Control Committee approves the new improvements in accordance with newly submitted plans. The member should commence such work within ninety (90) days after the damage occurs and should complete the work within one (1) year thereafter.

Article X
Enforcement Powers

Section 1. Rules Making Authority

The Planned Community shall be used only for those uses and purposes set out in the Declaration and Bylaws. The Board of Directors shall have the authority to make, modify, repeal, and to enforce reasonable Rules and Regulations governing the conduct, use, and enjoyment of Lots and the common elements, so long as copies of all such Rules and Regulations are furnished to all Owners; provided, however, any Rule or Regulation may be repealed by the affirmative vote or written agreement of a majority of the total Association vote at an annual or special meeting. No rule or regulation shall be in conflict with either the Declaration or the Bylaws.

Section 2. Fining Powers

Pursuant to Sections 47F-3-102(a)(11) and 47F-3-107.1 of the Planned Community Act, after notice and an opportunity to be heard, the Board shall have the power to impose fines in an amount not to exceed One Hundred Dollars ($100.00) per violation. Such amount to be assessed per day for a continuing violation, for any violation of any duty imposed under the Planned Community Act, the Declaration, Bylaws, or Rules and Regulations duly adopted pursuant thereto against Owners or occupants, which fine(s) shall constitute an assessment against the Lot in accordance with Article IV hereof, and become a personal obligation of the Lot Owner, and a lien upon the property; to suspend an Owner's or occupant's right to use the common elements; and to suspend an Owner's right to vote.

If any occupant of a Resident Lot violates the Planned Community Act, Declaration, Bylaws, or the Rules and Regulations and a fine is imposed, the fine shall first be assessed against such occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Resident Lot Owner shall pay the fine upon notice from the Association.

The failure of the Board to enforce any provision of the Planned Community Act, Declaration, Bylaws, or Rules and Regulations, shall not be deemed a waiver of the right of

the Board to do so thereafter. Additionally, Lot Owners waive and release any defense that enforcement is or may be selective. Charges for late payments of assessments under Article IV of the Declaration are not to be regarded as fines that warrant a hearing under this section.

Section 3. Abatement and Enjoinment of Violations

In addition to any other remedies provided for herein, the Association through the Board shall have the power to enter upon a Lot or any portion of the common elements to abate or remove, using such force as may be reasonably necessary, any erection, thing, or condition which violates the Declaration, Bylaws, or Rules and Regulations.

Unless an emergency exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise such abatement and an opportunity to be heard. All costs of abatement, including reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Additionally, the Association through the Board shall have the power to enjoin or to remedy by appropriate legal proceeding, either at law or in equity, the continuance of any violation of the Declaration, Bylaws, or Rules and Regulations. All costs of any such legal action, including reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner, and shall be collected as provided for herein for the collection of assessments.

Article XI
Enforcement Procedures

In accordance with Section 47F-3-107.1 of the Planned Community Act, the Board of Directors shall not impose a fine or charge for damages against a Lot Owner or suspend a Lot Owner's planned community privileges or services unless and until the following procedure is followed.

Section 1. Notice

If it appears that a lot owner is in violation of the Declaration, Bylaws, or Rules and Regulations, the Board shall give the violator written notice of the alleged violation. This notice shall state: (i) the nature of the alleged violation; (ii) the date, time and location that the violator will have the opportunity to be heard to explain why the lot owner is not in violation of the Declaration, Bylaws, or Rules and Regulations; (iv) that any statements, evidence and witnesses may be produced by the violator at the hearing; and (v) that the lot owner has the right to be represented by an attorney at the hearing.

Section 2. Hearing

The hearing shall be held before the Board of Directors and the violator shall be given a reasonable opportunity to be heard. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars ($100.00) may be imposed for the violation and without

further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116.

If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The Board shall render its Final Decision to the Lot Owner regarding imposition of the fine or suspension of planned community privileges or services.

Charges for late payments under Article IV of the Declaration are not to be regarded as fines that warrant a hearing under this section.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Effective Date

The effective date of this declaration and any amendments is the date the declaration or amendment is recorded in the Jackson County Registry.

Section 2. Effect of the Declaration

From and after the effective date, the Declaration, and all of the Covenants, shall for the entire term of the Declaration:

1. run with the land in the property,
2. inure to the benefit of and be binding upon all members, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, and
3. inure to the benefit of and be binding upon the Association.

