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STATE OF NORTH CAROLINA

COUNTY OF JACKSON

**RENEWING OF
RESIDENTIAL COVENANTS, EASEMENTS, RESERVATIONS, AFFIRMATIVE
OBLIGATIONS AND CONDITIONS GOVERNING HEMLOCK FALL'S**

This renewing of the Resident Covenants, Easements, Reservations, Affirmative Obligations, and Conditions Governing Hemlock Fall's is made this the **6th day of October, 2018**.

WHEREAS, Alvin N. Kinkaid and Virginia H. Kinkaid, Trustees of the Nason E. Kinkaid Trust recorded in Book 545, Page 575, Jackson County Public Registry, were the initial Declarants of the Hemlock Fall's Subdivision; and,

WHEREAS, the real property described in Book 569, Page 652; Book 624, Page 739; and Book 602, Page 288, Jackson County Public Registry comprised all of the lands known as "Hemlock Fall's" (the "Development"); and,

WHEREAS, the Declarants filed the initial Residential Covenants, Easements, Reservations, Affirmative Obligations, and Conditions Governing Hemlock Fall's in Book 906, Page 693, Jackson County Public Registry; and,

WHEREAS, subsequent amendments for the Development were filed in Book 1084, Page 585; Book 1647, Page 515; Book 1865, Page 37; Book 1958, Page 636; and Book 2025, Page 354, Jackson County Public Registry; and,

WHEREAS, the Development was turned over by the Declarant to the Hemlock Homeowner's Association, Inc. (the "Association"), via an instrument recorded in Book 1865, Page 40, Jackson County Public Registry; and,

WHEREAS, pursuant to Article VII of the Covenants recorded in Book 906, Page 693, Jackson County Public Registry, the Covenants were binding upon all parties claiming an interest in the Development until January 1, 2015, A.D., unless extended by the affirmative vote of the majority of the voting members of the Association; and,

WHEREAS, the Covenants expired without the renewal thereof; and,

WHEREAS, it is the desire of those holding an interest in the lands known as Hemlock Falls to reestablish the Covenants.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the following covenants are adopted by the hereinafter residents of the Development and they each hereby covenant and agree that their individuals lots shall be held, sold, encumbered, and conveyed subject to the following conditions, restrictions, and stipulations:

ARTICLE I DEFINITIONS

1. "Common Areas" means all roadways, easements for public and private utilities, pedestrian and recreation easements, and any area declared to be a common area by the Association.
2. "Lot" means any plot of land shown upon the recorded plat of the Development.
3. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to a lot, including security for the performance of an obligation.
4. "Development" means "Hemlock Fall's".
5. "Association": means the Hemlock Fall's Homeowner's Association; the Association is the successor in interest to the Declarant.

ARTICLE II PROTECTIVE COVENANTS

1. The Development will be developed in sections.

Minimum Dwelling Size: No single family dwelling shall have less than 1000 square feet (exclusive of any basement area, whether the same be enclosed and heated). Unless basement area is finished as living space.

No multi-family dwelling shall have less than 1000 square feet per unit (exclusive of any basement area whether the same be enclosed and heated).

No mobile home, house trailer or modular home, etc., shall be used as a temporary or permanent residence or located on any lot.

2. Construction: All construction must be completed within one (1) year from the date that it begins. A recreational vehicle, camper or trailer, may be temporarily parked on the property for a period not in the excess of 120 consecutive days, during the period of construction, but cannot be used as a permanent residence; provided however, that the vehicle may be stored on the property after completion of a residence thereon.

No exposed concrete blocks are to be used in construction.

Unless otherwise approved by the developer there shall be no reflective metal roofing used in construction of the dwelling.

3. Vehicles: Motor vehicles not carrying a current license tag, mobile home and house trailers shall not be permitted within the Development except for antique or collectible vehicles. No junk yard, salvage yard, or scrap yard shall be permitted.
4. Nuisances: An owner, his/her family or persons on lease shall not do or keep and shall not cause anything to be done or kept on his lot that will constitute a nuisance under the laws of the State of North Carolina or that will obstruct or interfere with the rights of other owners of lots within "Hemlock Fall's" by unreasonable noises, odors or otherwise; nor shall any owner his/her family or persons on the lease, commit or permit any nuisance, immoral or illegal act within the Development.