Section 3. Enforcement

Subsection A. Enforcement Rights

The Association shall each have the right, but not the duty, to enforce, by proceedings at law or in equity, any or all of the Covenants imposed by the Declaration, including without limitation, the right to prosecute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of the Covenants or any provision in the Declaration, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

Subsection B. Violation of Covenant Deemed Nuisance

The result of every act or omission whereby any of the Covenants, or any provision of the Declaration, are violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any member and the Association.

Subsection C. Remedies are Cumulative

The remedies provided for breach of the Covenants and the provisions of the Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Subsection D. Failure to Enforce Covenants

The failure of any member or the Association to enforce any of the Covenants, or any of the provisions of the Declaration, shall not constitute a waiver of the right to enforce the same thereafter.

Subsection E. Effect of Breach on Mortgages

A breach of the Covenants, or the provisions of the Declaration, shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Lot; provided, however, that any subsequent owner of such Lot shall be bound by the Covenants and the Declaration, whether or not such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

Section 4. Severability

Invalidation of any of the Covenants by court order shall in no way affect any of the other Covenants herein, which shall remain in full force and effect.

Section 5. Term

The term of the Declaration, and all of the Covenants, shall commence on the effective date and shall continue thereafter for a period of twenty (20) years, after which time the Declaration, and all of the Covenants, shall be automatically extended for successive periods of ten (10) years, unless the owners of Lots, to which eighty percent (80%) of the votes in the Association are allocated agree to:

1. terminate the planned community of Garnet Ridge Preserve, and distribute the assets, in accordance with the North Carolina Planned Community Act contained in Chapter 47F of the North Carolina General Statutes (as now exist or as may hereafter be amended), the Declaration and the Articles of Incorporation of the Association, and
2. dissolve the Association pursuant to a plan of dissolution adopted in accordance with the provisions of the North Carolina Nonprofit Corporation Act contained in Chapter 55A, Article 14, of the North Carolina General Statutes (as now exist or as may hereafter be amended), the Declaration and the Articles of Incorporation of the Association.

Section 6. Construction

The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, use, occupancy and enjoyment of the property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 7. Singular Includes Plural

Whenever the context of the Declaration may so require, the singular shall include the

plural, and the masculine shall include the feminine and neuter.

Section 8. Amendments to Declaration

Subsection A. Amendments by Owners

The Declaration may be amended only by the vote or by the written assent of the members of not less than sixty-seven percent (67%) of the members of the Association.

Subsection B. Effective Date of Amendment

An amendment shall only be effective if and when:

1. the amendment is made in strict compliance with the provisions of this Section 8, and
2. the amendment is set forth in writing, executed on behalf of the members by an officer of the Association and recorded in the office of the Jackson County Register of Deeds.

Subsection C. Effect of Amendment

From and after the effective date of the amendment to the Declaration, the amendment shall be effective and binding upon all owners, regardless of whether such owner consented to the amendment.

Section 10. Attorneys' Fees

In the event a member sues the Association the Association shall enforce the provisions of the Declaration, the Articles of Incorporation, the Bylaws and rules and regulations of the Association, and the prevailing party in such proceeding shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party as may be awarded by the court.

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EXHIBIT A

The Property submitted to this Amended and Restated Declaration for Garnet Ridge Preserve is as follows:

1. The property described in General Warranty Deed, dated January 23, 2004, and recorded on February 13, 2004, in Book 1216, Page 502, Jackson County Public Registry, described in General Warranty Deed, dated January 24, 2004, and recorded on February 13, 2004, in Book 1216, Page 507, Jackson County Public Registry, described in General Warranty Deed, dated January 26, 2004, and recorded on February 13, 2004, in Book 1216, Page 512, Jackson County Public Registry, described in General Warranty Deed, dated January 23, 2004, and recorded on February 13, 2004, in Book 1216, Page 517, Jackson County Public Registry, described in General Warranty Deed, dated January 23, 2004, and recorded on February 13, 2004, in Book 1216, Page 524, Jackson County Public Registry, described in General Warranty Deed, dated February 12, 2004, and recorded on February I 3, 2004, in Book 1216, Page 529, Jackson County Public Registry, described in General Warranty Deed, dated March 29, 2004, and recorded on March 29, 2004, in Book 1220, Page 504, Jackson County Public Registry, described in General Warranty Deed, dated February 12, 2004, and recorded on May 5, 2004, in Book 1419, Page 337, Jackson County Public Registry.
2. While repetitious, the Property includes all property as described in that Special Warranty Deed dated September 24, 2019, and recorded on January 2, 2020 in Book 2257, Page 1771, Jackson County Public Registry, a copy of which is attached hereto and by this reference incorporated herein. This inclusion facilitates property descriptions through reference to recorded plats for many properties at Garnet Ridge.