No animals or fowl other than household pet which are not maintained for breeding purposes shall be kept, maintained or permitted on any lot. Lot owners are charged with the responsibility of controlling their own pets at all times and shall keep pets restrained and/or enclosed within the boundary of their lot.

5. Garbage/Litter: No owner shall burn trash, garbage or other like household refuse without a permit.
6. Impact Fee: Prior to commencement of construction the lot owner shall deposit a sum of \$1,500.00 as an impact fee with the Association for damages that occur to the roads by heavy equipment during the period of construction.

7. Road Maintenance: Each lot owner shall be required to pay their pro rata share of road maintenance to maintain the roads in the Development. The current fee shall be \$320.00. Fees may change as the need arises. The Association agrees to keep the road in a condition so as to permit passage by two-wheel drive vehicles until such time as a homeowners association is formed. The Association has no authority to spend more funds than are collected from lot owners.
8. Homeowners Association: Each lot owner shall be required to join the Hemlock Fall's Homeowners Association (the "Association") at such time as one shall be formed by the declarant and will be required to pay any maintenance fees as shall be determined to be necessary by said association.

ARTICLE III EASEMENTS

1. Utility Easements: The Association reserves the following perpetual, non-exclusive easements:
 - (a) A twenty (20) foot wide easement running along the inside of all lot lines.
 - (b) Easements over all roadways for installation, maintenance and operations of utilities. Including electric lines, radio and television transmission cables, and the ancillary right to locate guy wires, braces or anchors, and to cut, trim or remove trees and plantings, if necessary in connection with the installation, maintenance and operation.
2. Liability for Use of Easements: No owner shall have any claim or other cause of action against the Association for its licensees arising out of the exercise or non-exercise of any reserved easement, except in cases of willful or wanton misconduct.
3. Springs: The Association hereby reserves ownership of all water ways located on any of the lots in said development.

Waterways will not be redirected to the extent that would change the flow away from present path (exit point and flow rate should not be affected). Any additional water rights would be per the Association's discretion.

ARTICLE IV REMEDIES

1. Enforcement: The Association and each person to whose benefit this declaration inures, may proceed at law or in equity to prevent the occurrence, continuance or violation of

any of the provisions of this declaration, and the court in that action may award the successful party reasonable expenses in prosecuting the action, including attorney's fees.

2. Cumulative Rights: Remedies specified herein are cumulative and specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy of law or in equity. No delay of failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this declaration shall be held to be a waiver of that party of any right available to him upon the reoccurrence or continuation of the violation or the occurrence of a different violation.

ARTICLE V SEVERABILITY

Each provision of the declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision is held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

ARTICLE VI CAPTIONS

Paragraph captions in this declaration are for convenience only and do not in any way limit or amplify the terms of provisions hereof.

ARTICLE VII DURATION OF COVENANTS

The provisions of this declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development in perpetuity.

ARTICLE VIII AMENDMENT

This declaration may be amended by the affirmative vote of a majority of the owners of all lots in the Development entitled to vote and by the subsequent recordation of the amendment to this declarations.

ARTICLE IX ATTORNEY'S FEES

The Association shall be entitled to reasonable attorney's fees in the event an attorney is retained in order to enforce any provision contained herein.

ARTICLE X
ASSOCIATION RIGHTS

In addition to those right contained herein, the Association shall have all rights granted to them via the instrument recorded in Book 1865, Page 40, Jackson County Public Registry.

This the 6th day of October, 2018.

Hemlock Homeowner's Association, Inc.


Herbert G. Oxendine, President

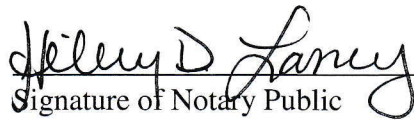
STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Hilary D. Laney, a Notary Public of the State and County appearing above, do certify that before me personally appeared Herbert G. Oxendine, personally known to me, or who proved to me by satisfactory evidence NLDC to be the person who signed the preceding or attached record and acknowledged that he is President of the Hemlock Homeowners Association, Inc., and acknowledged, on behalf of the Hemlock Homeowners Association, Inc., that he signed it voluntarily for its stated purpose.

Witness my hand and official seal, this the 3 day of January, 2019.

(Official Seal)




Signature of Notary Public

Hilary D. Laney
Printed Name of Notary Public

My Commission Expires: June 1, 2021